

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of February, 2015, by and between Walter J. Berthiaume and Diane M. Berthiaume (hereinafter referred to as "Berthiaume") and James Adam Blodgett and Dawn Marie Blodgett (hereinafter referred to as "Blodgett").

### WITNESSETH:

1. Blodgett shall have possession of the barn and farm on April 5, 2015, on the Berthiaume property on Route 104 in Fairfax, which property is the subject of a Purchase and Sale Contract dated October 23, 2014 (hereinafter referred to as the "farm"). Prior to April 5, 2015, Blodgett may have access to the barn for making improvements.
2. Blodgett shall have possession of the farm house on April 5, 2015, on the Berthiaume property on Route 104 in Fairfax, which property is the subject of Purchase and Sale Contract dated October 23, 2014 (hereinafter referred to as the "premises"). Prior to April 5, 2015, Blodgett may move their possessions into the second floor of the home.
3. Blodgett shall pay Berthiaume for the use of the farm and premises the sum of Five Hundred Dollars (\$500.00) per month from the date of possession to the date Blodgett purchases the farm and premises from Berthiaume.
4. Berthiaume shall pay the property taxes and insurance on the property.
5. Blodgett shall be responsible for all utility expenses incurred from the date of possession.
6. If Blodgett terminates the contract, then Blodgett shall have thirty (30) days to vacate the farm and the premises and if Blodgett remains in the farm and premises after the expiration of 30 days, then Blodgett shall owe Berthiaume the sum of Two Thousand Dollars (\$2,000.00) per month until Blodgett vacates.
7. All repairs and maintenance to the farm and premises between the date of possession and the date of closing shall be the exclusive responsibility of Blodgett except that Berthiaume's

insurance shall be applied to accomplish any repairs and to the benefit of Blodgett.

Berthiaume shall have no responsibility for any damage to the premises except to the extent of their insurance coverage. If Blodgett causes damage to the premises and terminates the contract, then Blodgett shall repair the damage and restore the premises to the prior condition, normal wear and tear excepted.

8. In the event that Berthiaume prevails in any legal action brought by either party to enforce the terms of this agreement, Berthiaume shall be entitled to all costs incurred in connection with said action including reasonable attorney fees.
9. Berthiaume shall not be liable for any damage or injury to Blodgett or any other person, or to any property, occurring on the premises, or any part thereof, and Blodgett agrees to hold Berthiaume harmless from any claims for damages, no matter how caused. Likewise, Berthiaume shall not be responsible for any damage or injury to guests or invitees of Blodgett.
10. This Agreement is binding on the heirs, successors and assigns of both Berthiaume and Blodgett.
11. The purchase and sale contract dated October 23, 2014 and the Assignment of Purchase & Sale Agreement dated \_\_\_\_\_ shall remain in full force and effect except as specifically modified herein.
12. This Lease Agreement shall expire when the closing occurs. It is anticipated that the closing will occur on or before January 31, 2016. If the closing does not occur by April 1, 2016, then the monthly rent shall increase to \$1,000.00 per month until the closing occurs.
13. This Lease Agreement shall expire on September 1, 2016 if no closing has occurred by then.

14. Blodgett shall during the term of this lease work the farm in a good, careful and husbandlike manner, using modern, approved methods of agriculture and horticulture, and protecting the soil against erosion and depletion.
15. This lease is not assignable by Blodgett.
16. Blodgett may only cut wood for their own domestic heating purposes. Blodgett may not remove any equipment or machinery. Blodgett shall maintain the property in a reasonable fashion and shall maintain all fences.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Walter J. Berthiaume

\_\_\_\_\_  
Diane M. Berthiaume

Dated at \_\_\_\_\_, Vermont this \_\_\_\_ day of \_\_\_\_\_, 2015.

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James Adam Blodgett

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Dawn Marie Blodgett