



# *Town of Glastonbury*

## *Community Development*

TO: Town Plan & Zoning Commission

FROM: Gary Haynes, Planner

DATE: June 27, 2024

RE: **8-24 Referral: Town Lease Agreement at 2157 Main Street for Residential Home**

Residents of 2157 Main Street are seeking a lease agreement with the Town of Glastonbury to lease a residential home located at 2157 Main Street. The proposed lease agreement is for August 1, 2024, to July 31, 2025.

Per CGS Section 8-24, no municipal agency or legislative body shall lease any municipally owned property or public building until the proposal to take such action has been referred to the commission for a report. If the commission supports the leasing of this property, it may approve the following motion:

*MOVED, that the Town Plan and Zoning Commission of the Town of Glastonbury recommends to the Town Council the leasing of residential property at 2157 Main Street for one year per attached lease agreement. The commission finds the lease agreement is not in conflict with the goals and policies established in the 2018 – 2028 Plan of Conservation and Development.*

Attachments:

- Draft Lease Agreement



charge a returned check fee will be charged. The late charge returned check fee, and any other charges imposed under this Lease, including, without limitations, Landlord's reasonable attorney's fees and other costs incurred in evicting Resident and re-letting the Premises, shall become due and collectible as part of the rent.

- e. Security Deposit. The Resident agrees to pay an amount equal to one months' rent (**\$1962.00**) as a security deposit to be used by the Landlord at the termination of this Lease towards reimbursement of the cost of repairing any damage to the Premises caused by the Resident, his or her family, dependents, or any guest or invitee of Resident, the cost of cleaning the Premises and any rent or other charges owed by the Resident.

Landlord agrees to deposit such security deposit in an interest-bearing account and to pay to the Resident such interest as may be required by law that accrues on the Resident's security deposit.

Landlord agrees to return the security deposit, with such accrued interest as may have been earned, to Resident within thirty (30) calendar days after Resident vacates the Premises, less any deductions for any of the costs indicated in this subparagraph (f). If such deductions are made, Landlord will give Resident a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while the Resident occupies the Premises.

#### 4. OCCUPANCY:

- a. Use. The Resident shall use the Premises as his or her primary residence and the primary residence of any members of his or her household authorized by the Lease to reside at the Premises, and for no other purpose. Resident shall not permit any persons other than those listed above to reside at the Premises for more than fourteen (14) consecutive days or for more than thirty (30) days total each year without obtaining the prior written approval of the Landlord.
- b. Right to Exclusive Use and Occupancy. The Resident has the right to exclusive use and occupancy of the Premises, which includes members of the Resident's household authorized to reside in the Premises by the Lease, reasonable accommodation of Resident's guests in compliance with Landlord's guests policy (if any), and, with the prior written consent of the Landlord, any foster children and the live-in care giver of any members of the Resident's household authorized to reside in the dwelling unit by the Lease.
- c. Pets. The Resident shall not keep any pets on the Premises.
- d. Indemnity. To the greatest extent permitted by applicable law, Resident shall protect, indemnify and hold Landlord harmless with respect to and from any claims, actions, liabilities, costs, expenses, damages or injuries to persons or property (i) occurring on the Premises, (ii) occurring as a direct result of conditions on the Premises over which Resident has control and for which Resident is obligated under the terms of this Lease, or (iii) proximately caused by Resident, a member of Resident's household, a guest of Resident and/or persons under the control of Resident. Accordingly, Resident shall be solely responsible for any loss, damage, expense or injury (including death) to persons or property arising out of Resident's use and occupancy of the Premises or in connection with this Lease.

5. **CONDITION OF PREMISES:**

- a. Pre-Occupancy Inspection: The Landlord and the Resident acknowledge that the Resident or the Resident's representative inspected the Premises prior to commencement of the first occupancy by the Resident. The Landlord has furnished the Resident with a written statement of the condition of the Premises, including the dwelling thereon and all equipment therein. The statement was signed by the Landlord and the Resident, and a copy of the statement has been retained by the Landlord in Resident's folder.
- b. Post-Termination Inspection: Landlord shall give Resident or his representative reasonable notice of the date and time when Landlord will inspect the Premises after the date of termination of the tenancy to compile a list of any damage to the Premises. Resident shall have the right to be present at such inspection to verify the accuracy of such list, and Landlord shall provide a copy of such list to Resident, unless Resident vacates without notice to the Landlord.

6. **UTILITIES/EQUIPMENT:**

- a. Landlord-Provided Utilities. Landlord shall provide the following utilities: Water and sewer (each, a "Landlord-Provided Utility", and together, the "Landlord-Provided Utilities"). Notwithstanding the foregoing, in no event shall Landlord be liable for any interruption in the provision of any Landlord-Provided Utility for any reason beyond Landlord's reasonable control.
- b. Non-Landlord-Provided Utilities. Utilities other than Landlord-Provided Utilities are the responsibility of the Resident to obtain and maintain, and to pay the cost thereof; and any failure to do so may result in termination of this Lease as provided for in Section 11 of this Lease below. The Resident agrees to obtain natural gas & electric service in Resident's name without interruption for lack of payment or abandonment.
- c. Equipment. The Landlord agrees to furnish the following or similar equipment without additional cost:

EQUIPMENT	MAKE	MODEL	SERIAL NO.
Dishwasher	Maytag	MDB4621AWWO	FU5109275
Stove	GE	SBP21WB1WW11.7	HZ2028036
Refrigerator	GE	TBX18SABORWW	FZ579174
Washer	Whirlpool	WTW4900BW	C43033927
Dryer	Whirlpool	WED4850BW1	M42927481

- d. Resident shall be charged for maintenance and repairs to the Premises and the equipment described in subparagraph (c) of this Paragraph 2 beyond normal wear and tear, and such charges shall become due and payable on the first day of the month following the month in which the charge was incurred.

7A. **LANDLORD'S OBLIGATIONS UNDER THE LEASE:** Landlord agrees to assume the following general obligations, many of which are more specifically discussed in the remainder of this Lease:

- (1) Landlord shall maintain the exterior of the Premises in decent, safe and sanitary condition, including maintaining the yards in the front and the rear of the dwelling in a neat and orderly manner and mowing of the lawns and raking of leaves, excluding all snow removal and ice control with the exception of the public right of way sidewalk bordering and running parallel to Main Street.

- (2) Landlord shall comply with requirements of the applicable building and housing codes materially affecting health and safety;
- (3) Landlord shall make necessary repairs to the Premises (however, Landlord will not be responsible for the cost of repairs required due to the acts or omissions of Resident or his or her family, dependents, guests, or invitees, other than due to ordinary wear and tear, and Resident shall reimburse Landlord for the cost of such repairs on demand);
- (4) Landlord shall keep the Premises in a clean and safe condition;
- (5) Landlord shall maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Landlord;
- (6) Landlord shall provide written notice to the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Resident to another unit, or imposition of charges for maintenance and repair; and
- (7) Landlord shall perform any work hereunder which is necessary to cure any, if any, non-compliance with Conn. Gen. Stat. § 47a-7a (1) and (2).

7B. **RESIDENT'S OBLIGATIONS UNDER THE LEASE:** Resident agrees to the following general obligations, many of which are more specifically discussed in the remainder of this Lease:

- (1) Resident shall not assign the Lease or sublease the Premises;
- (1) Resident shall not provide accommodations for boarders or lodgers;
- (2) Resident shall maintain the exterior rear deck and stairways in a decent, safe and sanitary condition, including maintaining snow and ice removal.
- (3) Resident shall remove snow and ice from any walkways leading into the leased premise and the driveway.
- (4) Resident shall use only two (2) bays of the three (3) car garage as directed by the Landlord.
- (5) Resident shall abide by necessary and reasonable regulations promulgated by the Landlord (in the manner prescribed herein) for the benefit and well-being of the Property and its residents which shall be posted in the management office and incorporated by reference in the Lease;
- (6) Resident shall comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;
- (7) Resident shall keep the interior of the Premises and such other areas in a clean and safe condition;
- (8) Resident shall dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner as prescribed by the Glastonbury health codes, and shall be responsible for obtaining Waste Removal provider at their own expense;
- (9) Resident shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators;
- (10) Resident shall refrain from, and shall cause all members of Resident's household, Resident's guests and all other persons under Resident's control to refrain from destroying, defacing, damaging, or removing any part of the Premises or Property;
- (11) Resident shall pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the Premises, including any and all appliances, hot water heaters, air-conditioning/heating units, fixtures, etc. within the Premises, as well as any damages to the

Property (including damages to Property buildings, facilities or common areas) caused by the Resident, a member of the household or a guest, or any other person under Resident's control;

- (12) Resident shall act, and shall cause Resident's household members, guests, and other persons under Resident's control to act, in a manner which will not disturb other residents' or neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Property in a decent, safe and sanitary condition;
- (13) Resident shall make reasonable efforts to assure that neither Resident nor any member of the household of Resident, or any guest of Resident engages in any activity as set forth in subparagraphs (A) or (B) below. For the purposes of this paragraph (11) and paragraph (12) below, "reasonable efforts" may include attempting to influence a person's behavior, or if Resident is unaware of the conduct until after it occurs, getting appropriate help for the person or prohibiting such person from returning to the Premises, or any other action deemed reasonable by the Landlord after reviewing the particular circumstances.
  - (A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Property by other residents or employees of the Landlord, or
  - (B) Any drug-related criminal activity on, off or near the Property. Such activity shall be cause for termination of tenancy, and for eviction from the Premises;
- (16) To make reasonable efforts to assure that no person under the Resident's control engages in:
  - (A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Property by other residents, or
  - (B) Any drug-related criminal activity on the Property;
- (17) Not to change the locks or add any locks to the doors at the Premises;
- (18) Not to remove or disable any smoke, carbon monoxide or fire detectors or security systems at the Premises; and
- (19) **Not to use any fireplace located within the Premises for any purpose whatsoever, whether for the burning of wood or objects or otherwise.**
- (20) Not to use the attic for any purpose whatsoever.

**8. RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the Premises;
- b. paint or install wallpaper or contact paper in the Premises;
- c. attach plant hangers, awnings or window guards in the Premises;
- d. attach or place any fixtures, signs, or fences on the Premises or any other portion of the Property;
- e. attach any shelves, screen doors, or other permanent improvements in the Premises;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install ceiling fans, heaters, or other attached appliances in the Premises;
- h. place any satellite dish, aerials, antennas or other electrical connections on the Premises, or any other portion of the Property;

- i. install additional or different locks or gates on any doors or windows of the Premises or install an electronic security system;
- j. operate a business as an incidental use in the Premises; or
- k. plant any flowers, or any vegetation in the ground around or in the Premises except with the prior written permission of the Landlord.

9. **ACCESS BY LANDLORD:**

- a. In general. Except as specified below, the Landlord shall provide forty-eight (48) hours written advance notice to the Resident of his or her intent to enter the Premises for the purpose of performing routine inspections and preventive maintenance, extermination or to show the Premises for re-renting. The notice shall specify the date, time, and purpose for the entry. If the Resident and all adult members of the household are absent from the Premises at the time of delivery of such advance notice, the Landlord shall leave in the Premises a copy of such advance notice. The Resident hereby agrees to permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord or an agent of Landlord, to enter the Premises for these purposes. If the Resident and all adult members of the household are absent from Premises at the time of entry, the Landlord shall leave at the Premises a written statement specifying the date, time and purpose of entry prior to leaving the Premises.
- b. In case of emergency. Notwithstanding the foregoing, the Landlord may enter the Premises at any time without advance notice when there is reasonable cause to believe an emergency exists, or if the Resident has asked the Landlord to do work in the Premises and Landlord enters the Premises to perform such work.
- c. Routine inspections. It is agreed and understood that for routine inspection, preventive maintenance procedures, or city code inspections, posting a written notice in the mail for delivery and/or leaving a notice in the front door of the Premises shall be regarded as notice to enter.

10. **DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY.** In the event the Premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:

- (a) The Resident shall immediately notify the Landlord of the damage;
- (b) Either party shall have the option of terminating the Lease by notice in writing given within fourteen days of the damage or destruction;
- (c) If the Lease is not terminated, the Landlord shall be responsible for the repairs of the Premises within a reasonable time;
- (d) If the damage was caused by the Resident, a member of the Resident's household or Resident's guests, the reasonable costs of the repairs shall be charged to the Resident; or
- (e) If the Lease is not terminated, provisions shall be made for the abatement of rent in proportion to the seriousness of the damage and loss in value of the Premises as a dwelling; except that no abatement of rent shall occur if the damage was caused by the Resident, a member of the Resident's household or Resident's guests.

11. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease by the Landlord shall be carried out in accordance with State of Connecticut regulations, State and local law, and the terms of this Lease. The Landlord shall not terminate or refuse to renew this Lease other than for:

- a) The Resident's serious or repeated violations of material terms of the Lease;
- b) The Resident's failure to make payments for rent or other charges due under the lease;
- c) The Resident's failure to fulfill the Resident's obligations as described in Section 7B above;
- d) The Resident's income exceeding an income limit for any, if any, applicable housing program;

or

- e) Other good cause, which shall include, but not be limited to, the following:
  1. The failure to accept the Landlord's offer of a lease within the time period specified in the Lease (if any);
  2. the Resident's failure to comply with any Landlord's rules and regulations;
  3. conviction of a member of the Resident's household for a felony as provided in Section 11 f) below;
  4. discovery after execution of the Lease and admission to the Premises of facts that made or make the Resident ineligible; or
  5. discovery of a materially false statement or fraud by the Resident in connection with Resident's application for assistance with housing or with reexamination of Resident's income.

For the purpose of example only, and without limiting the generality of the foregoing, material terms of this Lease, the violation of which shall lead to Lease termination (and eviction), include, but are not limited to, the following:

- a) the Resident's nonpayment of rent, nonpayment of other charges due under this Lease, including but not limited to utility charges, repair charges, late fees or returned check fees, etc.;
- b) the Resident's failure (i) to provide timely and accurate statements of income, assets, expenses and family composition upon admission, or in connection with any, if any, interim, special or annual rent recertifications, (ii) to attend any scheduled reexamination interviews, (iii) to cooperate in the verification process, or (iv) to respond to any notifications from the State of Connecticut Department of Housing or the Landlord regarding income discrepancies;
- c) the Resident furnishing false or misleading information during the initial application or review and any subsequent applications or review processes (including interim, special and annual rent recertifications);
- d) use of the Premises for purposes other than solely as the primary dwelling for the Resident and the members of Resident's household identified in this Lease, or permitting its use for any other purpose without the prior written permission of the Landlord;
- e) the Resident's failure to abide by the provisions of the Landlord's pet policy;
- f) any violent or drug-related criminal activity by the Resident, a household member of Resident, or a person within control of Resident, on or off the Property, not just on or near the Premises;
- g) alcohol abuse by the Resident, or a household member of Resident, that the Landlord, in its sole discretion, determines to interfere with the health, safety, or right to peaceful enjoyment of the Property by other residents;
- h) Resident's furnishing of false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation;
- i) Resident's failure to obtain or maintain required utilities for the Premises;
- j) failure of the Resident to allow the Landlord to inspect the Premises;



- k) Landlord's determination that a Resident, or a household member of Resident, has knowingly permitted an ineligible person not listed on this Lease to permanently reside in the Premises; and/or
- l) the Landlord's determination or discovery that the Resident or a member of the Resident's household residing in the Premises is a registered sex offender.

If any breach by Resident occurs, Landlord may immediately, or at any time while such breach exists, terminate this Lease by notice to Resident specifying a date not less than ten (10) days after the giving of such notice on which this Lease shall terminate, and this Lease shall come to an end on the date so specified, and Resident shall then quit and surrender the Premises to Landlord. In case of any default by the Resident hereunder, termination, entry, or repossession by the Landlord through summary proceedings, ejectment or otherwise, all annual rent and other sums due hereunder shall be immediately due and payable and the Resident shall also pay to the Landlord all expenses which the Landlord may incur in connection therewith for court costs, attorneys' fees, sheriff's fees, brokerage commission, and, in addition, all other costs paid or incurred by the Landlord for restoring the Premises in good order and condition and for reletting and/or maintaining the Premises. To the extent permitted by law, Resident waives all rights to notice to quit the Premises.

12. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord thirty (30) days written notice before moving from the Premises. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the Premises is re-rented, whichever date comes first.

13. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:**

a) Death. Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, this Lease will terminate. The Landlord shall obtain possession of the Premises in accordance with the Connecticut General Statutes. In any event, the termination of a Lease under this Section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period (described in Section 11 above), or for the payment of amounts necessary to restore the Premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

b) Incapacity. If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease, then the Landlord may terminate the Lease.

14. **PROPERTY ABANDONMENT:** If a Resident abandons the Premises, the Landlord shall take possession of the Resident's personal property remaining on the Premises and shall store and care for the property to the extent required by law. The Landlord shall have a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

15. **DELIVERY OF NOTICES:**

a) Notice by Landlord: Except as may be otherwise provided under this Lease, any notice from the Landlord shall be in writing and delivered to the Resident's Premises, or sent prepaid first-class mail, properly addressed to the Resident. If the Resident is visually impaired, all notices to such Resident shall be in an accessible format. Notwithstanding anything to the contrary contained herein, any notice of Lease termination shall be sent in accordance with Section 11 above.

b) Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered or sent by first-class mail to TOWN MANAGER, TOWN OFFICE BUILDING, 2155 MAIN STREET, GLASTONBURY, CT 06033, or such other recipient as Landlord may designate in writing.

c) Notice of Adverse Action: Notwithstanding the foregoing or anything to the contrary contained herein, a notice of adverse action to the Resident shall state specific grounds for the action or Lease termination and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. The notice shall also inform the Resident of the right to examine the Landlord's documents directly relevant to the action. When the Landlord is required to give the Resident the opportunity for a hearing, the notice shall also inform the Resident of the right to and the method for requesting such a hearing.

16. **INSURANCE:** Landlord shall not be responsible for maintaining insurance on Resident's personal property.

17. **LEAD-BASED DISCLOSURES:**

         (Initial Here) Resident acknowledges the receipt of the EPA Pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001), as well as the document entitled "*Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*". In addition, Resident acknowledges that Landlord has disclosed to Resident the existence of lead-based paint or hazards, including any investigative reports in the Landlord's possession, in regard to the leased property (namely, the Premises). Resident acknowledges that Resident received all said information and had the opportunity to review the same prior to execution of this Lease.

18. **JOINT AND SEVERAL LIABILITY:** If this Lease is signed by more than one person as Resident, each person signing this Lease as Resident shall be obligated jointly and severally for all obligations of Resident under this Lease.

19. **HOLDING OVER:** Resident has no right to remain in the Premises after the term of this Lease ends and holding over by Resident does not renew this Lease without Landlord's written consent. If Resident remains in the Premises without Landlord's written consent after the term of this Lease ends, Landlord may, at its option, (i) elect to treat Resident as not having vacated at the end of the term, and Landlord shall be entitled to all remedies against Resident provided by law; or (ii) elect to construe such holding over by Resident as a tenancy from month to month, subject to all of the other terms and conditions in this Lease, except that monthly rent payable shall be two times the amount of monthly rent payable during the last month of the Lease term.

20. **BROKERS:**

         The parties recognize          and          as the broker(s) who arranged this Lease. Landlord will pay said broker(s) a commission as agreed upon.

  X   No broker(s) arranged this Lease.

Resident shall protect Landlord against the claims of other brokers for a commission for this Lease where the claims are based on showing the Premises to Resident or interesting Resident in the Premises. This includes paying all costs of defending any such claim, including reasonable attorneys' fees. The provisions of this paragraph shall survive the expiration or termination of this Lease.

21. **RULES AND REGULATIONS:** The Resident agrees to abide by necessary and reasonable rules and regulations promulgated by the Landlord from time to time for the benefit and well-being of the Property and the Landlord's residents, any of which rules and regulations are attached hereto and hereby incorporated by reference in this Lease. Any proposed changes to the Landlord's rules or

regulations concerning the Resident's use and occupancy of the Premises shall comply with the provisions of Section 47a-9 of the Connecticut General Statutes.

22. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, sexual orientation, mental retardation, physical disability, including, but not limited to blindness or deafness, children in the family, except (as to children in the family) in the case of a development that constitutes "housing for older persons" as defined in section 807(b)(2) of the Fair Housing Act (42 U.S.C. § 3607(b)(2)), the sex of the head of household, or any other classification(s) protected by state or federal law.

23. **DAMAGE OR DESTRUCTION OF PREMISES; REPAIRS**

a) Notice by Resident: Resident shall immediately notify Landlord of any damage to the Premises which could be hazardous to the life, health or safety of the occupants.

b) Repairs: After such notice, the Landlord shall be responsible for repair of the Premises within a reasonable time, provided that if the Resident, household members or guests caused the damage, or if the damages is the result of other than ordinary wear and tear, the cost of the repairs shall be charged to the Resident. The cost of the repairs shall be determined based on, if applicable, the Schedule of Charges posted in Landlord's office, or otherwise, the actual cost incurred by Landlord. Landlord shall give Resident written notice of such charges, which shall become due and two (2) weeks after the provision of such notice.

c) Alternative Accommodations: The Landlord shall offer adequate replacement housing, if available, in circumstances where necessary repairs for which Landlord is responsible cannot be made within a reasonable time.

d) Rent Abatement: Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value of the Premises for periods in which repairs are not made or alternative accommodations not provided in accordance with (b) and (c) above, except that no abatement of rent shall occur if the Resident unreasonably rejects the replacement housing provided under (c) or if the damage was negligently or willfully caused by the Resident, a member of his or her household, a guest of the Resident, or another person within Resident's control.

24. **ENTIRE AGREEMENT; PARTIAL INVALIDITY; AMENDMENTS**

A. The terms and conditions set forth in this Lease and any Attachments, Riders or Addenda attached hereto or specifically referenced herein constitute the entire agreement between the Resident and Landlord. Subject to subsection C below, no modification, waiver or amendment of this Lease shall be binding upon either the Landlord or Resident unless made in writing and executed by both parties. However, Landlord may amend the Rules and Regulations referred to herein in the manner prescribed by the Lease.

B. If any court declares a particular provision of this Lease to be invalid or illegal, all other terms and conditions of the Lease will remain in effect and both the Landlord and the Resident will continue to be bound by them.

C. Any modification hereto shall be mutually agreed upon, in writing, and incorporated into this Lease; provided, however, that a waiver of such requirement may be made by mutual agreement or by course of conduct.

25. **MORTGAGE ON PROPERTY**

This Lease and the estate of Resident shall be subject and subordinate to any present or future deeds of trust, deeds to secure debt, and mortgages on the real estate (or any part of it) upon which the Premises is situated and to all advances upon the security of such deeds of trust and mortgages.

26. **REMEDIES CUMULATIVE, NON-WAIVER OF OBLIGATIONS**

A. All rights and remedies given to Resident or to Landlord shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease.

B. Resident's obligation to pay rent during the term or any extension thereof or any hold over tenancy shall not be waived, released or terminated by the service of any notice; demand for possession; notice of termination of tenancy; institution of any action; any judgment for possession; or any other act or acts resulting in termination of Resident's right of possession.

C. Failure of Landlord to seek redress for the violation of, or to insist upon, the strict and prompt performance of any covenants or conditions of this Lease or of any rules and regulations attached hereto or incorporated herein by reference shall not operate as a waiver of any such violation or of Landlord's right to insist upon prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. Acceptance by Landlord of any late payment of rent or additional rent shall not constitute a waiver of any rights of Landlord, including, without limitation, the right to terminate this Lease as herein provided. The receipt of any rent or additional rent by Landlord with the knowledge of such breach shall not operate as a waiver of such breach. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

27. **OCCUPANCY OF DISABLED ACCESSIBLE UNIT:** If Resident does not have a disability requiring accessible features, and resides in an accessible unit, Resident agrees, upon Landlord request, to move to the next available unit of the same or suitable size not having such features within thirty (30) days of notification by Landlord.

28. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments, Riders and Addenda to this Lease, and understands that each of these documents is part of this Lease.

Smoke Free Lease Addendum	<u>X</u> _____ (check if attached)	_____ (Resident Initials)
Rules and Regulations	<u>X</u> _____ (check if attached)	_____ (Resident Initials)
Other: HAP Contract	<u>X</u> _____ (check if attached)	_____ (Resident Initials)
Other: Security Deposit Guar.	<u>X</u> _____ (check if attached)	_____ (Resident Initials)

29. **NOTICE RE FIRE SPRINKLER SYSTEM:** The Resident acknowledges that the Premises is not equipped with a fire sprinkler system.

[Balance of Page Intentionally Blank; Signatures on Next Page]

Signatures:

RESIDENT: 1) \_\_\_\_\_

Lenell Wiggins

\_\_\_\_\_ Date

2) \_\_\_\_\_

\_\_\_\_\_ Date

LANDLORD: \_\_\_\_\_

Town of Glastonbury

\_\_\_\_\_ Date

By: \_\_\_\_\_

Jonathan Luiz

Its: Town Manager

**[SIGNATURE PAGE OF LEASE]**

**ATTACH ALL ADDENDUMS AND ANY RIDERS TO THIS LEASE**