

# Connecticut Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Connecticut Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The Manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. However, per Conn. Gen. Stat. § 47a-4c, Landlord may not require electronic funds transfer as the exclusive form of payment of rent or a security deposit. Per Conn. Gen. Stat. § 47a-3a, upon receipt of a payment in cash from or on behalf of Tenant, Landlord shall provide the person making the payment with a receipt stating the date of the payment, the amount received, and the purpose for which the payment was made. Per Conn. Gen. Stat. § 47a-19, acceptance of rent with the knowledge that such rent is overdue constitutes a waiver of Landlord's right to terminate this Agreement for Tenant's failure to pay such rent when it was due.
6. **CHARGES AND FEES.** Once rent remains unpaid for at least nine days, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.

8. **SECURITY DEPOSIT.**

A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. [Note: Per Conn. Gen. Stat. § 47a-21(b), if Tenant is *under* sixty-two years of age, Landlord shall not demand a security deposit in excess of two months' periodic rent. If Tenant *is sixty-two years of age or older*, Landlord shall not demand a security deposit in excess of one month's periodic rent.]

B. **Escrow Deposit.** Per Conn. Gen. Stat. § 47a-21(h)(1), Landlord shall place the security deposit into an escrow in a financial institution. Landlord shall be escrow agent of such account, and Landlord shall not withdrawal funds from the escrow account, except under subsection (F) below or as otherwise provided by law.

C. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to: damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord shall not apply the security deposit to ordinary wear and tear. Tenant shall not apply the security deposit to the last month's rent or any other charges.

D. **Return Of Security Deposit.** Per Conn. Gen. Stat. § 47a-21(d):

i. Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **30 days** after the termination of this Agreement or **15 days** after receiving written notification of Tenant's forwarding address, whichever is later, Landlord shall deliver to Tenant at Tenant's forwarding address either:

a. the full amount of the security deposit plus accrued interest as provided in subsection (E) below, or

b. the balance of the security deposit and accrued interest as provided in subsection (E) below after deduction for any damages suffered by Landlord by reason of Tenant's failure to comply with Tenant's obligations, together with a written statement itemizing the nature and amount of such damages.

ii. If Landlord violates any provision of this subsection (D), Landlord shall be liable for twice the amount of any security deposit paid by Tenant, except that, if the only violation is the failure to deliver the accrued interest, Landlord shall only be liable for ten dollars or twice the amount of the accrued interest, whichever is greater.

E. **Interest.**

i. Rate. Landlord shall calculate and pay interest according to

Conn. Gen. Stat. § 47a-21(i). The interest rate for security deposits and the calculation of interest can be found at the Connecticut Department of Banking [\(click to view\)](#).

- ii. Annual Payment. On the anniversary date of the Agreement Term and annually thereafter, such interest shall be paid to Tenant or credited toward the next rental payment due from Tenant, as Landlord shall determine.

F. **Escrow Withdrawal**. Per Conn. Gen. Stat. § 47a-21(h)(2), the escrow agent (e.g., Landlord) may withdraw funds from an escrow account to:

- i. disburse the amount of any security deposit and accrued interest due to Tenant pursuant to subsection (D) of this section;
- ii. disburse interest to Tenant pursuant to subsection (E) of this section;
- iii. make a transfer of the entire amount of certain security deposits to a successor in title pursuant Conn. Gen. Stat. § 47a-21(h)(3);
- iv. retain interest credited to the account in excess of the amount of interest payable to Tenant under Conn. Gen. Stat. § 47a-21(i);
- v. retain all or any part of a security deposit and accrued interest after termination of this Agreement equal to the damages suffered by Landlord by reason of Tenant's failure to comply with such Tenant's obligations;
- vi. disburse all or any part of the security deposit to Tenant at any time during the tenancy; or
- vii. transfer such funds to another financial institution or escrow account, provided such funds remain continuously in an escrow account.

9. **KEYS**. Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. **UTILITIES**. Landlord shall be responsible for paying the following utilities: [{LandlordUtilities}](#). Tenant shall be responsible for paying all other utilities including but not limited to: [{TenantUtilities}](#). Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
    - i. **Notice by Landlord.** Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
    - ii. **Notice by Tenant.** Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per Conn. Gen. Stat. § 47a-7, Landlord shall:

- i. comply with the requirements of Conn. Gen. Stat. § 19a-355 et seq. and all applicable building and housing codes materially affecting health and safety of both the state or any political subdivision thereof;
- ii. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition, except where the Premises are intentionally rendered unfit or uninhabitable by Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent, in which case such duty shall be the responsibility of Tenant;
- iii. keep all common areas of the Premises in a clean and safe condition;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances and elevators, supplied or required to be supplied by Landlord;
- v. provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal; and
- vi. supply running water and reasonable amounts of hot water at all times and reasonable heat except if the building which includes the Premises is not required by law to be equipped for that purpose or if the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant or supplied by a direct public utility connection.

If any provision of any municipal ordinance, building code, or fire code requires a greater duty of Landlord than is imposed under this subsection (A), then such provision of such ordinance or code shall take precedence over the provision requiring such lesser duty.

B. **Tenant's Responsibilities.** Per Conn. Gen. Stat. § 47a-11, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of any building, housing, or fire code materially affecting health and safety;
- ii. keep such part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
- iii. remove from the Premises all ashes, garbage, rubbish, and

other waste in a clean and safe manner to the place provided by Landlord pursuant to Conn. Gen. Stat. § 47a-7(a)(5);

- iv. keep all plumbing fixtures and appliances in the Premises or used by Tenant as clean as the condition of each such fixture or appliance permits;
- v. use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the Premises in a reasonable manner;
- vi. not willfully or negligently destroy, deface, damage, impair, or remove any part of the Premises or permit any other person to do so;
- vii. conduct himself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment or constitute a nuisance, as defined in Conn. Gen. Stat. § 47a-32, or a serious nuisance, as defined in Conn. Gen. Stat. § 47a-15; and
- viii. if judgment has entered against a member of Tenant's household pursuant to Conn. Gen. Stat. § 47a-26h(c) for serious nuisance by using the Premises for the illegal sale of drugs, not permit such person to resume occupancy of the Premises, except with the consent of Landlord.

**C. Maintenance Responsibilities by Written Agreement.** Per Conn. Gen. Stat. § 47a-7(c)-(d):

- i. Landlord and Tenant of a single-family residence may agree in writing that Tenant perform Landlord's maintenance duties specified in subsections (A)(v) and (A)(vi) above and also specified repairs, maintenance tasks, alterations, or remodeling, provided the transaction is entered into in good faith and not for the purpose of evading the obligations of Landlord.
- ii. Landlord and Tenant of a dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling if:
  - a. the agreement of the parties is entered into in good faith;
  - b. the agreement is in writing;
  - c. the work is not necessary to cure noncompliance with subsections (A)(i-ii) above; and
  - d. the agreement does not diminish or affect the obligation of Landlord to other tenants.

**D. Failure of Landlord to Supply Essential Services.** Per Conn. Gen. Stat. § 47a-13:

- i. If Landlord is required to supply heat, running water, hot water, electricity, gas, or other essential service, and if Landlord fails to supply such essential service and the failure is not caused by conditions beyond Landlord's control, Tenant may give notice to Landlord specifying the breach and may elect to:
  - a. procure reasonable amounts of heat, hot water, running water, electric, gas, or other essential service during the period of Landlord's noncompliance and deduct the actual and reasonable cost of such service from the rent; or
  - b. procure reasonable substitute housing during the period of Landlord's noncompliance if Landlord fails to supply such service within two business days of such breach; except, if the breach is the failure to provide the same service and such breach recurs within six months, Tenant may secure substitute housing immediately; or
  - c. if the failure to supply such service is willful, Tenant may terminate this Agreement and recover an amount not more than two months' periodic rent or double the actual damages sustained by Tenant, whichever is greater. If the rental agreement is terminated, Landlord shall return all security and prepaid rent and interest required pursuant to Conn. Gen. Stat. § 47a-22, recoverable under Conn. Gen. Stat. § 47a-21.
- ii. If Tenant elects to procure substitute housing as provided in subsection (D)(i)(b), rent otherwise owed to Landlord shall abate for the period of Landlord's noncompliance. In addition, Tenant may recover the actual costs of such substitute housing, but in no event shall Tenant recover more than an amount equal to the amount of rent abated under this subsection (D)(ii). In any cause of action or defense to any action arising under Conn. Gen. Stat. § 47a-13, Tenant may recover reasonable attorneys' fees.
- iii. Rights of Tenant under this section do not arise until Tenant has given reasonable written or oral notice to Landlord or if the condition was caused by the willful or negligent act or omission of Tenant, a member of Tenant's family or other person on the premises with Tenant's consent.

**E. Effect of Failure to Comply with Conn. Gen. Stat. § 47a-7.** Per Conn. Gen. Stat. § 47a-4a, this Agreement does not permit the receipt of rent for any period during which Landlord has failed to comply with Conn. Gen. Stat. § 47a-7(a).

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition;

except as noted on the inspection checklist, if any.

## 20. REPAIRS AND ALTERATIONS.

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
- C. **Implementation of Energy Conservation Measures by Tenant.** Per Conn. Gen. Stat. § 47a-13a:
- i. Tenant may, in accordance with subsection (ii) below, at no cost to Landlord, implement or authorize the implementation of energy conservation measures in the Premises or in any other part of the building which affects Tenant's level of energy consumption, which would otherwise require the consent of Landlord.
  - ii. In order to implement energy conservation measures under this section, Tenant or entity administering any energy conservation or weatherization program shall give written notice of the intent to implement such measures to Landlord by certified mail, return receipt requested. Unless Landlord gives written notice of Landlord's disapproval of such implementation by certified mail, return receipt requested, within twenty days of the giving of notice to Landlord, such energy conservation measures may be implemented; provided that, to the extent Landlord's consent would otherwise be necessary, no such disapproval shall be effective as to the installation of removable weatherstripping around doors and windows, removable interior storm windows and insulation wrap around hot water heating tanks.
  - iii. Nothing in this section shall:
    - a. authorize Tenant to make structural changes to the building;
    - b. relieve Tenant or Landlord of their responsibilities and liabilities under Conn. Gen. Stat. § 47a-7 and 47a-11; or
    - c. restrict the availability to Tenant of any other remedies

which exist under any other law.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
  - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
22. **RULES AND REGULATIONS.** Per Conn. Gen. Stat. § 47a-9:
  - A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
    - i. the purpose of the rule or regulation is to promote the convenience, safety, or welfare of Tenant; preserve the Landlord's property from abusive use; or make a fair distribution of services and facilities held out for all the tenants generally;
    - ii. the rule or regulation is reasonably related to the purpose for which it is adopted;
    - iii. the rule or regulation applies to all tenants in a fair manner;
    - iv. the rule or regulation is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant shall or shall not do to comply; and
    - v. Tenant has notice of the rule or regulation at the time Tenant enters into this Agreement or when the rule or regulation is adopted.
  - B. If a rule or regulation that would result in a substantial modification of the terms of this Agreement is adopted after Tenant enters into this Agreement, such rule or regulation is not valid unless Tenant consents to such rule or regulation in writing.
23. **NOTICE WHEN PREMISES IS LOCATED IN COMMON INTEREST COMMUNITY.** If applicable per Conn. Gen. Stat. § 47a-3e, Landlord has provided Tenant with a written notice that the Premises is located in a common interest community.
24. **NOTICE REGARDING OPERATIVE FIRE SPRINKLER SYSTEM.** Per Conn. Gen. Stat. § 47a-3f, the Premises does not have a fire sprinkler system.
25. **DEATH OF TENANT.** If Tenant is a sole occupant and Tenant dies, Landlord may remove any personal property remaining in the Premises and re-rent the Premises per the procedures described in Conn. Gen. Stat. § 47a-11d.
26. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During

such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

27. **ABANDONMENT.** Per Conn. Gen. Stat. § 47a-11b:

- A. **Evidence of Abandonment.** For the purposes of this section, “abandonment” means the occupants have vacated the Premises without notice to Landlord and do not intend to return, which intention may be evidenced by the removal by the occupants or their agent of substantially all of their possessions and personal effects from the Premises *and either*
- i. nonpayment of rent for more than two months; or
  - ii. an express statement by the occupants that they do not intend to occupy the Premises after a specified date.
- B. **Notice to Tenant.** If all the occupants abandon the Premises, Landlord may send notice to each occupant at his last-known address both by regular mail, postage prepaid, and by certified mail, return receipt requested, stating that:
- i. Landlord has reason to believe that the occupant has abandoned the Premises;
  - ii. Landlord intends to reenter and take possession of the Premises unless the occupant contacts Landlord within ten days of receipt of the notice;
  - iii. if the occupant does not contact Landlord, Landlord intends to remove any possessions and personal effects remaining in the Premises and to rerent the Premises; and
  - iv. if the occupant does not reclaim such possessions and personal effects within thirty days after the notice, they will be disposed of as permitted by this section. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which Landlord can be contacted. If the notices are returned as undeliverable, or the occupant fails to contact Landlord within ten days of the receipt of the notice, Landlord may reenter and take possession of the Premises, at which time this Agreement shall be deemed to be terminated.
- C. **Notice to Quit Not Required.** Landlord shall not be required to serve a notice to quit as provided in Conn. Gen. Stat. § 47a-23 and bring a summary process action as provided in Conn. Gen. Stat. § 47a-23a to obtain possession or occupancy of the Premises which has been abandoned. Nothing in this section shall relieve Landlord from complying with the provisions of Conn. Gen. Stat. § 47a-1 to 47a-20a, inclusive, and Conn. Gen. Stat. § 47a-23 to 47a-42, inclusive, if Landlord knows, or reasonably should know, that the occupant has not abandoned the Premises.
- D. **Mitigation of Damages.** If at any time during the Agreement Term Tenant abandons the Premises, Landlord may obtain possession of the Premises in any manner provided by law. Landlord may relet the

Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Per Conn. Gen. Stat. § 47a-11a, if Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate in mitigation of damages. If Landlord fails to use reasonable efforts to rent the Premises at market rate, this Agreement is deemed to be terminated by Landlord as of the date Landlord has notice of the abandonment.

- E. **Personal Property.** Landlord shall inventory any possessions and personal effects of the occupant in the Premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from Landlord within said thirty-day period. **If the occupant does not reclaim such possessions and personal effects by the end of said thirty-day period, Landlord may dispose of them as Landlord deems appropriate.**

28. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Conn. Gen. Stat. § 47a-16:

- A. Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; make necessary or agreed to repairs, alterations, or improvements; supply necessary or contractual services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- B. Landlord may enter the Premises without consent of Tenant in case of emergency.
- C. Landlord shall not abuse the right of entry or use such right of entry to harass Tenant. Landlord shall give Tenant reasonable written or oral notice of Landlord's intent to enter and may enter only at reasonable times, except in case of emergency.
- D. Landlord may not enter the Premises without the consent of Tenant except:
  - i. in case of emergency;
  - ii. as permitted by Conn. Gen. Stat. § 47a-16a;
  - iii. pursuant to a court order; or
  - iv. if Tenant has abandoned or surrendered the Premises.

29. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

30. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

31. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. per Conn. Gen. Stat. § 47a-15, there is a material noncompliance with Conn. Gen. Stat. § 47a-11 by Tenant which materially affects health and safety;
- iv. if rent is unpaid when due and Tenant fails to pay rent within nine days thereafter, Landlord may terminate the rental agreement in accordance with the provisions of Conn. Gen. Stat. § 47a-23 to 47a-23b, inclusive;
- v. per Conn. Gen. Stat. § 47a-18, Tenant refuses to allow lawful access to the Premises; or
- vi. otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. Tenant is a victim of family violence or sexual assault per Conn. Gen. Stat. § 47a-11(e);
- ii. per Conn. Gen. Stat. § 47a-12, there is a material noncompliance by Landlord with this Agreement or a noncompliance with Conn. Gen. Stat. § 47a-7 which materially affects health and safety;
- iii. per Conn. Gen. Stat. § 47a-13(a)(3), Landlord fails to supply essential services;
- iv. per Conn. Gen. Stat. § 47a-14(a), the Premises is damaged or destroyed by fire or other casualty to an extent that enjoyment of the Premises is substantially impaired, unless such damage or destruction is caused by Tenant's negligence or willful act;
- v. per Conn. Gen. Stat. § 47a-18(a), Landlord makes an unlawful entry or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant; or
- vi. otherwise provided by law.

32. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
33. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
34. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
35. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
36. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
38. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs. [Note: Connecticut law may limit Landlord's attorneys' fees in excess of fifteen per cent of any judgment against Tenant in any action in which money damages are awarded.]
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
40. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be

invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}