

LEASE

THIS LEASE (the "Lease") is entered into by and between the STATE OF CONNECTICUT, hereinafter called the "LESSOR," acting herein by James T. Fleming, its Commissioner of the Department of Public Works, duly authorized, pursuant to Section 4b-1 of the Connecticut General Statutes, as revised, and _____, hereinafter called the "RESIDENT."

WITNESSETH:

WHEREAS, the RESIDENT is an employee of the State of Connecticut Department of _____ (the "Agency"); and

WHEREAS, it is desirable to both the RESIDENT and the LESSOR that the RESIDENT reside in the Leased Premises (as hereinafter defined).

NOW, THEREFORE, for valuable consideration and other mutual promises contained herein, the parties hereto agree as follows:

1. PREMISES

1.1 The LESSOR agrees to and does hereby Lease unto the RESIDENT _____, located at _____, Connecticut (the "Leased Premises").

2. TERM

2.1 This Lease shall commence upon the later of _____, 20__ or the approval of this Lease by the Attorney General of the State of Connecticut (the "Commencement Date"), and shall continue as a month-to-month tenancy for a period not to exceed two (2) years, or until either party shall terminate this Lease by giving the other party thirty (30) days' prior written notice of its intent to so terminate, or this Lease is otherwise terminated as provided herein (any such date is referred to as the "Termination Date").

3. RENT

3.1 As consideration for this Lease, the RESIDENT shall pay rent to the Comptroller of the State of Connecticut via a payroll deduction, in equal, bi-weekly installments, in advance, the amount set forth in Section 3.2, below ("Rent").

3.2 As of the Commencement Date, annual Rent is \$ _____ (\$____ bi-weekly), which amount is 30% (thirty percent) less than the fair market value of the Rent and which is offered by the LESSOR and accepted by the RESIDENT specifically as an

incentive for the RESIDENT to reside within Leased Premises. The RESIDENT acknowledges and agrees that the amount of Rent is subject to adjustment from time to time in accordance with the State Employee Housing Program administered by the State of Connecticut Department of Administrative Services (“DAS”), and that such changes in Rent shall take effect thirty (30) days after the LESSOR provides the RESIDENT with prior written notice of such change.

3.3 The RESIDENT shall complete, sign and return to the LESSOR within forty-eight hours of the LESSOR'S request any and all documents that the LESSOR may deem to be necessary or appropriate to effect the initial and all subsequent payroll deductions for the payment of all Rents, as such Rents may be adjusted in accordance with this Section.

4. USE

4.1 The RESIDENT shall occupy the Leased Premises solely as a private single family [single person dormitory] residence, and shall not use the Leased Premises at any time during the term of this Lease for the purpose of carrying on any non-Agency related commercial business, profession, or trade of any kind, or for any purpose other than a residence.

4.2 The RESIDENT agrees that he/she will use the Leased Premises so as to conform with and not violate any laws, regulations and/or requirements of the United States and/or the State of Connecticut and/or any ordinance, rule or regulation of the Town/City of _____ now or hereafter made, relating to the use of the Leased Premises, and the RESIDENT shall save the LESSOR harmless from any fines, penalties or costs for violation of or noncompliance with the same.

4.3 The use of the Leased Premises is conditioned upon the RESIDENT complying fully with the terms and conditions particular to the Leased Premises that are attached hereto as Exhibit A and made a part hereof.

5. OCCUPANTS

5.1 In addition to the RESIDENT, ONLY the following individuals, AND NO OTHERS shall occupy the subject residence unless the express written consent of the LESSOR is obtained in advance (each an “Occupant,” and collectively “Occupants”). Any person residing at or visiting the Leased Premises for a period of greater than fifteen (15) days within any consecutive thirty (30) day period shall be considered an Occupant. The approved Occupants are:

6. MAINTENANCE

6.1 The RESIDENT shall maintain the Leased Premises in good repair and condition and in accordance with normal good housekeeping practices. The RESIDENT shall be responsible for all minor maintenance and repairs to the Leased Premises that do not affect habitability as may be set forth in Exhibit B attached hereto and made a part hereof, consistent with Conn. Gen. Stat. § 47a-7 (c) or (d), as applicable.

6.2 Subject to Section 6.1 hereof, the LESSOR shall be responsible for repairs required to maintain the habitability of the Leased Premises consistent with Conn. Gen. Stat. § 47a-7, except that when the Leased Premises are intentionally rendered unfit or uninhabitable by the RESIDENT, an Occupant, a guest, visitor, licensee, invitee or any person under the control of the RESIDENT, such repairs shall be the responsibility of the RESIDENT. If the LESSOR or its contractor performs any repairs for which the RESIDENT is so responsible, the RESIDENT shall pay to the LESSOR the cost of such repairs on demand. The LESSOR shall also maintain in good working order and repair electrical, plumbing, sanitary, heating and ventilating systems that may exist in the Leased Premises.

6.3 The RESIDENT shall promptly notify the LESSOR of any damage, defect or destruction to the Leased Premises that is the obligation of the LESSOR to repair pursuant to Section 6.2 hereof.

7. CONDITION OF PREMISES

7.1 The RESIDENT acknowledges that he/she has examined the Leased Premises and that all items listed on the property condition checklist, a copy of which is attached hereto and made a part hereof as Exhibit C, if applicable, are clean and in good condition except as may be indicated in Exhibit C.

7.2 The RESIDENT covenants that he/she shall not commit waste to the Leased Premises.

8. UTILITIES (Select one of the two below and both parties initial which clause applies)

8.1 If the Leased Premises do not contain separate utility meters then the LESSOR shall pay for all utilities and/or services with the exception of the following utilities and/or services checked below for which the RESIDENT shall be responsible:

Utility/Service	Check if the RESIDENT is responsible for Utility or Service
Electric	
Gas	

Oil	
Water	
Snow Plowing, Ice Removal	
Lawn Mowing	
Landscaping	
Garbage Removal	
Other:	

The RESIDENT shall directly contract for the utilities and services for which he/she is responsible, and promptly pay all related bills directly.

LESSOR Initials _____ RESIDENT Initials _____

8.2. If the Leased Premises contain separate utility meters then the RESIDENT agrees to directly contract for and pay all utilities and/or services with the exception of the following utilities and/or services checked below for which the LESSOR shall be responsible:

Utility/Service	Check if the LESSOR is responsible for Utility or Service
Electric	
Gas	
Oil	
Water	
Snow Plowing, Ice Removal	
Lawn Mowing	
Landscaping	
Garbage Removal	
Other:	

LESSOR Initials _____ RESIDENT Initials _____

8.3 The LESSOR shall not be liable for any interruption or delay in any of the above utilities or services for any reason beyond the LESSOR's control.

9. LIABILITY AND INSURANCE

9.1 The RESIDENT shall provide and maintain Renter's Insurance on a "Form HO-4" insuring the RESIDENT against loss or damage to his/her property kept on or about the Leased Premises, and unless the Leased Premises are a dormitory style residence, such insurance shall have a limitation of liability in the minimum amount of \$300,000. At the LESSOR's request, the RESIDENT shall provide the LESSOR with a certificate of insurance or declaration page of the policy evidencing such insurance coverage.

9.2 The LESSOR shall not be liable for damage, loss, or theft to any property or injury (including death) to any person caused by the negligence, omission or misconduct or willful, wanton, reckless or intentional acts or criminal conduct of the RESIDENT, any Occupant, or any invitee, licensee, guest, visitor or any person under the control of the RESIDENT.

10. ALTERATIONS

10.1 The RESIDENT shall not make, nor suffer to be made, any additions, alterations or improvements to the Leased Premises or any part thereof without first obtaining the written consent of the LESSOR, which consent may be withheld by the LESSOR in its sole discretion. Any alterations, changes and improvements, built, constructed, or placed on the Leased Premises by the RESIDENT, with the exception of fixtures able to be removed without damage to the Leased Premises and moveable personal property, shall become property of the LESSOR, without any liability, expense or obligation to the LESSOR. The LESSOR reserves the right, however, at the termination or expiration of this Lease, to demand, upon written notice to the RESIDENT that the RESIDENT remove any such alterations and additions at the RESIDENT'S expense, leaving the Leased Premises in substantially the same condition as it was as of the Commencement Date.

10.2 The RESIDENT shall not permit any materialman's or mechanic's lien or liens to be placed upon the Leased Premises or other property of the LESSOR caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the RESIDENT.

11. ACCESS TO PREMISES

11.1 The LESSOR reserves the right to enter and inspect the Leased Premises upon twenty-four (24) hours' prior written or oral notice to the RESIDENT; provided, that in the event of an emergency, the LESSOR shall have access to and the right to inspect the Leased Premises without prior notice.

12. SURRENDER

12.1 At the expiration or other termination of this Lease, the RESIDENT will surrender the Leased Premises in the same condition as that existing on the Commencement Date except for approved alterations or additions, damage by casualty

and reasonable wear and tear based upon good maintenance practices. If there is damage to the Leased Premises not excepted herein, the RESIDENT shall pay to the LESSOR on demand the cost of restoring the Leased Premises to the same condition as that existing on the Commencement Date. This provision shall survive the termination of this Lease.

12.2 This Lease will terminate upon the death of the RESIDENT and the LESSOR may then exercise any and all rights authorized by law.

12.3 The Leased Premises shall be considered surrendered only after all areas including storage areas are clear of all the RESIDENT'S belongings, and keys and other property furnished for the RESIDENT'S use are returned to the LESSOR.

12.4 The RESIDENT shall not be entitled to any relocation cost whatsoever upon the termination or other expiration of this Lease.

13. ASSIGNMENT AND SUBLETTING

13.1 The RESIDENT may not assign or sublet this Lease, in whole or in part, or assign this Lease for the benefit of creditors. Any such assignment or sublease shall be null and void.

14. NOTICE

14.1 Notices from the LESSOR to the RESIDENT shall be sufficient if hand delivered to the RESIDENT or if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the RESIDENT at the Leased Premises. Notices from the RESIDENT to the LESSOR shall be sufficient if placed with the United States Postal Service, certified mail, postage prepaid, addressed to the Commissioner, Department of Public Works, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630, with a copy to DAS at the following address: Department of Administrative Services, State Employee Housing Program Manager, 165 Capitol Avenue, State Office Building, Hartford, Connecticut 06106-1630.

15. HOLDOVER

15.1 Any holding over by the RESIDENT after the Termination Date or other expiration or termination of this Lease shall be construed to be a tenancy at will from month-to-month, terminable upon thirty (30) days' notice from either party hereto, and such tenancy shall otherwise be on the terms and conditions herein specified. Nothing in this Lease shall vest in the RESIDENT any right to hold over.

16. SOVEREIGN IMMUNITY

16.1 The parties acknowledge and agree that nothing in this Lease shall

be construed as a waiver by the LESSOR of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Lease. To the extent that this provision conflicts with any other provision, this provision shall govern.

17. CASUALTY AND CONDEMNATION

17.1 If the Leased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, or ordered to be demolished by the action of any public authority in consequence of such casualty, or taken in whole or in part by any exercise of the right of eminent domain, the LESSOR may, in its sole discretion, terminate the Lease by written notice to the RESIDENT. In addition, in accordance with Connecticut General Statutes § 47a-14, as amended from time to time, in the event a fire or other casualty substantially impairs the enjoyment of the Leased Premises, the RESIDENT may terminate the Lease and shall not be liable for Rent during the period enjoyment of the Leased Premises is so impaired. Nothing in this Lease shall be construed as a waiver of or limitation upon the LESSOR's immunity to condemnation by inferior and/or unauthorized condemning authorities.

18. MISCELLANEOUS

18.1 This Lease shall be governed by the laws of the State of Connecticut without regard to its conflicts of laws provisions.

18.2 This Lease, whatever the circumstances, shall not be binding on the LESSOR unless and until approved by the State Properties Review Board and the Attorney General of the State of Connecticut and delivered to the RESIDENT.

18.3 If for any reason the terms of this Lease or any substantive provision thereof, shall be found to be unenforceable, illegal or in violation of public policy, this Lease, shall automatically be amended to conform to the applicable decision, and the LESSOR and RESIDENT hereto expressly agree to execute any amendments necessary to effectuate the goals and purposes of this Lease.

18.4 This Lease, including the exhibits and schedules attached hereto and made a part hereof, if any, contains the entire agreement of the parties concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth.

18.5 The LESSOR's acceptance of rent with knowledge of any default or breach by the RESIDENT, or its failure to insist upon strict performance of any of the terms, covenants and conditions hereof or to exercise any option herein conferred, in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect with regard to any violations thereof that had theretofore occurred.

18.6 If more than one RESIDENT has executed this Lease, each RESIDENT shall be jointly and severally liable hereunder. Any actions by the Occupants which would constitute a breach of any of the terms or conditions set forth in sections 4, 7.2, 10, 15 and 18 of this Lease if the actions had been those of the RESIDENT, shall be deemed to be a breach by the RESIDENT as if the RESIDENT had in fact occasioned the breach.

18.7 The parties agree that the LESSOR has disclosed to the RESIDENT the possible presence of lead-based paint and/or lead-based paint hazards in the Leased Premises and that the RESIDENT has received the Protect Your Home Pamphlet and that both parties have completed the Disclosure Statement, attached hereto as Exhibit D and made a part hereof.

18.8 The RESIDENT has read and understands this Lease. If RESIDENT does not understand any of the terms and conditions contained herein, the RESIDENT shall seek legal advice.

18.9 The terms and conditions of Exhibit B ("Maintenance Responsibilities") are attached hereto and made a part hereof. Except for Section 16.1, if any provision of Exhibit B conflicts with any other provision of this Lease, the provisions of Exhibit B shall govern.

18.10 The parties mutually covenant and agree that each has good right and lawful authority to enter into this Lease, and as long as the RESIDENT duly observes, performs and complies with all of the terms, covenants and conditions of this Lease, the RESIDENT shall, subject to the terms, covenants and conditions of this Lease, have and enjoy the quiet and undisturbed possession of the Leased Premises during the term of this Lease.

18.11 Any modification of this Lease, or additional obligation assumed by either of the LESSOR or the RESIDENT in connection with this Lease, shall be binding only if evidenced in writing and signed by the LESSOR and the RESIDENT or an authorized representative of the LESSOR and first approved in writing by the State Properties Review Board and the Connecticut Attorney General. The RESIDENT shall not have any obligations or duties under this Lease except for those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands on the day and year indicated.

WITNESSES:

RESIDENT

Name: _____

Name: _____

Name:

Date signed: _____

STATE OF CONNECTICUT)
)
) ss: _____
COUNTY OF _____) City/Town

On this the ____ day of _____, 200__, before me, the undersigned officer, personally appeared _____, whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes and consideration therein expressed in the capacity as therein stated as his/her free act and deed.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

WITNESSES:

STATE OF CONNECTICUT

Name:

Name:

By _____
James T. Fleming
Commissioner of Public Works
Duly authorized

Date signed: _____

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF HARTFORD)

On this the ____ day of _____, 200__, before me, the undersigned officer, personally appeared James T. Fleming, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Note: The Agency and DAS may sign below to signify approval of the Lease prior to the RESIDENT and the LESSOR's execution of the Lease. The State Properties Review Board and then the Attorney General review and approve the Lease after it has been approved by the Agency and DAS, and executed by the RESIDENT and the LESSOR.

Approved:
[AGENCY]

By
Its

Date approved: _____

Approved:
DEPARTMENT OF ADMINISTRATIVE
SERVICES

By:
Its:

Date approved: _____

Approved:
STATE PROPERTIES REVIEW BOARD

By Pasquale A. Pepe
Its Chairman

Date approved: _____

Approved:
ATTORNEY GENERAL

By William B. Gundling
Associate Attorney General

Date approved: _____

EXHIBIT A

Terms and Conditions Applicable to the Leased Premises

EXHIBIT B

Maintenance Responsibilities

[illegible]

JOINT INSPECTION - CONTINUED

COMMON AREAS	N/A	CL	ND	ENB	C		BASEMENT	N/A	CL	ND	ENB	C
Walls & Baseboard							Walls & Baseboard					
Carpet or Flooring							Workbench or Counter					
Light Fixture							Shelves					
Linen Closet							Toilet					
Furnace Closet							Sink					
Deck or Balcony							Light Fixture					
Stairs							Floor					
Doors							Oil Tank					
GARAGE							Furnace					
Doors							Doors					
Windows							Windows					
Floors							Fuse or Breaker Box					
Storage Area							EXTERIOR					
Locks							Roof condition					
APPLIANCES if include							Gutters/downspouts					
Refrigerator							Siding					
Stove							Trim					
Oven							Windows					
Dishwasher							Doors					
Disposal							Stairways					
							Sidewalks					
							Driveways					
							Outbuildings, sheds					

UTILITIES		WORKING	COMMENTS
Heating System			
Hot Water Heater			
Electric			
Water			
Wastewater Disposal			
Gas or Propane			

The parties acknowledge that the above inspection was made on _____ and that the conditions of the premises and inventory of furnishings and appliances is as shown above. The parties further agree that a copy of this Joint Inspection was provided to the Resident(s).

Agency

Resident

Name

Name

EXHIBIT D

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, Agencies 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.

Agency 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).

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

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

(i) _____ Agency has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Agency has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment (initial)

(c) _____ Resident has received copies of all information listed above.

(d) _____ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

A copy of the pamphlet is available on the DAS website at:

http://www.das.state.ct.us/Business_Svs/Housing/Lead_Paint_Pamphlet.pdf

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.

Agency

Date

Resident

Date

