

LEASE

This lease (this "Lease") dated as of the 14th day of June, 2023 between Pink Flamingo Properties LLC of 373 West pines Dr, Southington, CT 06489 ("Landlord") and Joanne Grasso, Andrew Messina, and Jeanna Messina of 228 Pattonwood Southington/8 Foxridge West Hartford ("Tenant").

WITNESSETH:

1. PREMISES. In consideration of the rent, covenants, promises, and agreements herein contained on the part of Tenant to be paid, performed, and observed, Landlord leases to Tenant and Tenant leases from Landlord, for the term hereinafter set forth as 228 Pattonwood Drive Southington, CT consisting of approximately 3,700 square feet, five (5) bedrooms and (4) bathroom (the "Premises").

2. TERM. The term of this Lease shall be for a period of 5 years (60) months and 11 days commencing on the 19th day of June, 2023, (the "Commencement Date") and ending at 12:00 noon on the 1st day of July, 2028, (the "Expiration Date"), unless sooner terminated as provided in this Lease. In the event Landlord allows Tenant to occupy the Premises prior to the Commencement Date, Tenant shall pay prorated rent for the balance of the month in which Tenant occupies the Premises. Tenant shall be subject to all covenants and agreements contained in the Lease during any period of early occupancy.

3. RENT.

- A. Tenant shall pay to Landlord rent in the amount of TWO HUNDRED AND FOURTY ONE THOUSAND AND SIXTY SIX DOLLARS AND 0/100 (\$241,066.00) , payable in equal monthly installments of FOUR THOUSAND AND 0/100 (\$4,000.00) DOLLARS. Move in 8 days June 23rd-30th pro rated at \$1,966.00. All rent shall be payable in advance on or before 5:00 p.m. on the first day of each month, provided, however, if the first day of the month is a Saturday, Sunday, or legal holiday, rent is due on the preceding business day. Rent shall be payable without offset or deduction and without demand. The first month's rent plus pro rated amount shall be due upon the execution of this Lease.
- B. Tenant shall be payable to PINK FLAMINGO PROPERTIES, LLC as follows: online through online bill pay; or by money order, certified check or cashier's check to Landlord addressed to 373 West Pines Drive Southington, CT 06489.
- C. If rent is not received by the tenth (10th) day after it is due, a late charge of FIFTY (\$50.00) DOLLARS, or the maximum amount allowed by law, shall be due from the Tenant as additional rent.
- D. Tenant shall pay a charge of FIFTY (\$50.00) DOLLARS per returned check or declined credit card transaction as additional rent, which shall be due and payable immediately as additional rent.

4. USE OF PREMISES. The Premises shall be used only for and as a personal residence for the following individuals only JOANNE GRASSO, ANDREW MESSINA, JEANNA MESSINA and in compliance with applicable Town of Southington ordinances by Tenant, Tenant's agents, and social invitees ("Tenant's Family"). Landlord shall be entitled to (a) limit the number of occupants in the Premises; and (b) charge additional rent for any unauthorized occupant.

5. SECURITY DEPOSIT. Upon execution of this Lease, and in addition to the first month's rent as set forth in Paragraph 3.A., the Tenant shall deposit with Landlord EIGHT THOUSAND AND 0/100 (\$8,000.00) DOLLARS, which is a sum equal to two (2) month's rent, as security (the "Security Deposit") for Tenant's full and faithful performance of all the terms, covenants, and conditions which he has agreed to perform under this Lease and of all provisions of the Connecticut General Statutes relating to the tenancy created hereby. Provided Tenant is not in default hereunder and further provided Landlord has suffered no damage from Tenant's violation of any provision of this Lease, Landlord shall refund the Security Deposit to Tenant, with interest as provided by law, within thirty (30) days after the termination of this Lease or any extension thereof. Landlord shall be entitled to apply all or any portion of the Security Deposit toward any damage Landlord may sustain through Tenant's default of any provision of this Lease; provided, however, that prior to Landlord's application of the Security Deposit, it shall supply Tenant with an itemized list of all damages and charges claimed by Landlord.

6. PARKING. Tenant shall have the use of the driveway/garage at the Premises for parking (the "Parking Area"). Tenant is not permitted to park in or on the yard, or any other portion of the Premises that is not the driveway/garage. Tenant acknowledges that Landlord shall not provide any security or other protection for the Parking Area and agrees that Tenant's use of the Parking Area shall be at Tenant's sole risk. Landlord shall not be liable to Tenant for any loss, damage, or injury to Tenant or to Tenant's property which may occur by reason of Tenant's use of the Parking Area. The parking privileges set forth in this paragraph extend to the Tenant only and guests or social invitees must park off the Premises, either on the street or elsewhere.

Notwithstanding anything in this paragraph or elsewhere in this Lease to the contrary, Tenant shall not park unregistered vehicles, campers, trailers, motorbikes, boats, snowmobiles or commercial vehicles in the Parking Area or anywhere else on the Premises.

7. QUIET ENJOYMENT. Landlord covenants that if Tenant pays the rent and performs and observes all the covenants and provisions in this Lease, Tenant may peaceably and quietly hold and enjoy the Premises for the term of this Lease subject to the terms and provisions herein.

8. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, nor sublet the Premises, without the written consent of Landlord (including, but not limited to, VBRO, AirBnb, Homeaway, etc.) No assignment or subletting shall relieve Tenant of its liability hereunder for the remaining term of this Lease.

9. TENANT'S COVENANTS. Tenant agrees to perform each of the following covenants:

a. To pay the rent when due.
b. To cause no damage to the Premises or the fixtures therein.
c. To make any repairs of less than \$100.00.
d. To abide by all present and future rules and regulations issued by Landlord pertaining to the Premises.

e. To commit no waste to the Premises.
f. To deliver the Premises at the termination of the Lease, properly cleaned, in as good condition as it was when received by Tenant.

g. To pay Landlord, upon demand, for any expense Landlord may incur in repairing any damage to the Premises or to its fixtures or for cleaning the Premises.

h. To replace any lost keys to the Premises. Coincident with Tenant's vacating the Premises, Tenant shall deliver all keys thereto to Landlord.

i. To transfer into Tenant's name prior to occupancy and thereafter pay for all utility bills for heat (oil), hot water, cold water, cable, and electricity consumed in the Premises, including any reconnection fee charged by any utility, due arising out of service interruption due to the Tenant's failure to pay any bills in a full and timely manner.

j. To cause no damage to the lawns, shrubbery, or trees.

k. To inspect all smoke detectors and carbon monoxide detectors in the Premises periodically and pay for and replace worn out batteries when necessary, and to inspect, pay for and replace any light bulbs that periodically need replacement.

l. To maintain, at Tenant's expense: the lawn and landscaping of the Property, including but not limited to lawn mowing as necessary; and the driveway and sidewalks in a safe manner, including but not limited to snow plowing the driveway and shoveling any all hard surfaces serving the Property or sidewalks abutting the Property.

m. Not to alter or install any existing or new lock, or make any alternations, additions, repairs or improvements to the Premises, without Landlord's prior written consent, including but not limited to:

- (i) the change or removal any part of the appliances, fixtures or equipment;
- (ii) the installation of Venetian blinds, shades, awnings or window guards in the unit;
- (iii) the attachment or placement of any fixtures, signs or fences on the buildings or the grounds of the Premises;
- (iv) the attachment of any shelves, screen doors, or other permanent improvements; and
- (v) the placement of any aerials, antennas, television satellite dishes or related equipment, or any other electrical connections.

If such consent is given, Tenant shall agree that any alteration, addition, improvement, or lock fastening device shall become part of the Premises and shall not be removed by Tenant on or before the Expiration Date of this Lease. If Tenant installs a new lock or fastening device, Tenant shall promptly give Landlord a duplicate key thereto so that Landlord may exercise its rights under Paragraph 20 (Landlord's Access) of this Lease. Tenant's failure to provide Landlord a copy of the key, shall be considered an event of default pursuant to Paragraph 17 of this Lease. In the event any locks are changed and/or altered, Tenant shall be responsible for any damaged caused by or resulting from the change or alteration.

n. Not to use the bathroom and kitchen fixtures for any but normal purposes or to use any hot or cold water for any use other than that which is customary in Premises.

o. Not to drive or insert any nail, hook, screw, or other device into any portion of the Premises, or to mark, paint, or wallpaper any portion thereof, without Landlord's prior written approval.

p. Not to use any electric appliance in the Premises other than those normally used in Premises of this type. Tenant shall make no use of the Premises which shall increase the risk of fire, or cause Landlord's fire insurance premiums to be increased, because of Tenant's use of the Premises.

q. Not to make, or permit to be made, any loud noise which will interfere with other tenants in the Premises or neighbors.

r. Not to sweep or throw any rubbish into any portion of the Property other than tenants designated rubbish area, and, for any trash or rubbish not picked up and removed by the Town of Southington, to dispose of same in a timely manner at Tenant's own expense.

s. Not to keep any pet in or around the Premises without the prior consent of Landlord, which may be given in Landlord's sole discretion and may be revoked at any time. In the event Landlord consents, Tenant, at Landlord's election, shall be required to sign an addendum to this Lease.

t. Not to install or use any clothes washer or dryer within the Premises without prior approval from Landlord. Tenant shall be permitted to use the laundry facility, if any, at the Premises or as otherwise designated by Landlord.

u. Not to obstruct the walks, halls, and other portions of the Premises customarily used to enter or exit the Premises.

v. Not to hang laundry, clothes, rugs or other items on or upon the outside of any building. No clothesline or clothes racks or other device may be used to hang any such items on any patio, balcony or window.

w. Not to allow any mechanic's liens or other claims to be filed against the Premises, which such lien, or claim, shall be immediately removed by the Tenant.

x. Not to allow a cooking source that requires an external fuel source such as charcoal burners and portable liquid propane gas cooking equipment such as barbecue grills shall to be stored or used:

(i) on any porch or balcony;

(ii) within any room or space of the Building (violation of Fire Prevention Code);

(iii) within 5 feet of any combustible exterior walls; or

(iv) under any building overhang.

y. Not allow or permit a waterbed or any type of water filled furniture at the Premises.

z. Not to allow or permit a trampoline anywhere on the Premises.

The foregoing covenants shall apply with equal force to Tenant as well as to Tenant's Family.

10. **PROPERTY CONDITION.** Tenant acknowledges that it has examined the Property, is satisfied with its physical condition and accepts it "as is". Tenant's examination of the Premises did not uncover any items or conditions that need to be fixed or repaired, or that were stained, torn, or otherwise damaged. Tenant acknowledges that Landlord has made no warranties or representations as to the present or future condition of the Property or any items located in the Premises. Tenant acknowledges that Landlord has made no promises to repair or improve the Property.

11. **SUBORDINATION OF LEASE.** This Lease shall be subordinate to the lien of any mortgage which may be placed on the Premises and no instrument other than this Lease provision shall be necessary to accomplish such subordination. If required by a prospective mortgagee, however, Tenant shall execute all appropriate documents to effectuate the provisions of this paragraph.

12. **INSURANCE AND LANDLORD LIABILITY.** Tenant shall maintain rental insurance covering all of Tenant's property, in an amount and form acceptable to Landlord. Tenant shall provide Landlord with evidence of such rental insurance prior to the Commencement Date. Landlord shall not be liable for any injury or damage to Tenant, or to its property, which may be caused by or result from the elements or from the malfunctioning of the heating, air conditioning, electrical, or plumbing systems within the Premises irrespective of the cause thereof. Tenant shall give prompt written notice to Landlord of any injury to person or property which occurs in the Premises or any defective condition of which Tenant is aware. The foregoing covenants shall apply with equal force to Tenant as well as to Tenant's Family.

13. **DELAYED POSSESSION.** If Landlord is unable to deliver Tenant possession of the Premises at the Commencement Date, either by reason of the failure of the present occupant to vacate the Premises, incomplete construction, or for any other cause, Landlord shall have no liability to Tenant for such delay. During the period of delay, all rights of the parties hereto shall be suspended until Landlord can give Tenant possession of the Premises. In such event, the term of this Lease shall commence on the date possession of the Premises is given to Tenant, provided, however, the Termination Date shall remain unchanged.

14. **TENANT'S DUTY TO REPORT.** The Tenant is obligated to report all complaints to the Landlord, including all water leaks from plumbing fixtures, leaks from ceilings, floor water, etc., even if it does not directly affect Tenant's living conditions, and if it is not Tenant's fault or doing. Not reporting and following up on repairs will be considered an event of default under Paragraph 17 of this Lease.

15. **DAMAGE TO PREMISES.**

a. Except as hereinafter provided, if the Premises is damaged by fire or other casualty, Landlord shall repair the damage within a reasonable time after its occurrence. If, however, damage to the Premises is so extensive that Landlord elects not to repair the same, Landlord may notify Tenant of its election not to repair and in such event this Lease shall terminate. Upon such termination, rent shall be paid to the date of damage to the Premises, or, if the damage occurs to other

portions of the building, through the Expiration Date. Tenant shall make no claim against Landlord for any damage or inconvenience which Tenant may suffer because of any event described in this paragraph. Tenant agrees that on all matters covered by this paragraph, the discretion of Landlord shall control.

b. If the Premises is damaged or destroyed by fire or other casualty to such an extent that enjoyment thereof by Tenant is substantially impaired, then unless such damage or destruction has been caused by the Tenant's negligence or willful act, Tenant shall not be liable to pay rent for such period of time as such impairment of enjoyment continues. In such event, Tenant may either (i) immediately vacate the Premises and notify Landlord in writing within fourteen (14) days thereafter of its intention to terminate this Lease, in which event this Lease shall terminate as of the date of vacating; or (ii) if continued occupancy of the Premises is lawful, Tenant may vacate any portion thereof rendered unusable by the fire or other casualty and in such event, Tenant's rent shall be reduced in proportion to the diminution in the fair rental value of the Premises.

16. COMPLIANCE WITH LAWS. Tenant shall comply with and conform to all applicable statutes, laws, ordinances, rules, regulations and orders or all governmental authorities having jurisdiction over the Premises. Tenant shall indemnify Landlord from all fines, penalties and costs for violation of, or non-compliance with, the same. In addition, Tenant will abide by the provisions of any statute insofar as it may relate to the Tenant's duties under the tenancy created hereby.

17. TENANT DEFAULT.

a. The following events of default shall constitute cause for Landlord to terminate this Lease:

- (i) If Tenant fails to pay its rent or any other sum due Landlord hereunder within ten days after the same is due.
- (ii) If Tenant shall abandon or vacate the Premises.
- (iii) If Tenant is adjudicated bankrupt.
- (iv) If Tenant violates any covenant, promise or agreement which he has made herein.

b. Upon Tenant's default, Landlord may terminate this Lease immediately by giving Tenant written notice of termination. On receipt of such notice, Tenant shall vacate the Premises on or before the date specified in Landlord's notice. No termination of this Lease by Landlord shall affect its right to recover damages or exercise any other right he may have under the terms of this Lease or by virtue of any law because of Tenant's default. If Tenant is in default under this Lease and Landlord refers the matter to an attorney to evict Tenant, Tenant shall pay Landlord's reasonable attorney's fees. Tenant shall also be liable for any court costs, marshal fees, and mover's fees incurred by Landlord in connection with Tenant's eviction.

c. If Landlord terminates this Lease because of Tenant's default, Tenant shall pay to Landlord all rent remaining to be paid for the balance of the term of this Lease.

d. For the purposes of this Section, "abandonment" shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Connecticut law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Connecticut law, and terminate this Lease without notice to Tenant.

18. EMINENT DOMAIN.

a. As used in this paragraph, "condemnation" or "eminent domain" shall mean and include the taking of a fee, easement, right of way, or any other interest in real estate by any governmental authority or public or private corporation authorized to acquire an interest in land by condemnation. Such terms shall include Landlord granting a fee or other interest in land to a potential condemning authority under threat of and in lieu of condemnation.

b. In the event of a condemnation of the Premises this Lease shall terminate.

c. In the event of a condemnation of only a portion of the Premises, the Landlord, in its sole discretion, shall have the right to continue or terminate this Lease. In the event of a continuance, Landlord shall take reasonable steps to make that portion of the Premises not so condemned into a reasonable living area. In the event of a termination of this Lease by Landlord, Tenant shall vacate the Premises on or before the date set forth in a written notice which Landlord shall give to Tenant advising Tenant of Landlord's election to terminate this Lease under the terms of this paragraph.

d. No condemnation of all or a portion of the Premises shall give Tenant any cause of action against Landlord for a termination of this Lease or for any other cause. Moreover, in any of such events, Tenant hereby irrevocably assigns to Landlord all rights to damages or other awards which Tenant might have against the condemning authority. Tenant agrees to execute any document as may reasonably be required by Landlord to carry out the provisions of this paragraph.

19. WAIVER BY LANDLORD. Landlord's failure to insist upon a strict performance of any of the terms, conditions, or covenants herein imposed upon Tenant shall not be deemed a waiver of any right or remedy Landlord may have for a subsequent breach or default by Tenant in the terms, conditions and covenants hereof.

20. **LANDLORD ACCESS.** Upon twenty-four (24) hours' notice, Landlord shall have the right to enter the Premises at reasonable hours in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or show the Premises to prospective or actual purchasers, mortgagees, prospective tenants, workers, or contractors, provided, however, Landlord may enter the Premises without Tenant's consent in the case of an extreme hazard or emergency. Landlord shall not be liable to Tenant for any inconvenience, disturbance, or loss of utility or other service during any period of necessary maintenance, repair, addition, or improvement to the Premises or from delay or failure to perform such maintenance or other work where such delay or failure is attributable to labor troubles, material shortages, or any other causes beyond Landlord's reasonable control. Tenant shall not be entitled to a reduction of rent due to such interruption or delay.

21. **ATTORNEYS' FEES.** If Landlord commences legal proceedings for the fulfillment of the terms of this Lease, or any renewal thereof, Tenant shall pay all reasonable attorneys' fees, other legal fees and court costs incurred by Landlord in such proceedings.

22. **NOTICES AND AGENT.** Any notice be given hereunder shall be in writing as further set forth herein. Notices to Landlord shall be sent by certified mail, return receipt requested, addressed to the place set forth in Paragraph 3 (Rent), or any other address designated by Landlord. Notices to Tenant shall be given either by similar mail addressed to the Premises or by depositing the notice into Tenant's mail box in the Premises.

Roy Evjen/Diana Evjen is authorized to act on behalf of Landlord. There is no other agent or manager, and all contact in regards to any repair, maintenance, or complaint must go through the Landlord. *Please note:* All notices to the Landlord shall be in writing and mailed by certified mail. All written notices to the Tenant shall be sent or delivered to: 228 Pattonwood Dr, Southington _____. For routine matters, the following contact can be used:

Landlord's Phone Number: 860-919-7078 Email: Lrevjen98@gmail.com

23. **HOLDING OVER.** If Tenant shall hold over after the end of the term, Tenant's occupancy shall be on a month-to-month basis and subject to the terms of this Lease, provided, however, rent shall increase in accordance with the current fair market rental rate. In the event Tenant holds over, either Landlord or Tenant shall be entitled to terminate this Lease upon thirty (30) days written notice.

24. **SUCCESSORS AND ASSIGNS** This Lease shall inure to the benefit of and be binding upon each of the party's heirs, successors and assigns. If Landlord conveys its interest in the Premises to a new owner and assigns to the new owner any advance rent and Security Deposit paid by Tenant, Landlord shall thereafter be relieved of any liability to Tenant under this Lease and Tenant shall look solely to the new owner for performance of the Landlord's obligations hereunder.

25. **CONSTRUCTION.** All masculine and singular pronouns shall be construed to include the feminine and plural thereof respectively, wherever the sense of the language so requires or the context will allow. If any provision of this Lease shall be adjudged invalid or unenforceable such adjudication shall not affect the validity or enforceability of the other provisions hereof.

26. **OPTION TO RENEW.** Provided Tenant is not in default in the performance of any term of this Lease, Tenant shall have the option, exercised by written notice to Landlord, given not less than ninety (90) days prior to the expiration of the term of this Lease, time being of the essence, to extend the term of this Lease commencing upon the expiration of the term of this Lease under the same terms and conditions of this Lease, provided, however, rent shall increase in accordance with the current fair market rental rate. In the event Landlord and Tenant fail to execute an amendment of this Lease evidencing such renewal at least sixty (60) days prior to the Expiration Date, Tenant shall vacate the Premises on the Expiration Date.

27. **VACATING PREMISES.** If Tenant intends to vacate the Premises upon the Expiration Date, Tenant must provide notice of such intent in writing and must be received by the Landlord at least sixty (60) days prior to the Expiration Date. In addition to Tenant's requirements to maintain the Premises and yard, (if any), the Tenant must conduct final cleaning and repairs to the premises on or before 5:00 P.M. on the Expiration Date.

The Landlord shall then conduct a walk-through of the Premises to note any damages or failure by Tenant to adhere to the terms of this Lease. There will be appropriate charges deducted from the security if the Tenant does not clean the Premises and appliances prior to 5:00 P.M. on the Expiration Date. This provision shall survive the termination of the lease term. Any property still present on the Premises after 5:00 p.m. on the Expiration Date shall be deemed abandoned and of no value, and may be disposed of at Tenant's expense in Landlord's sole discretion.

28. **JOINT AND SEVERAL LIABILITY.** The promises and agreements herein shall be construed to be and are hereby declared to be the joint and several promises and agreements of each and every Tenant and shall be fully binding upon and enforceable against each and every Tenant individually. Landlord may at its option enforce this Lease against one or all of the Tenants. Landlord shall not be required to resort to enforcement against all Tenants and the failure to proceed against or join any

such Tenant shall not affect the liability of the other Tenants or their joint and several liabilities if enforcement is sought against more than one Tenant.

29. LOCK BOX AND SHOWING OF PREMISES. A lock box may be installed three (3) months prior to the Lease expiration, and Tenant will cooperate with showing of the Premises and will not in any way interfere with the showing of the Premises. During said 3-month period, a total of three (3) open houses may be held.

30. Counterparts, Captions, Headnotes AND SEVERABILITY.

A. This Lease may be executed in one or more counterparts, all of which are identical, and any one of which is to be deemed to be complete in itself. The captions and headnotes throughout this Lease are for convenience or reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction or meaning of any provision of this Lease.

B. If a clause, provision or paragraph of this Lease is determined to be legally invalid by a court of competent jurisdiction in the State of Connecticut, then such clause, provision or paragraph shall be severed and disregarded from this Lease, and all other terms of this Lease shall remain in full force and effect.

31. ENTIRE LEASE; AMENDMENTS. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject thereof, and none thereof shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only Lease agreement relative to the Premises between the parties hereto and their respective representatives and agents as of the date hereof. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein, and no modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns. Landlord's rights and remedies under this Lease are in addition to, and not instead of any other rights and remedies provided by law. Landlord may exercise any or all of the rights and remedies provided by law, as well as those provided under this lease.

Any amendment to this Lease shall be in writing and executed by all parties hereto.

32. TENANT'S REPRESENTATIONS. The statements and representations made by Tenant in applying for the Premises caused the Landlord to enter into this agreement, and if any of these statements and representations should be false it shall be considered a substantial breach of the Landlord's rules and regulations and of the terms and conditions of this Lease Agreement, and Landlord may terminate this Lease Agreement and recover all costs and expenses incurred as well as possession of the Premises.

33. INDEMNIFICATION OF LANDLORD. Tenant hereby indemnifies and holds Landlord, Landlord's agents, employees, officers, shareholders and members harmless from and against any and all claims arising from Tenant's use of the Premises, from and against any and all claims arising from any breach or default of any of the provisions of the within Lease, from any negligence of the Tenant or any of its agents, contractors, or employees; and from and against all costs and attorney's fees incurred in the defense of any claim brought thereon.

In the event that any action or proceeding is brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's sole expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, on or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, and shall hold the Landlord harmless and indemnify him from any liability thereby :

34. CREDIT REPORTING. Tenant authorizes Landlord to report any past rent, damages, utilities or other costs owed by Tenant to a credit reporting agency. Tenant understands this reporting could affect Tenant's ability to obtain credit or credit for future housing. Tenant also understands that Landlord may turn delinquent accounts over to a collection agency for further action.

35. NON-SMOKING POLICY. Tenant agrees and acknowledges that the Premises to be occupied by Tenant and Tenant's Family is a smoke-free living environment. Tenant, Tenant's Family and any guests must abstain from smoking while in the Premises, porches, garages, basement and any other covered areas. No incense burning is allowed. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product (including but not limited to e-cigs and vaporizers) in any manner or in any form. Violation of this provision is shall be considered an event of default pursuant to Paragraph 17 of the Lease.

36. MINIMUM HEAT. Tenant is required to maintain a minimum heat in the home to protect pipes from damage by freezing. If Tenant plans to be absent from the Premises for more than seven (7) days, Tenant will give written notice to

Landlord to arrange for reasonable inspection of the Premises to determine that minimum heat is maintained. Tenant agrees to never turn heat below 50 degrees Fahrenheit to avoid damage to property.

37. ATTIC STORAGE LIMITED. Storage in the attic in the Premises is not allowed.

38. SCREEN REMOVAL. Tenant is required to remove all screens from windows by 1 October and they are to remain stored during the winter months until no earlier than 1 March, or whenever Tenant desires to reinstall them. Screens are to be stored in a careful manner to avoid damage.

39. EMERGENCY ACCESS LIABILITY. If the Landlord is prevented from entering the Premises in an emergency due to Tenant's behavior, including Tenant's changing a lock or installing an alarm, the Tenant shall bear the costs of Landlord's efforts to enter by force.

In the event Landlord enters by force, Landlord will not be liable for any damages to the Premises or to Tenant's property. It is the responsibility of the Tenant upon vacating the Premises to return all keys to the Landlord. If Tenant fails to return key(s), they will be assessed ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per key.

40. LOCKED-OUT FEE. If Tenant is locked out of the Premises and requests assistance to gain access, Tenant will be charged a fee of SEVENTY FIVE AND NO/100 (\$75.00) DOLLARS per incident. If payment is not made to the Landlord, the fee shall be considered additional rent and due with the next month's rent payment.

41. INJURIES OR DAMAGE. The Tenant is responsible, as additional rent, for any injury or damage caused by the act or neglect of the Tenant, the Tenant's Family, visitors, invitees, contractors, suppliers, agents, assigns and/or movers. The Landlord is not, in any event or under any circumstances, responsible for any injury or damage unless due to the gross negligence of the Landlord. The Tenant shall be responsible for any damage done to the Premises, including but not limited to the halls, stairways or other appurtenances, caused by or arising from the moving of the Tenant's furniture and possessions in or out of the said Premises. For the purposes of the Lease, such person firm, or corporation as may actually move the Tenant's furniture and possessions shall be considered the agents for the Tenant.

42. PLUMBING STOPPAGE. Tenant is responsible for all plumbing stoppage. The minimum charge per stoppage is ONE HUNDRED AND NO/100 (\$100.00) DOLLARS. The Tenant will not pour grease into any sink or dispose of sanitary napkins, tampons or diapers in the toilet.

43. MOLD AND MILDEW. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the house clean, and take every measure to retard and prevent mold and mildew from accumulating in the house. Tenant agrees to regularly clean and dust and remove visible moisture accumulation on windows, walls and other surfaces as soon as identified. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the unit.

Tenant agrees to immediately report to the Landlord:

- i. any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area;
- ii. any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
- iii. any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Premises; and
- iv. any inoperable doors or windows. Tenant further agrees that they shall be responsible for damages to the Premises and Tenant's personal property, as well as personal injury to Tenant or occupants resulting from Tenant's failure to comply with the terms of this paragraph.

44. EXTERMINATION. Upon written notice from the Landlord, the Tenant is responsible for granting the exterminator access to the Premises. The Tenant is fully responsible for complying with the instructions and directives of the exterminator, and emptying cabinets, drawers, closets, ensuring thorough extermination and treatments. The Tenant will be responsible for re-extermination of the entire building if proper extermination cannot be done because the Tenant failed to follow the instructions set forth in the Notice of Extermination letter. The presence of insects or vermin in the Premises shall be immediately reported to the Landlord, and the Tenant shall then fully cooperate and give the Landlord and Landlord's agents or representatives access to the Premises in order to provide effective and timely pest control treatments. Should the Premises suffer the presence of insects or vermin, the Tenant agrees to be held liable and responsible for paying, as additional rent, all reasonable and necessary pest control and related abatement costs to treat and re-treat the Premises and adjacent common areas. Should the Premises suffer the

presence of insects or vermin which the Tenant fails to report to the Landlord as required above, and should the Premises become infested thereby as a consequence of Tenant's failing to promptly report same, then Tenant shall be responsible for paying, as additional rent, all reasonable and necessary pest control and related abatement costs the Landlord incurs to treat and re-treat the infestation.

45. GOVERNING LAW. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.

46. TENANT RESPONSIBILITIES .

- POOL: Tenant is 100% responsible for all in pool related costs. Maintenance, open/close, winterization, parts/components, chemicals, and all costs associated with the pool.

-UTILITIES: Tenant pays all electric, propane, cold/hot water, trash removal, internet, and TV.

-Tenant will clear driveway and walk of snow within 24 hours of storm.

-Tenant will maintain/mow lawn.

-SEPTIC: Owners will pump septic prior to tenant move in. Tenant to be required to pump system every 2 years after Year 2025 and 2027. Tenant to provide receipt to owner.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first mentioned above.

Signed, Sealed and Delivered
in the Presence of:

LANDLORD:
PINK FLAMINGO PROPERTIES LLC

Signature: _____

Name: _____

TENANT:

JOANNE GRASSO, ANDREW MESSINA, JEANNA MESSINA

Joanne Grosso

Jeanna Messina

Andrew Mac Messina