

RESIDENTIAL LEASE AGREEMENT

Off Broadway, Inc., as landlord, and **Error! Bookmark not defined.** as tenant, enter into this lease agreement in consideration of and subject to the terms, conditions, and covenants set forth herein. In this lease, the terms “we”, “us”, or “our” refer to Off Broadway, Inc. and the terms “you”, “yours”, and “yourself” refer to the person(s) signing the lease. The person or entity retained from time to time by us to manage the leased premises is herein called “the management”.

1. **LEASED PREMISES.** The leased premises is a dwelling unit known as **Error! Bookmark not defined.** The leased premises along with the equipment, fixtures, appliances, and furnishings (if any) contained therein are hereafter collectively called “the premises”.
2. **LEASE TERM.** The term of the lease shall begin on **Error! Bookmark not defined.** The term of the lease shall end on **Error! Bookmark not defined.** **You are not guaranteed a specific delivery date for the premises,** but we will only charge you from the date on which possession of the premises is made available to you.
3. **RENT.** You will pay **Error! Bookmark not defined.** per month as rent. Rent is due and payable in advance on the first day of each calendar month, hereafter called “the month”, during the term of the lease payable to Off Broadway, Inc., at 100 Howe Street, New Haven, Connecticut 06511. You will be in default if rent is not received by the 10th of the month at the above address. You bear the risk of loss of rent sent by mail. Rent lost in the mail will not excuse a default in the payment of rent. If the last day of the month is a Sunday, your rent may be received by the next business day, excluding federal or state holidays. We can change the place for payment of rent upon written notice to you. If your lease begins after the first day of the month, your first month’s rent will be prorated on a daily basis to the end of that month.
4. **LATE CHARGES AND RETURNED CHECKS.** You will pay a late fee of \$50.00 if rent is not received by the 10th day of the month. You will pay \$25.00 each time your rent check is returned for insufficient funds or for any other reason. A returned check will not be considered the payment of rent. The foregoing fees are to cover our administrative costs.
5. **SECURITY DEPOSIT.** You will pay a security deposit in the amount of **Error! Bookmark not defined.** If you comply with all the provisions of this lease, we shall return the security deposit plus applicable interest, but after you vacate the premises and provide us with written notice of your forwarding address. Under no circumstances can you use the security deposit to pay the last month’s rent. If there is more than one person signing this lease as Tenant, Landlord shall be entitled to retain the entire security deposit until all persons signing this lease as Tenant have vacated the premises in accordance with this lease. In the event that one of the persons signing as Tenant vacate before the others, such person will look solely to the persons remaining in the premises for the return of his or her portion of the security deposit.
6. **OCCUPANCY OF PREMISES.** The premises shall be used only as a dwelling unit for yourself and the following person(s), hereafter called “the occupants”: **Error! Bookmark not defined.** All persons entering the premises with the express or implied permission of yourself or of the occupants, including the occupants are hereafter called “your invitees”.
7. **LAWS RELATED TO USE OF PREMISES.** You will comply with all laws and regulations applicable to tenants leasing dwelling units. You will see that your invitees comply with such laws, regulations, and this lease as well. You will pay us upon demand any cost, fines, penalties, and attorneys’ fees that we have to pay because you or your invitees violate this lease or any laws or regulations. You will conduct yourself and require your invitees to conduct themselves in a manner that will not constitute a nuisance or disturb the other tenants’ peaceful enjoyment of their premises. We are under no obligation to enforce the terms of our leases, including rules and regulations, with other tenants for your benefit.

8. UTILITIES. **You shall pay for** . **We shall pay for**
 Rent will not be reduced if, for any reason beyond our control, you do not receive any of the utilities we are to provide.
9. CARE OF THE PREMISES. You will keep the premises in a clean and safe condition and use them only for residential purposes. You will remove all garbage, rubbish, and other waste frequently to a place designated by us. You will use the utilities in a reasonable manner. You will be responsible for the replacement of all light bulbs. You will not damage any part of the premises. You will not remove or replace any of the fixtures, appliances, or furnishings, if any. You will leave the premises broom clean, free of all belongings or rubbish, and in the same or better condition than when you received them. You shall be liable for all damage or loss to the premises and the common areas around the premises caused by you or your invitees resulting from a breach of this lease or from the carelessness, omission, neglect, or willful misconduct of yourself or your invitees (including the cost of repair), injury or loss to the premises, including the common areas, if any, and any other area of the structure in which the premises may be located, as well as any attorneys' fees we may incur in connection with such damage or loss.
10. REPAIRS. We shall do all repairs to the premises. You will give the management prompt notice in writing of any damage or malfunction to the premises, facilities, or building. All requests from you to the management for repairs shall be in writing, except in the case of an emergency. We agree to make necessary repairs to the premises within a reasonable period of time after you notify the management of the need for repair and at our expense, unless you, your invitees or persons under your control caused the damage requiring repair, in which case you shall reimburse us for such costs. If the utilities malfunction, you shall notify the management immediately. If the smoke detectors malfunction or indicate that servicing is needed, you shall call the management immediately.
11. LIABILITY. We and the management will not be liable to you or your invitees for any damage or injury to person or property from any cause whatsoever or resulting from any carelessness, omission, neglect, or misconduct of any person or entity except to the extent caused by our negligence or willful misconduct or the negligence or willful misconduct of our employees or our agents. We strongly recommend that you obtain renters insurance to protect yourself and your property.
12. SUBLEASE OR ASSIGNMENT. You shall not assign this lease or sublet the premises, or any part thereof, or permit anyone other than you or the occupants dwell therein, without our prior, written consent, which consent we may withhold for any reason or no reason whatsoever. Any assignee or sublettor whom we approve must sign an agreement in form and content acceptable to us agreeing to abide by the terms of this lease. Even if we consent to any assignment or subletting, you shall remain primarily liable for the compliance of the assignee or sublettor with the terms of this lease.
13. OUR RIGHT TO ENTER; COMMON AREAS. You hereby give us, the management, or persons authorized by us or the management, permission to enter the premises at reasonable times after reasonable notice to you in order to inspect the premises, make necessary repairs or alterations, or show the premises to prospective tenants, purchasers, mortgage lenders, workers, or contractors. In the case of emergency, they or we may enter without notice to you. We can designate from time to time common areas in and around the building where the premises are located for use by you and other tenants. We may alter or reconfigure the common areas in the premises at any time. Without limitation on the foregoing, we reserve the right to remove or alter any amenities in the common areas of the building, such as washers and dryers, at any time.
14. ALTERATIONS. You shall not make any alterations or changes in or to the premises, facilities, or utilities contained therein, without our prior, written approval. Any items installed with our permission shall become our property upon installation and shall be left in the premises when the lease expires, or if we require, removed at your expense. You shall also repair any damage to the premises caused by such removal.

15. RULES AND REGULATIONS. You agree to observe the rules and regulations that we adopt from time to time for the premises. The initial rules and regulations are attached to and made part of this lease, but we reserve the right to amend them. You agree to observe the amended rules and regulations upon receipt of them from us.

16. DEFAULT BY TENANT. You will be in default under this lease if:

- (a) we do not receive your rent on the first day of the month or within nine (9) days thereafter;
- (b) you violate any of the terms of this lease;
- (c) you vacate the premises prior to the expiration date of this lease, leave the premises for an extended period of time without notice to us, or sublet the premises or assign this lease without our consent; or
- (d) you do not vacate the premises when the lease expires.

17. REMEDIES FOR DEFAULT. If you are in default under this lease, you agree we may do any or all of the following:

- (a) terminate this lease;
- (b) institute eviction proceedings;
- (c) institute any action allowed by law or equity to enforce this lease, including but not limited to an action for unpaid rent, damages, injunctive relief, and the cost for any such legal proceedings including reasonable attorney's fees. You will pay all reasonable attorney's fees and costs we incur in connection with our enforcement of this lease including without limitation for pre-termination and termination notices and eviction or other proceedings brought against you or your invitees; and
- (d) require you to pay interest on any amount you owe us which is past due at the lower of (a) the rate of twelve percent (12%) per year and (b) the highest rate that may be legally imposed in such instances. If we terminate your lease because of your default, you will pay, as damages, the monthly rental for each month the premises remains vacant (but not past the expiration date), so long as we make reasonable efforts to re-rent it, if we are legally required to do so. Entry into the premises or acceptance of the keys after you default and vacate the premises does not waive our claims for damages and does not result in an accord and satisfaction of amounts due under this lease. This agreement expressly allows us to report any unpaid rent or unpaid damages to a local or national credit bureau, to obtain a credit report on you, and to institute collection proceedings.

18. DEATH OF TENANT. In the event of your death, we may terminate this lease in accordance with Public Act 01-133.

19. RENEWAL OF LEASE. **You shall notify us by February 1 2005 whether or not you desire to renew this lease. If we elect to renew your lease, you must sign and return a new lease or renewal agreement prepared by us within 1 month after you are given by us the foregoing notice, or we may lease the premises to someone else.** We reserve the right not to renew this lease for any or no reason and to inspect the premises as a condition of renewal. This lease may renew only by a written agreement supplied by us and signed by both you and us. The term of this lease shall not be automatically extended for any reason.

20. MANAGEMENT OF THE PREMISES. The premises shall initially be managed by Off Broadway, Inc., but we reserve the right to change management companies at any time, but we will notify you of any such change.

21. PRE-LEASING INSPECTION. Prior to signing this lease, you inspected and were satisfied with the premises and accept them “as is”. In addition, immediately prior to taking occupancy, you shall be required to sign a copy of a pre-leasing inspection report, which shall become a part of this lease.
22. HOLDING OVER. If you fail to vacate on or before the expiration of this lease, you will be considered to be holding over. Holding over will not renew or extend this lease. If you hold over, you agree to pay a monthly use and occupancy fee equal to one and one-half times the rent last payable under this lease. You will pay an entire month’s use and occupancy fee at the holdover rate for any portion of any calendar month that you remain on the premises after the expiration or earlier termination of this lease.
23. REPRESENTATIONS. This lease constitutes the entire agreement between you and us. Any prior or contemporaneous agreement, understanding, representation, or belief regarding the leasing of the premises, whether or not in writing, which is not expressly stated in this lease, is null and void.
24. ATTACHMENTS TO THE LEASE. The following attachments, as indicated below and as annexed hereafter, are made a part of this lease:
 - (a) Rules and Regulations
 - (b) EPA: Protect Your Family from Lead in Your Home
 - (c) Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
25. APPLICABILITY OF LAW. This lease agreement is entered in and shall be governed and construed in accordance with the laws of the State of Connecticut.
26. AMENDMENT. This lease may be amended only by a document signed by you and us, which expressly amends this lease.
27. NON-WAIVER OF PROVISIONS. Although we may fail to take action to enforce any particular provision of this lease, we do not thereby waive our right to enforce that particular provision (or any other provision) of this lease in the future.
28. SUBORDINATION. This lease is subject to all ground leases or mortgages now or hereafter placed on the building in which the premises are located.
29. CONDEMNATION. If the premises or the building is condemned by any governmental agency for any reason, we may terminate this lease by giving you written notice within fifteen (15) days of the condemnation. You will not be entitled to any payment from the governmental agency because of such condemnation except for relocation expenses. All other payments from said agency shall be paid to us.
30. JOINT AND SEVERAL LIABILITY. If more than one person signs this lease as tenant, each person signing as tenant is jointly and severally liable for all the terms of this lease. Any release or waiver of claims against one of the persons signing as tenant does not act as a release or waiver of claims against any other of person signing as tenant.
31. SALE OF THE PREMISES. If we sell the property in which the premises are located, we shall not have any further responsibility to you under this lease for any event that happens after we sell the property. In addition, if we need to sell the property, any security deposit that you gave us will be assigned to the new owner of the premises and we shall have no further liability to return the security deposit to you. Upon assignment of the lease by us, you agree to be bound to and look solely to the new owner as landlord under this lease.

32. NOTICE. Any notice required by this lease must be given to us in writing at the following addresses:

Off Broadway, Inc.
100 Howe Street
New Haven, CT 06511

Written notice to you is effective upon delivery to the premises or two (2) days after we send first class mail addressed to you at the premises.

33. COPIES. Your signature below also acknowledges receipt of a copy of this lease and all of the attachments listed above. This lease may be signed in counterparts.

34. CAPTIONS, ETC. Paragraph headings and definitions are for convenience only and do not change the meaning of the terms of this lease. The word "including" means "including without limitation" in this lease.

35. EQUAL OPPORTUNITY. This is an equal opportunity housing agreement.

36. UNSIGNED LEASE NOT BINDING. The delivery by us of this lease or any renewal agreement relating to this lease shall not constitute any offer to lease or bind the Landlord in any way until the Landlord signs and returns a copy of the lease to you.

OFF BROADWAY, INC.

Tenant(s)

Tenant's Initials:

RULES AND REGULATIONS

All terms used herein shall have the same meaning as in the lease of which this is a part.

1. Nothing shall be placed on the outside of the building, windows, or projections, and no signs or advertising notices of any kind shall be placed on any part of the building or on the doors of any apartments therein.
2. The walls, ceilings, and woodwork must not be damaged in any way, including but not limited to damage by toggle bolts, large nails, adhesive materials or by otherwise defacing the same. You shall not damage the premises in any fashion. You shall leave the premises in broom clean condition and in the same or better condition than when you received them, reasonable wear and tear excepted. No television antennas or satellite dishes are permitted without our written consent.
3. We or the management cannot be held liable for packages accepted from UPS, DHL, Federal Express, Airborne, or any other carrier.
4. No pets (including dogs and cats) shall be permitted on the premises without our express written permission, which consent may be withheld in our sole discretion. Pets (including dogs and cats) that are permitted on the premises shall remain in the apartment except when taken out on a leash and accompanied by an adult. We reserve the right at all times to revoke the privilege of having pets (including dogs and cats) in any apartment or on the premises. Any disturbance by any pet (including a dog or a cat) which annoys residents or interferes with their comfort or peace and quiet will be subject to immediately removal or such other action we deem appropriate. Damage and cleanup caused by pets (including dogs and cats) is your responsibility.
5. Loud music and other noises which can be heard outside the premises are prohibited at all times.
6. No justification will be recognized for your failure or refusal to make prompt rental payments, including any refusal based upon any alleged defective condition.
7. No alterations, additions, or improvements shall be made in the apartment without our express written consent, which consent can be withheld in our sole discretion and when so made shall immediately become our property.
8. Bicycles and other articles may not be kept in common hallways, or in or about the building including its entrances at any time. Any such items found in these prohibited areas may be removed and stored or disposed of at our discretion and at your expense.
9. A charge will be made for unclogging plumbing equipment in cases where stop-ups are caused by the introduction of improper objects therein, such as children's toys, material containing cloth of any kind, etc.
10. Rain or other water will damage floors, carpets, and drapes. Do not leave windows open when you leave your apartment. You will be responsible for any resulting damage.
11. Boats, trailers, commercial or recreational vehicles, and inoperable or unregistered vehicles are prohibited from being parked on the property. You and persons under your control shall park only in assigned spaces.
12. No persons other than those listed on the lease agreement will be allowed to occupy the premises without our prior written permission.
13. No resident shall do or permit anything to be done in the leased premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the building or property kept therein. No resident shall violate the laws or any insurance policy pertaining to the building in which the premises are located or any part thereof.

14. No additional locks shall be affixed to any door except with our written consent. You shall keep the glass, locks and trimmings in and upon the doors and windows of the premises in good condition; and if you or persons under your control thereof shall break any part, the same shall immediately be replaced and repaired and put in order under our direction and to our satisfaction at your sole expense.
15. You are responsible for all damages to the premises, staircase, hallways and lawns however caused by you or your invitees, and particularly by moving or placing furniture, boxes or bulky articles in or about the premises.
16. No motorized vehicular toys or motorized wheeled apparatus, except as required by disabled persons, shall be stored in the premises without our written permission.
17. You and your invitees must give immediate notice to the manager of any accident or injury to any person, or of any damage to the premises or furnishings.
18. We reserve the right to restrict the placement of unsightly articles on balconies, in the windows, in or around the building including the halls, the stairways, and the yards. Cooking grills must not be placed on the balconies, in halls, or near stairways. TV satellite dishes and antennas are prohibited.
19. We reserve the right to make and enforce such other reasonable rules and regulations as we deem necessary or advisable from time to time to promote the safety, care and cleanliness of the premises and for the quiet enjoyment of tenants occupying adjacent or nearby apartments.
20. We recommend that you obtain personal property insurance and personal liability insurance. We have no insurable interest in your personal property and will not be liable for loss or damage to persons or property therein.
21. Water beds are prohibited in the premises.
22. No vehicular washing or repair of vehicles shall be permitted in or around the premises.
23. Only one vehicle per occupant listed on the lease agreement may be parked on the property, subject to the terms (including additional rent) and the availability of parking that we may make available to tenants. Furthermore, resident's vehicles must be kept in running order (including no flat tires), and must be legally registered and currently inspected. Vehicles must be used during residency. No vehicles may be stored. **ALL VEHICLES MUST BE REGISTERED WITH THE MANAGEMENT OFFICE OR WILL BE SUBJECT TO TOWING.**
24. Checks returned marked "NOT SUFFICIENT FUNDS" will be resubmitted for collection once. If a check fails to clear upon redeposit, you must submit all future rent payments by certified check or cashiers check.
25. You will take good care of all appliances in the building or premises and return them in the same or better condition as they are in at the execution of this lease. If we provide common washers and/or dryers in the common areas of the building, we reserve the right to discontinue such service at any time.
26. You will not use, sell or distribute any narcotics or other controlled substances in, on or around the premises or allow others to do so.
27. You will make use of your leased premises for residential use only. No tenant will operate or allow others to operate any commercial (income generating) business from their residential unit. This will include, but is not limited to, any operation that may cause increases to the property insurance due to client visitation on the premises.