

# **WESLEYAN UNIVERSITY**

## **FACULTY AND STAFF RESIDENCE LEASE**

AGREEMENT made this **1<sup>st</sup>** of **July**, by and between WESLEYAN UNIVERSITY of Middletown, Connecticut, a specially chartered corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "Wesleyan") and **First and Last Name** (hereinafter referred to as "Tenant").

Wesleyan has let and rented unto the Tenant and the Tenant has hired and taken from Wesleyan the premises described as **Street Address** in consideration for the conditions, covenants, warranties, terms and agreements herein following:

1. **Term:** The lease term shall commence on **July 1, 20xx** and shall end on **June 30<sup>th</sup>, 20xx** unless sooner terminated as herein provided.
2. **Rent and Deposit:** Total rent for the entire lease term shall be \$    , payable in equal installments of \$     each due in advance no later than the first day of each month. Payments of rent shall be payroll deducted for all active Wesleyan employees. Tenant shall leave with Wesleyan a security deposit in the sum of \$    .
3. **Management Agent:** Tenant recognizes Wesleyan's Rental Properties as the management agent for the premises.
4. **Notices:** All notices to be given hereunder shall be in writing and shall be mailed or delivered to Wesleyan and Tenant at the following addresses:

**Rental Properties**  
**170 Long Lane**  
**Middletown CT 06459**

**First & Last Name**  
**Street Address**  
**Middletown CT 06457**

5. **Entire Agreement:** This lease, including any schedules attached hereto and any writings incorporated by reference or referred to herein, constitutes the entire agreement between the parties and may be amended only by a written agreement between the parties.
6. **Subletting and Assignment:** Tenant shall not sublet the premises or any part thereof or assign this lease without the express written permission of Wesleyan. A subletting or assignment will not release Tenant from liability under this lease unless Wesleyan, in writing, expressly releases Tenant. Subletting or assignments will only be permitted to existing Wesleyan faculty and staff who are otherwise eligible for the rental housing benefit. No exceptions will be permitted.
7. **Enjoyment of Premises:** Upon payment of the rent and performance of its obligations hereunder, Tenant is entitled to peaceful and quiet enjoyment of the premises during the term of this lease.
8. **Inspection of Premises:** Wesleyan, by its agents, employees and representatives, and/or by any contractor, real estate agent or other party authorized to represent it, may inspect and repair the premises at reasonable times; and may, after notice to Tenant, show the premises to others within six months before the term of this lease ends; and, in addition, when it has reasonable cause to believe that immediate entry is necessary to prevent substantial damage

to the premises, may enter the premises immediately at such time and without advance notice to prevent such substantial damage.

9. Default: Rent as hereinabove described shall be payable without any demand being made by Wesleyan for the same. If said rent shall remain unpaid fifteen (15) days after the same becomes due or if the Tenant shall fail to do as herein agreed, or on breach of any covenant or stipulation herein contained, then the Tenant shall be in default and this lease shall become void at our option and we may send you notice and cancel this lease. The Tenant hereby expressly waives right to Notice of Default and to a Notice to Quit possession as prescribed by the statute relating to Summary Process. Wesleyan shall have the right, but not the obligation, to commence a summary process action against you by sending you a notice to quit or such other notice to vacate or demand for rent and/or damages as Wesleyan shall deem appropriate. Notwithstanding any other provision of this lease agreement to the contrary, Wesleyan shall have all rights and remedies against Tenant in the event of default including rights to resume possession and remove Tenant without liability for damage therefore as shall be permitted by the laws of the State of Connecticut then in effect. In the event of eviction prior to the end of the entire original lease term or any extension or renewal thereof, Wesleyan shall exercise its best reasonable efforts to relet the premises or any part thereof to another faculty or staff member satisfactory to Wesleyan and shall apply any monies received there from first to pay any expenses of Wesleyan in connection with said resumption of possession and reletting, and then to the payment of rent and the performance of Tenant's other obligations under this lease. Tenant agrees, whether or not Wesleyan has been able to relet the premises, to pay on demand the entire rent provided by this lease for the entire lease term, less the proceeds of any reletting as provided above.
10. Lien: Tenant does hereby create a lien in favor of Wesleyan on all of Tenant's goods, property, rights of action and effects of every description located on the premises and in any financial aid, wages, refunds, deposits or other sums or payments held by Wesleyan for or owed by Wesleyan to the Tenant; and Tenant does hereby agree that in the event of default as herein provided, the same shall stand liable and be charged for the payment of all rent and damages due by the terms of this lease, and may be held by Wesleyan and/or attached for that purpose, and, in particular, any and all sums held by Wesleyan for or owed by Wesleyan to the Tenant may be applied directly by Wesleyan to set-off, reduce and/or eliminate the sum owed Wesleyan by reason of eviction, non-payment of rent, and/or damage to the premises in violation of the terms of this lease.
11. Extensive Damages to Premises: If the premises become, for any reason, so damaged as to become uninhabitable, Wesleyan or Tenant may thereupon end the term of this lease by sending notice thereof to the other. If such damage results from the negligence or misconduct of the Tenant, then Tenant shall be liable for all reasonable expenses incurred by Wesleyan in repairing such damage, plus any and all rent which would have been payable by the Tenant during the period in which the premises are uninhabitable.
12. Condemnation of Right of Eminent Domain: In the event that the premises or any part thereof are to be or are taken for a public or quasi-public use by right of eminent domain, this lease shall terminate at the option of and on the date designated by Wesleyan, or at such time as occupancy is no longer possible or permitted. Rent shall be apportioned as of said date of termination. In any event, Tenant waives all claims against Wesleyan by reason of said complete or partial taking and Tenant has no rights in the proceeds of or award for such taking.
13. Tenant's Obligations: Tenant covenants as follows and agrees that any violation of said covenants will constitute a default:
  - a. Use: Tenant will use the premises as a residence and for no other purpose in a quiet and orderly manner. The premises shall be occupied only by Tenant(s) and other family members, if any, who are listed on the application, and only the persons specifically

listed below:

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- b. Notification of Damage or Injury: Tenant will promptly notify Wesleyan of the presence of any dangerous conditions on the premises and or any material loss or damage to the premises or injury to persons thereon.
- c. Alterations: Tenant will not alter or redecorate the premises, including painting or finishing, without prior written consent of Wesleyan. Additional charges may occur if consent is not given.  
Satellite Dishes: Non-invasive cable services are available. No satellite dishes will be allowed to be installed on Wesleyan buildings, only ground installation with prior written approval from Owner.
- d. Compliance with Laws: Tenant will comply with and conform to all of the laws of the United States and the State of Connecticut; and the By-Laws, Rules and Regulations of the City and Town of Middletown relating to Health, Nuisance, Fire, Safety, Highways and Sidewalks, so far as the premises herein leased are concerned and will suffer no violation thereof by others.
- e. Noise and Nuisance: Tenant will neither make nor suffer noise, disturbance or nuisance such as to impair the quiet enjoyment of tenants of other premises and neighbors especially during normal sleeping hours. Noise contemplated by this provision includes, but is not limited to, pets, loud playing of stereo and other sound-reproducing and recording devices and musical instruments and the exploding of firecrackers.
- f. Trash and Debris: Tenant will not permit accumulation of boxes, packages, barrels, waste paper, garbage or other trash and debris on the premises. Tenant will place all such material in such time, place and manner as designated by Wesleyan for periodic removal.  
a. "On March 3, 2014, the Common Council adopted new ordinances, Sections 253-23 to 253-26, which require that all garbage carts and recycling bins be removed from the curbside within 24 hours of pick-up. A fine of \$25 will be issued for each violation. Please note that each continuing day of noncompliance shall constitute a separate violation." Any fines will be billed back to the Tenant.
- g. Condition: Tenant will maintain the premises in a safe, clean and habitable condition and will be responsible for loss or damage suffered by Wesleyan because of the negligence or misconduct of Tenant or Tenant's guests.
- h. Surrender of Premises: Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean, and operating condition and in the same condition as when received, ordinary wear and tear excepted. At the time of vacating, Tenant shall clean the premises, including without limitation, cleaning the stove and refrigerator, and shall remove all trash from the premises. If the cleaning and removal of trash is not done by Tenant, Landlord may have that done at Tenant's expense. Upon vacating the premises, Tenant shall deliver all keys thereto to Landlord immediately after vacating; should Tenant fail to comply, Landlord may charge Tenant for changing locks.
- i. Pets: Tenant will not keep more than two (2) domestic pets. Laboratory animals or other animals, birds, reptiles or similar creatures are not permitted. Tenant will be responsible for any and all damages caused by them. Rental Properties will require a refundable \$250.00 deposit for each pet on the premises (refund will be returned after

satisfactory inspection of the premises). If any damages are noted this deposit may be used to cover any damages and/or refurbishment of the hardwood or carpeted floors within the property.

- j. Rules and Regulations: Tenant further covenants to take, use and occupy the premises in compliance with any and all other rules which Wesleyan shall impose regarding occupancy and use of the premises.
  - k. Insurance: As a tenant in a Wesleyan property, **YOU ARE STRONGLY ENCOURAGED TO PURCHASE RENTERS INSURANCE**. Wesleyan will not be responsible for damage or loss of personal property belonging to you or a guest. **Storing items in attic or basement spaces is at Tenant's risk.**
14. Wesleyan's Obligations: Wesleyan agrees as follows:
- a. Premises in Good Condition: Wesleyan will deliver the premises to Tenant at the commencement of the lease term in good and habitable condition.
  - b. Maintenance: With respect to leased premises in multiple dwelling units, Wesleyan will maintain the building, grounds, common rooms and hallways without cost to Tenant and will maintain the heat, water and electrical systems and make repairs to the above and to appliances (see paragraph 29) and fixtures supplied by Wesleyan within the premises without cost to Tenant unless such repairs are necessitated by the negligence or misconduct of Tenant.  
  
All window coverings are the responsibility of the tenant. Wesleyan is not responsible for repair and/or replacement of any window coverings.  
  
With respect to leased premises in single-family residences, Wesleyan will maintain the building and grounds without cost to Tenant and will maintain the heat, water and electrical systems and make repairs to the above and to appliances and fixtures supplied by Wesleyan within the premises without cost to Tenant unless such repairs are necessitated by the negligence or misconduct of Tenant.  
  
For the purposes of this lease grounds maintenance shall include seasonal snow removal. Tenant understands and agrees that the exact timing for snow removal at the premises cannot be predicted or guaranteed and that the landlord will use reasonable efforts to ensure that the snow removal services are performed within twelve (12) hours of the end of a specific snow event. Storms in excess of 24" will require additional time for clearing. (Note: Handwork around cars is the responsibility of the tenant)
  - c. Parking: This agreement includes use of the parking lot or driveway located by the building. Parking is on a first come, first serve basis. Landlord may remove disabled vehicles and unregistered vehicles at Tenant's expense at any time. All residents will cooperate with Wesleyan to permit snow removal. No commercial trucks, boats, trailers may be parked on the premises without prior written permission from Wesleyan.
15. Indemnification: Tenant agrees and covenants to indemnify, save and hold Wesleyan harmless from any costs, suits or claims for injury to persons and damage to properties arising out of Tenant's use of the premises, excepting for damages, claims or injuries due to latent defects in the premises or to Wesleyan's negligence. Tenant further agrees to indemnify, save and hold Wesleyan harmless from all fines, penalties, costs and other expenses for his/her violation of or non-compliance with the Laws, By-Laws, Rules and Regulations referred to in Paragraph 13(d) hereof.
16. Loss or Damage Caused by Guests or Others: Reference herein to loss or damage for which the Tenant will be held responsible and will, when necessary, indemnify, save and hold

Wesleyan harmless includes, in every instance, loss or damage caused by the negligence or misconduct of guests and/or other persons permitted on the premises by Tenant.

17. Termination of Employment: If, at any time during the term of this lease prior to thirty (30) days from termination date, the Tenant ceases to be an employee of Wesleyan for any reason whatsoever, then Wesleyan may, at its option, elect to terminate this lease and Tenant shall have thirty (30) days from the date of exercise of said option by Wesleyan to vacate the premises. If Tenant shall fail to vacate within said thirty (30) days of the exercise of said option, then Tenant shall be in default.
18. Bankruptcy: If, at any time, during the lease term Tenant shall make an assignment for the benefit of creditors, file a petition in bankruptcy or be adjudicated a bankrupt, such action shall be a default and Wesleyan may, at its option, elect to pursue any remedy or right of recovery herein provided in the event of default.
19. Interest, Costs and Attorney's Fees: In any action taken by Wesleyan to recover possession of the premises, rent and/or damages, Tenant shall be liable for all costs and expenses incurred by Wesleyan, including attorney's fees and service of process and court costs, and shall pay to Wesleyan for any rent or damages recovered interest thereon at the rate of twelve (12%) percent per annum from the date of default.
20. Holdover: If the Tenant shall remain in possession of the premises after the expiration of the term of this lease, such possession shall be as a month-to-month tenant. Rental shall be due in advance on the first day of each month and shall consist of that sum equal to the total rent for the entire term of this lease stated in Paragraph 2 hereof divided by the number of months contained in the entire lease term stated in Paragraph 1 hereof. During such month-to-month tenancy, the provisions of this lease shall be applicable.
21. Severability: If any term of provision or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law.
22. Deposit: The deposit in the amount described in Paragraph 2 herein shall be returned to Tenant within thirty (30) days following the end or termination of the lease less any amount retained by Wesleyan due to loss, damage or non-payment of rent.
23. Waiver: Wesleyan's failure, at any time, to require strict performance by the Tenant of any of the provisions hereof shall not waive or diminish Wesleyan's right thereafter to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default.
24. Binding Effect: This lease and the contents thereof shall be binding upon and shall insure to the benefit of the parties hereto, their heirs, executors, successors and assigns (subject to the foregoing provision limiting the right of assignment of this lease by the Tenant.)
25. Utilities:
  - a. Wesleyan is responsible for payment of the trash collection, city water and city sewer.
  - b. All other utilities are the responsibility of the Tenant unless specifically noted here:
26. Exceptions to Wesleyan's Maintenance Obligations: The following exceptions shall apply to Wesleyan's obligations to maintain the premises set out in Paragraph 14(b):

27. Payroll Deductions: Tenant hereby agrees that the monthly rent shall be paid in full by payroll deductions made by Wesleyan and hereby authorizes said payroll deductions and covenants to do all acts and make and sign all applications, consents and other papers necessary to effectuate said payroll deductions. This applies to all active Wesleyan employees; retirees are exempt.
28. Termination of Lease: The Tenant shall have the right at any time during the lease term to terminate this Lease and to vacate the premises provided:
- a. The rent for the balance of the tenancy until the termination date is paid by the Tenant to Wesleyan pursuant to Paragraph 2 of this Lease, and
  - b. The Tenant continues to perform all of the obligations imposed on the Tenant hereunder until the vacating of the premises by the Tenant.
29. Appliances: Wesleyan shall furnish a stove with an oven and a refrigerator. Wesleyan is not responsible for maintenance, repair and/or replacement of appliances which may have been left by previous tenants, including but not limited to: dishwashers, garbage disposals, icemakers, washers, dryers and air conditioners.
30. Fuel Oil: There shall be a full tank of oil on the premises when the Tenant moves in, and the Tenant shall leave a full tank of oil when he vacates.
31. Fireplaces: Existing fireplaces are for aesthetic purposes only. For your safety, requests to use wood burning fireplaces must be submitted in writing to Wesleyan University. Approval to use a wood burning fireplace may be withheld at the sole discretion of the University if the fireplace is deemed not safe for use as-is.

IN WITNESS WHEREOF, the parties hereto have hereunto set and caused to be set this \_\_\_\_\_ of \_\_\_\_\_, 2014.

WESLEYAN UNIVERSITY OF MIDDLETOWN, CT

\_\_\_\_\_  
Housing Agent

\_\_\_\_\_  
**First & Last Name**

**Street Address**  
**Middletown, CT 06457**

**\*\*By signing this lease you acknowledge that you have received the lead disclosure form. \*\***

## Exhibit A

### LEAD-BASED PAINT DISCLOSURE (RENTAL)

#### WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

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

#### Lead Warning Statement

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

#### Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
Presumed lead base paint due to age of housing unit – building pre-dates 1978 (See Attached )

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

(b) Records and reports available to the Landlord (check (i) or (ii) below):

- (i)  Landlord has provided the Tenant with a list of available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\*Lead Disclosure Report by William S. Nelligan

- (ii)  Landlord has no reports or records 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*.

(e) Tenant has (check (i) or (ii) below):

- (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Landlord Initials                  Tenant Initials: \_\_\_\_\_

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

SAMPLE