

# **Eagle Court Housing**

## **Single Bedroom Lease 2022-2023**

IN THIS LEASE the words “we”, “us” and “our” mean the Landlord, for **Eagle Court Housing, LLC**, and a Connecticut limited liability company, with an office address at **98A Pitkin Street, East Hartford, Connecticut**. The words “you” and “yours” mean the

**Tenant:** \_\_\_\_\_

We agree to lease to you, and you agree to lease from us, a **Single Bedroom** located at \_\_\_\_\_ .In addition exclusive occupancy of the Bedroom, you shall have use, in common with other occupants of the apartment, of the common areas of the Apartment (kitchen, bathroom, and living room). You and we agree to the following terms:

**1. TERM.** The term of this lease starts on **August 15, 2022** and ends on **August 1, 2023**.

**2. SECURITY DEPOSIT.** You will deposit with us **\$800.00** as a security deposit upon execution of this lease or by **April 15, 2022**. If you are in default under this lease, we may use the security deposit to pay the rent or any other money you owe us under this lease. If you fulfill all of your agreements under this lease, we will return the security deposit to you within thirty (30) days after the lease ends with interest less a \$100.00-dollar mandatory cleaning fee and/or any additional damage or cleaning beyond normal wear and tear. You must provide us with a forwarding address to send the remainder of the security deposit.

**3. RENT.** You will pay for two semesters, a total rent of **\$9,000.00**. The first installment (Fall 2022 Semester) of **\$4,500.00 shall be due on July 15, 2022**; and the second installment (Spring 2023 Semester) of **\$4,500.00 shall be due on November 15, 2022. Rent payable to Eagle Court Housing and send to: 98A Pitkin Street, East Hartford, CT 06108**. You will pay the rent to us at our address written at the beginning of this lease. You will pay the rent even though we do not send you a bill for the rent or a notice that it is due. Rent shall be non-apportionable.

**4. USE.** You will only use the bedroom and the common areas of the apartment for a dwelling for the named tenant. You also will not sublease the bedroom or the apartment or let any other people live in the apartment without written permission from us. Permission to sublet shall not be unreasonably withheld for UConn students.

**5. LAWS.** You will comply with all local, state and federal laws and regulations while occupying the apartment. You will also comply with all directives offered by your respective academic institution. We reserve the right to refer you to both law enforcement or your college/university for any breach of this contract. You also will not permit any other to violate any laws or regulations in the apartment. You will pay us the amount of any fines or penalties that we have to pay because you or any other violated any laws or regulations in the apartment.

**6. CARE OF APARTMENT.** You will keep the apartment and all fixtures and appliances in clean and safe condition. You will remove all garbage, rubbish and other waste in a clean and safe manner to the place provided by us. You will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner. You will not destroy or damage any part of the apartment or any of our furnishings or appliances in the apartment. You also will not remove any of our furnishings or appliances from the apartment.

**7. DAMAGE.** You will pay for any and all damages to the apartment by reason of any act or omission by you or your family and guests. Any damage to common areas within the building; hallways and stairwells, are the responsibility of all tenants. It is your responsibility to inform us of any damages or repairs needed

**8. UTILITIES.** We will pay for the utilities and services in the apartment that are checked (x) Cold water; (x)

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Hot water; (x) Electricity; (x) Gas; (x) internet access; (x) cable or satellite television connection. You will only use these utilities and services in reasonable amounts. We are not liable for interruption or malfunction in service of any utility or service due to any cause. You understand that such services are subject to interruption from time to time and that no setoffs or reductions in rent may be taken for these events

**9. KEYS.** We will replace any lost keys for a fee; **first incident \$25, thereafter \$50 each time.** All keys must be returned to us at the end of the rental period, otherwise a **lost key fee of \$100** will be deducted from your security deposit. A **lock-out fee of \$100 per occasion** charged for someone from our staff to unlock apartments.

**10. ENTERING APARTMENT.** We may enter the apartment at reasonable times to inspect the apartment for cleanliness and/or make necessary repairs. We may also enter the apartment at reasonable times to show the apartment to possible or actual purchasers, mortgage lenders, tenants, workmen or contractors. We will give you reasonable notice of our intent to enter the apartment. You will not unreasonably deny us the right to enter the apartment. We may also enter the apartment at any time without your consent in the case of an emergency.

**11. FURNITURE AND APPLIANCES.** We will provide bedroom furniture, kitchen and living furniture, refrigerator, stove, and television in the living room. You will not destroy or damage any of our furnishings or appliances in the apartment. You also will not remove any of our furnishings or appliances from the apartment. You will be financially responsible for repair or replacement of any damaged furniture or appliances.

**12. CONDEMNATION.** If any part of the building is condemned, we shall have the right to cancel this lease. If we decide to cancel the lease, we will give you notice within fifteen (15) days after the date of the condemnation. The lease will end on the date that we give in our notice to you. You will not be entitled to any payment from the government because of such condemnation except for moving expenses. All other payments from the government because of such condemnation will be paid to us.

**13. CHANGES.** You will not make any changes in the apartment or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures, or other furnishings without our permission. If you receive our permission to make any changes, any items that you install in the apartment will immediately be our property but you may use them until the lease ends.

**14. STORAGE ROOMS.** You will not store, gas, oil, or other dangerous material in the store room, your bedroom or your apartment.

**15. INJURY OR DAMAGE.** We will not be liable for any injury or damage to persons or property caused by existing or future defects or the conduct of other persons in the building. We will not be liable for any hidden defect in the building. We will not be liable for any injury or damage to you or your property caused by, but not limited to, water, rain, steam, snow, gas, electricity, sewer backups, acts of God, odor or other substance. We will not, under any circumstances, be liable for the presence of bugs, vermin, or insects in your apartment.

**16. REMOVAL OF PROPERTY.** When this lease ends, you will leave the apartment and remove all your property (personal items, food and garbage) and the property of others. You will leave the bedroom/apartment in good and clean condition. A **cleaning fee** will be deducted from your security deposit for additional disposal of property and additional cleaning of your bedroom/apartment.

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**17. RULES AND REGULATIONS.** You agree to comply with the following rules and regulations:

- i) You will not block any sidewalks, halls or stairways, you will not use them for storage and you will not use them for any other reason except to go to and from the apartment;
- ii) You will not place any radio or television aerials or wires or any other electrical wires or connections in places that we have not approved by us;
- iii) You will not fasten anything to the ceilings, floors, doors, windows, appliances, or fixtures in the apartment without our prior written approval;
- iv) You will not drill any holes in the apartment or use any hooks or screws on any ceilings, floors, doors, windows, appliances, or fixtures in the apartment without our prior written approval;
- v) You will not place any sign or advertisement on the outside or inside of the building or apartment;
- vi) You will not throw or drop anything from any windows, balconies, halls or stairways for any reason;
- vii) You will not bring into the apartment any object or thing which increases the cost of fire and/or liability insurance which we keep on the property;
- viii) You will not use any kind of heater or electric appliances that are dangerous or that do not use ordinary electrical plugs;
- ix) You will not install any locks on the doors leading to the apartment or bedrooms and you will not change any existing locks without our prior written approval;
- x) You will not keep any dogs, cats, fish or any other animals in the apartment;
- xi) You will use plumbing fixtures only for their intended purpose and will not throw any improper materials or objects into the plumbing fixtures;
- xii) You will not play music at unreasonable times or at unreasonable volumes. You will not make noises that disturb other tenants. You will keep your doors closed when cooking;
- xiii) You will not leave the front or back door to the building unlocked unless it is normally unlocked;
- xiv) You will not install any air conditioner, washing machine, clothes dryer or dishwasher if the same is not now in the apartment without our prior written approval;
- xv) No smoking is allowed in the apartment.
- xvi) **NO FIREARMS OR AIR RIFLES/GUNS ARE ALLOWED IN THE BUILDING.**

**18. DEFAULT.** You will be in default under this lease if:

- i) You do not make payment of rent within ten (10) days after it is due; or,
- ii) You violate any of the above mentioned rules or do not do any of the things you agree to do under this lease; or
- iii) You vacate or abandon the apartment, or do not actually occupy the apartment for a period of more than one (1) month.

If you are in default under this lease, we may send you a notice and cancel this lease. The lease will end on the date that we give in our notice to you. If you do not do any of the things you promise to do under this lease, you will pay us the amount that we pay to do the things that you did not do. You also will pay us the total rent stated in section 1 of this lease less the amount of rent that you shall already have paid. You also will pay us interest on any amount you owe us which is past due. The interest will be at the rate of twelve percent (12%) per year. If you are in default under this lease and if we refer the matter to an attorney to evict you, you agree to pay us reasonable attorney's fees, as well as all other collection costs and expenses.

**19. WAIVER OF NOTICE.** In the event you are in default under this lease, we will not have to send you a notice telling you to vacate and leave the apartment.

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**20. PARKING.** You shall have the right to park one passenger car in the parking area on the property where the apartment is located. We will not be liable for any damage to you or your vehicle in the parking lot and parking is for tenants of Eagle Court only. We will not be liable for any theft from or of personal vehicles from the property

**21. MANAGER.** The name and address of the person/company authorized to manage the property where the apartment is located is Eagle Court Housing, LLC and/or its agents.

The location and person(s) authorized to receive any and all notices, demands and services of process is Off-Campus Housing Connecticut LLC with principle address located at 98A Pitkin Street, East Hartford, CT 06108. We may name different person or different addresses; we shall give you written notice of any such changes.

**22. SEPARATE PROVISIONS.** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.

**23. SURVIVAL UPON DEFAULT.** If you default in the payment of rent under the terms of this lease, and we commence an eviction proceeding against you seeking possession of the premises, then in that event, you shall not be relieved from your obligation for the unpaid balance of rent due for the lease term.

### **Eagle Court Housing, LLC**

Tenant Name (Printed): \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen Weinstein  
Owner/General Manager

# Parental Guarantee

IN CONSIDERATION of the execution and delivery of the attached Lease (the "Lease") by and between Eagle Court Housing LLC as Landlord, and

\_\_\_\_\_, as Tenant, the undersigned,

\_\_\_\_\_ ("Guarantor"), residing at

\_\_\_\_\_

hereby guarantees to Landlord, its successors and assigns, the payment of the rent (including additional rent) reserved in the Lease and the performance by Tenant of its covenants and agreements therein contained. Guarantor hereby expressly waives notice of all defaults, and hereby waives all surety ship defenses. Guarantor agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant, shall not in any way modify or release the obligations of Guarantor.

Guarantor waives any right to require Landlord to: (i) first proceed against Tenant or pursue any rights or remedies with respect to the Lease; (ii) proceed against or exhaust any security that Landlord holds from Tenant; or (iii) pursue any other remedy whatsoever. Landlord shall have the right to enforce this Guaranty regardless of the acceptance of additional security from Tenant and regardless of the release or discharge of Tenant by Landlord or by others, or by operation of law.

Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of this Guaranty or in any negotiations relative to the obligations hereby guaranteed. All rights and remedies of Landlord under this Guaranty shall be cumulative and may be exercised singly or concurrently.

This Guaranty, the Lease and all amendments and modifications thereto, except as set forth in the Lease or in any such amendment or modification; shall be binding upon the Guarantor. This Guaranty shall inure to the benefit of the Landlord, and its heirs, legal representatives, successors and assigns; and shall be binding on the Guarantor and its successors and assigns. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of

\_\_\_\_\_.

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Name Printed

\_\_\_\_\_  
Guarantor's Phone Number

\_\_\_\_\_  
Guarantor's Email Address