

This Lease Agreement is between the parties described in, and is on the terms contained in, Schedule A attached hereto. Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the Leased Premises described in Schedule A on the terms and conditions contained in Schedule A and on the following conditions. Landlord and Tenant further agreed that upon signing of the Lease all prior leases for the Premises are effectively terminated and there are no outstanding obligations, monetary or non-monetary except as set forth herein.

1. Rental Payments

- a) Rent is due on the 1st day, and considered delinquent after the 10th day, of each month.
- b) Landlord will first apply any payment(s) towards any outstanding rental balance due.
- c) Tenant may not pay rent in cash. Tenant must pay rent by check or money order.

2. Notices

Landlord and Tenant must send all notices by postage pre-paid First-Class U.S. Mail or by recognized overnight delivery service. Notice is given when it is received or when delivery is refused. Landlord's and Tenant's notice addresses are set forth on Schedule A attached hereto. Additionally, any notices to Occupants shall be sent to the Leased Premises as well as the Tenant's notice address.

3. Use

- a) The Leased Premises may only be used as a private residence. From time to time the Tenant will designate individuals who are associated with its educational programs, to reside in the Leased Premises and will provide a written list of these designations to the Landlord prior to move in. All such designated individuals, together with their spouses and other immediate family members, are referred to as "Occupants".
- b) Tenant shall not commit any act or actively condone any activity to occur on the Property, which violates or breaks any Federal, State or local laws or ordinances. Tenant may not use or knowingly allow the Leased Premises to be used for any disorderly or illegal purpose.
- c) Tenant may not store or allow any hazardous, flammable or toxic substances in or on the Leased Premises except those used in common housekeeping practices. Tenant may not do or allow any behavior in the Leased Premises which is a nuisance or which creates a risk of injury, loss or damage. Tenant may not do or allow any activity which increases the costs of insurance or Landlord's ability to either get or keep insurance coverage on the Property.

4. Utilities

- a) Landlord will supply to the Leased Premises the utilities identified on Schedule B attached hereto. Payment for such utilities is as indicated on Schedule B.
- b) Tenant will pay for any other utilities serving the Leased Premises not previously listed or accounted for in this Lease.

5. Appliances; Furnishings

- a) Landlord will provide the appliances provided for on Schedule B.
- b) Landlord will repair or replace non-working appliances provided by Landlord.
- c) Tenant agrees to keep all appliances clean and to immediately report any appliances which are broken, damaged or not working properly. Tenant is responsible for the cost of repairing or replacing any appliance, which is broken, damaged or not working because of the fault of Tenant, any Occupant, or Occupants' guests. Landlord shall be responsible, at its cost, for repairing or replacing any appliance which is broken or damaged or not working from any other cause.
- d) Landlord will provide the furniture and furnishing, if any, that is listed on Schedule C attached hereto. If any furniture or furnishings are listed, then Tenant is responsible for the cost of repairing or replacing any furniture or furnishings that are broken or damaged because of the fault of Tenant, any Occupant or Occupant's guests, but Tenant shall not be responsible for ordinary wear and tear to such furniture or furnishings. Landlord shall be responsible, at its cost, for repairing or replacing any such furniture or furnishings which are broken or damaged from any other cause, or which wear out.

6. Cable Television, Telephone and Internet Equipment Wiring

Landlord shall be responsible for maintaining and repairing all telephone, cable television and internet equipment and wiring located in or serving the Leased Premises, to the extent that Landlord has provided telephone, cable television and/or internet to the Leased Premises. Tenant shall not be required to remove any telephone, cable television or internet equipment or wiring located within the walls or other structural elements of the Building.

7. Landlord Unable to Give Possession

- a) Landlord will not pay damages to Tenant if Landlord cannot give possession of the Leased Premises to Tenant by the Commencement Date for reasons beyond Landlord's control.
- b) If Landlord is unable to give possession of the Leased Premises to Tenant on the Commencement Date:
 - 1) Landlord will promptly notify Tenant that possession is not ready for Tenant;
 - 2) Tenant will not have to pay Rent or Additional Rent, and the Commencement Date shall not occur, until possession of the Leased Premises is given to Tenant;
 - 3) Tenant must pay Rent or Additional Rent for any part of a month that Tenant has possession.
- c) Tenant may terminate this Lease if possession of the Leased Premises is not given to Tenant by the Commencement Date. Tenant must give notice:
 - 1) in writing within five (5) days of receipt of Landlord's notice of delay or Landlord's failure to give possession of the Leased Premises to Tenant by the Commencement Date, whichever occurs first; or
 - 2) in writing before Tenant receives written notice that possession of the Leased Premises is available to Tenant.
- d) If Tenant terminates the Lease because Landlord has not given possession to Tenant, Landlord will return any Security Deposit or other deposits. Landlord must return all deposits within five (5) days after Landlord received Tenant's written notice ending the Lease.
- e) The Lease will continue if Tenant does not give Landlord written notice that Tenant is terminating the Lease. All duties and obligations of Tenant under the Lease will remain in effect, commencing when the Commencement Date occurs.

8. Ending the Lease

If this Lease is ended and Tenant does not leave on the ending date, Tenant will pay a monthly rent equal to 100% of the base rent stated in this lease.

9. Renewal

There is no automatic renewal under this Lease.

10. Subletting

Tenant may not transfer this Lease or sublet the Leased Premises or any part of the Leased Premises, subject to the provisions of paragraph 3(a).

11. Landlord's Entry Onto The Property

Landlord may enter the Leased Premises:

- a) Between 8:00 AM and 5:00 PM after a 48-hour notice to Tenant and to the Occupants, and with Tenant's reasonable consent and the opportunity for Tenant and/or the Occupants to be present, to:
 - 1) Make repairs;
 - 2) Improve the Leased Premises;
 - 3) Show the Leased Premises to possible lenders or Tenants;
 - 4) Perform a building systems inspection from time to time
 - 5) Investigate a suspected violation of this Lease.
- b) Without notice to Tenant and at any time in an emergency or pursuant to a court order.

12. Locks

Tenant agrees not to change or remove any locks to the Leased Premises. Tenant will pay any costs paid by Landlord:

- a) For changing locks; and/or For supplying duplicate keys.

13. Landlord's Responsibility

Landlord is responsible only for any loss, expense, injury or damage caused by Landlord or Landlord's agents or employees. Landlord shall also be responsible for the legal costs of defending Tenant if any claim is made against Tenant because of the acts of Landlord or Landlord's agents or employees. Tenant has the right to reasonably approve the attorney who will represent Tenant.

Except to the extent of Landlord's negligence or willful misconduct, and except as provided by law, Landlord is not responsible for any loss, expense, injury or damage to any person or Property caused by items including but not limited to:

- a) Theft
- b) Fire
- c) Ice, Snow or Rain
- d) Water
- e) Plumbing or Pipe Leaks
- f) Malfunction of appliances
- g) Interruption of any utilities; and/or
- h) Power Surges

14. Tenant's Responsibility For Injury or Damage

Tenant agrees that Tenant is responsible for:

- a) All personal property of Tenant, including automobiles;
- b) Loss, damage, costs, injury or death caused by Tenant, or by the use of Tenant's property;
- c) Any claim due to negligence by Tenant, except to the extent covered by Landlord's insurance;
- d) Payment for damages or costs of Landlord from any claim based upon the acts of Tenant, and,

15. Tenant's Insurance

Tenant and Occupants, at their option, shall determine whether to purchase insurance covering their personal property located in the Leased Premises, as well as general liability insurance to cover their acts at the leased Premises.

16. Priority of Lease

Subject to Tenant's rights under Section 47a-20e of the Connecticut General Statutes, if the Property is transferred as a result of a foreclosure, the new Landlord may elect to end this Lease by giving Tenant 30 day's written notice. All mortgages consensually granted by Landlord now or in the future come before this Lease. Tenant agrees to sign all papers needed by any such mortgage holder to give priority over this Lease provided such mortgage holder agrees not to disturb occupant.

17. Leaving the Leased Premises

The Leased Premises is considered abandoned and/or turned over to Landlord if the Occupants have removed all of their possessions and personal effects from the Leased Premises and either (a) Rent is more than two months past due, or (b) Tenant has provided an express statement that Tenant does not intend to occupy the Leased Premises after a specified date.

18. Rules

- a) Landlord may make reasonable rules and regulations to protect:
 - 1) The convenience, safety or welfare of the tenants in the Property,
 - 2) Preserve the Property from abusive use; and
 - 3) Make a fair distribution of services and facilities held out for all tenants generally.

19. Tenant and any Occupants will follow all existing rules and regulations as attached, and will also follow any new rules which are made by Landlord during this Lease after receipt of notice, provided said rules are applied to all tenants in the Building in a non-discriminatory fashion and that they do not diminish the rights of the Tenant or its designated Occupant.

20. Tenant's Duties at end of Lease

In addition to any other duties, which Tenant has under this Lease, Tenant will:

- a) Leave the Leased Premises when this Lease ends and return all keys to Landlord; and
- b) Return the Leased Premises:
 - 1) Clean and free of garbage or trash; and
 - 2) In good order and repair except for reasonable wear and tear and damage by casualty.

21. Maintenance

Landlord agrees to do all maintenance, repairs and replacements that are needed to the Leased Premises.

22. Repairs

Tenant agrees to:

- a) Immediately report to Landlord any damages or needed repairs; and
- b) Pay for repairs that are needed due to the negligence of Tenant, Occupant, or any of Occupants' family or guests.

23. Changes to the Leased Premises

Tenant may make changes, improvements or additions to the Leased Premises with Landlord's prior approval, which approval shall not be unreasonably withheld.

24. Use of Public Hall and/or Elevators

Tenant agrees that the Tenant shall not obstruct the entrances, hallways, corridors, stairways, elevators, exits and fire escapes of the Building, for any purpose other than ingress or egress from the Leased Premises. No furniture or bulky articles shall be carried up or down the stairways or elevators except at such time as may be reasonably prescribed by the Landlord. Tenant shall not erect any structures for storage, construct an aerial, or use the roof for any purpose. Tenant shall not affix any satellite dishes or other equipment to the outside of the Building. Tenant shall lock the entrance doors and apartment doors when leaving the Building or apartment, and shall not throw sweepings, rags, garbage, rubbish, etc., into toilets, bathtubs or sinks. Tenant also agrees not to store belongings on any balconies or porches.

25. No Unauthorized Vehicles

- a) No motorcycles, campers, boats, trailers or unregistered or disabled automobiles are allowed on the Property at any time.
- b) Tenant and Occupants may not store automobiles not in use.
- c) Tenant and Occupants may not make repairs to automobiles on the Property.
- d) Tenant and Occupants must have Landlord's written permission to have a commercial pickup truck or van on the Property.
- e) Landlord may tow, at Tenant's expense, any vehicle determined by Landlord to have been abandoned or stored in violation of this provision.

Landlord shall not rent to, nor permit anyone to use, any parking spaces at the Property, other than tenants or occupants of the Property.

26. Access Intercoms

Landlord shall maintain and repair in good condition any intercoms and/or video camera systems that are in the Leased Premises or the Property

27. Remove Trash/Recycling

Trash must be disposed of in accordance with the directions of the Landlord.

All garbage must be removed as it accumulates in the Property. Garbage may not be kept in closets, hallways, basements, etc.

If Tenant or any Occupant violates local ordinances for removal of trash/recycling and Landlord is fined, Tenant must pay the fine and any costs incurred by Landlord as a result of Tenant's actions.

28. Laundry Facilities

Any Laundry facilities that are provided in the Building and washer and dryer prices and/or times may change without notice.

29. Taking of Private Property

- a) Legal authorities are able to take Property, under power of eminent domain, after paying for it. This is known as "condemnation."
- b) Tenant agrees that if all or any part of the Leased Premises, or access thereto, is taken:
 - 1) Landlord and Tenant can each end this Lease if any part of the Leased Premises which is taken;
 - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss use of the Property or any part of the Property; and
 - 3) Tenant, by signing this Lease, has given to Landlord any rights, which Tenant may have to any money paid by the legal authorities for the taking of the Property.

30. Unenforceable Lease Conditions

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease still continues provided both parties continue to receive substantially all of the benefits originally conferred hereby.

31. Broken Conditions of Lease by Tenant

Tenant or Landlord has defaulted under this Lease if Tenant or Landlord, as applicable:

- a) Fails to pay rent or Additional Rent when it is due or within any applicable grace period provided by statute; or
- b) Does anything which is not permitted by this Lease and any applicable grace period provided by statute has passed; or
- c) Fails to do anything which is required by this Lease and any applicable grace period provided by statute has passed.

32. Landlord's Rights

The following are in addition to rights of Landlord under the law, if Tenant defaults under this Lease, any addendum to this Lease, or the Rules and Regulations, beyond applicable cure periods, Landlord can do any or all of the following at its option:

- a) Collect any due Rent and any other amounts due but unpaid by Tenant;
- b) Collect from Tenant for damages caused by Tenant or Tenant's defaulting under the Lease or Tenant's doing of any act, which is not permitted by the Lease;
- c) Go to court to evict Tenant and get back possession of the Leased Premises;
- d) Go to court to recover:
 - 1) Rent, Additional Rent and any future Rent that is or may be due from Tenant;
 - 2) Actual Damages; and/or
 - 3) Reasonable costs and expenses that are incurred by Landlord to enforce this Lease including court costs, collection costs and attorney's fees.

In all such situations, Landlord shall be obligated to mitigate damages. These are not the only rights Landlord has if Tenant defaults under this Lease. Landlord reserves its rights to pursue any other remedies allowed it under the Lease or by law. Landlord's decision to exercise any right or remedy will not waive or prevent it from enforcing any other rights or remedies it may have.

33. Loss of Rights

Neither Landlord nor Tenant gives up rights by delaying or not enforcing any condition in this Lease.

34. Written Changes to Lease

All of the promises and understandings between Landlord and Tenant are contained in this Lease. There are no other promises or understandings. Any changes to this Lease shall be in writing and signed by Landlord and Tenant.

35. Transfer by Landlord

This Lease shall be transferred to any person or entity that acquires title to the Property. If transferred, Tenant's obligations go to the new Landlord.

36. Additional Terms

The attachments set forth below are part of this Lease.

Attachment 1 - Rules and Regulations

Attachment 2 – Lead Disclosure Form.

	Landlord	(Tenant) Yale University
Signature:	X	X
Name (in print):		Susan M. Cascio
Title:		Director, Portfolio Management and Property Services Yale University, Office of University Properties Hereunto Duly Authorized
Date:		

Terms and Conditions

Schedule A

1. Date of Lease			
2. Property and Leased Premises			
a. Property:			
b. Building:			
c. Leased Premises	Unit #:	(#____ - Bedroom)	(#____ Bath)
d. Address			
The word "Property", when used in this Lease, shall include the Property, Building, and Leased Premises described above.			
3. Term			
Length of Lease:	() months	(Called the "Term" in this Lease.)	
Lease begins at 12:00 Noon on _____ (the "Commencement Date") and ends 5:00 P.M. on _____.			
4. Rent			
Monthly Rent:	\$		
Total rent for the length of the Lease Term is:	\$		
5. Address for Rent:			
Tenant must pay rent to Landlord at the following address:	_____ _____ _____		
6. Notices Addresses:			
Tenant must send notices to Landlord at the property's Leasing Office address as follows:	_____ _____ _____		
Landlord must send notices to Tenant to:	Yale University Office of University Properties 433 Temple Street New Haven, CT 06511 Attention: Susan Cascio		
with copies to:	_____ _____ _____		
and:	Yale University Office of the General Counsel 2 Whitney Avenue, Sixth Floor New Haven, CT 06520-8255 Attention: Aaron Mensh		

Schedule B

	Tenant Responsibility	Landlord Responsibility	Tenant Expense	Landlord Expense	Landlord Expense, Tenant to Reimburse	N/A
Electricity						
Water						
Sewer						
Gas						
Telephone						
Cable						
Internet						
HVAC Maintenance						
Trash						
Recycling						
Interior Cleaning (Premises)						
Light Bulbs						
Keys & Rekeying						
Security						

Landlord will provide the following appliances:	YES	NO
Stove/Range		
Refrigerator		
Dishwasher		
Disposal		
Microwave Oven		
Air Conditioner		

Schedule C

List of Furniture and Furnishings

Attachment 1

Rules and Regulations

Attachment 2

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

**Lead Warning Statement
for Address:**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure (initial)

_____ **(A) Presence of lead-based paint and/or lead-based paint hazards: (check one)**

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). Tenant provided with summary of lead-based paint information (see attached).

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ **(B) Records and reports available to tenant: (check one)**

- Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below.) Tenant provided with summary of lead-based paint information (see attached).

- Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- _____ **(C) Tenant has received copies of all information listed above.**
- _____ **(D) Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.**

Landlord's Acknowledgment (initial)

- _____ **(E) Landlord has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.**

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

_____	_____	_____	_____
	Tenant	Date	Tenant
			Date
LANDLORD	Date	_____	_____
		Tenant	Tenant
		Date	Date