



Woodstock Housing Advisor
<https://www.woodstock-vermont.com/housing>
WoodstockHousingAdvisor@gmail.com
802-297-7563

INVOICE

Date: 9/15/2023

Invoice # 011

Grant Awardee:

Tesha Buss
1135 West Woodstock Rd
Woodstock, VT 05091

To:

Town of Woodstock/EDC
Housing Programs
31 The Green
Woodstock, VT 05091

Payee Name	Grant Account	Payment Terms
Tesha Buss	ADU Workforce Rental Incentive	Due within 7 days

Date	Description	Payment Due
9/15/2023	EDC ADU Workforce Rental Final payment from \$10,000 available balance.	\$2,500.00
	W9 is on file with the Town	
	Total Payment Due:	\$2,500.00
	Remaining balance available upon additional receipts or signed tenant lease	\$0.00

Proof of Expenditures Submitted

Date	Description	Amount
9/27/2022	Lavalley Contract & Receipts for down payment	\$47,000
9/15/23	Qualified Tenant Lease Provided	
9/15/23	Qualified Tenant Employment Offer/Contract Submitted	

Grant Payment Timing: EDC will pay the incentive grant in up to four milestone payments as the construction progresses. Owner will provide copies of invoices, bills and/or receipts to justify each milestone payment. Final payment (25%) will be held until the fully executed lease with a tenant for the ADU is in place by the Owner.

Date: 09/14/2022

LaValley Building Supply, LLC – General Conditions of Contract

This contract consists of the following pages: 1

Buyer certifies that he/she has read and understands the above pages. This Contract made and entered into at NEWPORT State of New Hampshire, by and between LaValley Building Supply, LLC. hereinafter called the Seller, and TESHA BUSS of 1135 WEST WOODSTOCK RD WOODSTOCK VT 05091 hereinafter called the Buyer. Witnesseth:

I. Whereas, said Buyer desires to purchase of Seller certain Building Material and supplies, the kind and quality (where applicable) which is set forth in the LaValley Building Supply, LLC. Specifications attached and hereto made a part of this Agreement and Contract.

II. The Seller agrees to sell and deliver to the Buyer at 1135 WEST WOODSTOCK RD WOODSTOCK VT 05091 such of the materials as are hereinabove specified, reference being had to LaValley Building Supply, LLC. Specifications attached hereto and made a part of this Contract and the Buyer agrees to purchase, receive and pay for such materials under the terms and conditions hereinafter set forth.

A. The Buyer agrees to pay said Seller the Contract price of \$7000.00+TAX \$6090.00 for all materials furnished under LaValley Building Supply, LLC Specifications, attached hereto, the same to be paid according to the following schedule, subject to interest at the rate of 1½% per month on the unpaid balance, if payment is not made within 10 days of billing.

Down Payment: \$ 47000.00

\$46090.00 DUE UPON DELIVERY

INCLUDES ALL FRAMING FOR 30X24 2 STORY GARAGE, EVERLOK STANDING SEAM ROOFING, PRIMED HEMLOCK CLAPBOARD SIDING, PRIMED EXTERIOR TRIM, 3 ENTRY DOORS, 2-10X8 GARAGE DOORS WITH OPENERS, ENCLOSED STAIR TO SECOND FLOOR, BRACING AND HARDWARE. WINDOWS, NO LABOR EXCEPT INSTALLING GARAGE DOORS AND OPENERS All materials in package specifications sheet

All materials purchased by the Buyer in addition to the Contract shall be paid within 10 days from delivery of said materials. These extras shall be paid before final delivery of specification materials.

B. It is the mutually understood and agreed that the Buyer shall have the right to add or delete from materials specified in the LaValley Building Supply, LLC. Specifications, and that the value of such additions or deletions does not in any way vary or change the Contract price hereinbefore stated, but is expressly agreed that such addition or deletion shall become respectively an extra charge or credit only towards the purchase of some additional material from Seller.

C. Whereas, the purpose of these specifications and contract is to supply with materials a specific house or project, LaValley warrants that they will furnish sufficient materials. Any shortage within the scope of the attached specifications will be shipped at no charge to the Buyer. It is expressly understood that any overages are the property of the Seller and shall be returned to him/her without credit to the Buyer.

D. All materials and supplies delivered to the Buyer shall become the sole property of the Buyer and shall be held or stored at his risk. Such materials and supplies as shall be furnished the Buyer by the Seller in excess of building specification requirements, shall remain the property of the Seller and be held or stored at his risk.

E. It is mutually understood and agreed that the LaValley Building Supply, LLC. Specifications as attached hereto shall govern the parties, that said specifications shall have preference over plans and shall constitute the subject matter relative to this Contract.

F. Should there be any dispute relative to this Contract, the laws of the State of New Hampshire shall govern.

G. It is further understood that the Seller is not a contractor and is in no way responsible for the construction of any LaValley Building Supply, LLC unit except in the erection of the shell before materials shall be thereon furnished and when the Seller has so contracted to erect the same by specifications attached hereto and made a part of this Agreement and Contract.

H. The rights of the Buyer hereunder shall not be assigned or transferred by him, either in part or in whole, without the written consent of the Seller

I. And it is further understood and agreed by and between the parties hereto that this Contract includes and does and shall constitute the sole, only and entire Agreement between the parties hereto, and further that this Contract cannot and shall not be changed or modified in any particular whatsoever by any employee or representative of the Seller in any capacity, unless any such change or modification shall first be specifically reduced to writing and signed by both of the parties hereto.

J. It is mutually understood that this paragraph is intended to give prior notice to the Buyer of the Seller's rights under the lien laws of the State of New Hampshire. In the event that this Contract is not paid for as agreed, the Seller shall have lien rights against the property to his full protection.

K. This contract shall be of no force and effect unless signed by the President of LaValley Building Supply, LLC or a duly authorized agent of LaValley Building Supply, LLC.

L. The Buyer hereby agrees to pay all sales taxes that may be imposed as a result of this sale.

M. "In the event that Buyer should breach this contract he hereby agrees to pay to the Seller all costs of collection including reasonable attorney's fees."

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Seller in its registered business name by its duly authorized agent, and the said Buyer in his own proper person.

Witness: _____

Witness: _____

Purchaser: 

Purchaser: _____

By: _____

LaValley Building Supply, LLC. Authorized Agent

S1 - AS400 Sign On - BlueZone iSeries Display

File Edit Session Options Transfer View Macro Script Help

ORDE0903 Detail Data Batch History Review

Customer / Job _____

Job Number _____

Batch ID SRA100 001 STORE 100

Order/release no. CRD CARD -V WS/ID NPCREDIT

Date / Time 9/27/22 11:39:21

Transaction MISC. CASH RECEIPT

Keyed SRA SHANNON ANDRE NEWP

Exit Code CSH Exit Count 001

Sales Dollars .00

Paid Dollars 18,000.00

Medium of Exchange CRD

Check Number & ID CRD CARD _____

Credit Card Type V

Credit Card Number 438857*****0870

Expiration Date 01/2026 Authorization 00303D

Remarks P22B19 9/27/22 SRA

Use roll keys to move back and forth through data. Press enter to return

S1 - AS400 Sign On - BlueZone iSeries Display

File Edit Session Options Transfer View Macro Script Help

ORDE0903 Detail Data Batch History Review

Customer / Job _____

Job Number _____

Batch ID SRA100 001 STORE 100
Order/release no. CRD CARD -A WS/ID NPCREDIT
Date / Time 9/27/22 11:37:30
Transaction MISC. CASH RECEIPT
Keyed SRA SHANNON ANDRE NEWP
Exit Code CSH Exit Count 001
Sales Dollars .00
Paid Dollars 29,000.00
Medium of Exchange CRD
Check Number & ID CRD CARD _____
Credit Card Type A
Credit Card Number 379806*****2008
Expiration Date 10/2024 Authorization 284059
Remarks P22B19 SRA 9/27/22

Use roll keys to move back and forth through data. Press enter to return

S1 Ready (1) 10.10.10.1 JLV0FFICE2 M00 13:03:32 Tue Nov 01 NUM 04:05:42 01, 001

RENTAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this **1st day of September, 2023**, by and between Benjamin Johnson, hereinafter collectively referred to as "Tenant", and Tesha Buss, a resident of Woodstock, hereinafter referred to as "Landlord".

WHEREAS, the Landlord wishes to lease to Tenant and the Tenant wishes to lease from Landlord certain premises that are hereafter described;

WHEREAS, Landlord is only willing to lease to Tenant provided that Tenant agrees to the terms of this Lease Agreement; Now therefore; in consideration of the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. **PREMISES:** Landlord hereby leases to Tenant and Tenant hereby lets from Landlord the apartment at 1135 West Woodstock Road, Unit/Apt. Garage, Woodstock, VT (the "Premises"). the Premises shall be used as a primary residency and continuously occupied as their principal place of residence. Only the persons who have executed this Lease Agreement as Tenant shall be considered as a Tenant hereunder. No other persons may reside at the Premises, other than Tenant's minor children.

2. **PROOF OF QUALIFIED TENANT STATUS:** Tenant works, or will work, an average of 25 hours or more per week at a business, organization or public or private entity located within the towns of Woodstock, Barnard, Bridgewater, Pomfret, Reading and Hartland. Tenant will provide landlord proof of employment via paystub or equivalent by **September 15, 2023** Tenant will provide proof of employment to the Landlord **every six months to comply with the Woodstock EDC Housing Program.**

Note: The employer/business must serve the Woodstock Community, hold a valid and current business license and pay sales taxes, or be an operating non-profit.

3. **CHANGE IN TENANT QUALIFICATION:** Tenant shall contact Landlord within **five** days of change in employment. For a six month or one year lease, the Landlord requires Tenant to vacate the property at the end of the lease. For a two year lease, the Landlord requires Tenant to vacate the property within four months of the status change.

4. **TERM:** This Lease Agreement shall be one year commencing on **September 1, 2023 and ending on August 31, 2024**. If Tenant wishes to terminate this lease, Tenant must provide Landlord with notice no less than 30 days prior to the date of termination. Tenant will be responsible for prorated rent if the termination date is on any other day than the first or last day of a month. Landlord may terminate this lease by providing Tenant with notice no less than 30 days prior to termination. If Tenant should hold over and remain in possession of the Premises after the expiration of this Lease Agreement without Landlord's written consent, it shall not be deemed or construed to be a renewal or extension of this Lease Agreement, but shall only operate to create a tenancy at will.

5. **RENT.** Tenant shall pay to Landlord as rent for this Lease Agreement **\$982 – Utility allowance of \$92= \$890 U.S. Dollars (\$890 U.S.) per month payable in advance on or before the first of each month, beginning September 1, 2023**. Rent is payable without demand or notice. Rents received after the first day of each month will be subject to a per day late fee equal to \$25 per day. Late fees will apply to any returned rent check. In addition to the foregoing, in the event that the entire rent hereunder is not paid on or before the first day of each month then any and all parties being a Tenant hereunder may be reported to any and all applicable credit reporting services.

6. **SECURITY DEPOSIT.** Landlord hereby acknowledges the receipt from Tenant of one month's rent in U.S. Dollars (**\$890 U.S.**) as a security deposit for the Premises. The security deposit shall secure the performance of Tenant's obligations to pay rent, unpaid utility bills owed by Tenant, expenses due to damage beyond reasonable wear and tear and the expenses resulting from removal of belongings left behind by Tenant after termination of the tenancy. Landlord may retain all or a portion of the security deposit for:

- a. nonpayment of rent,

- b. damage to the Premises or property of Landlord unless the damage is the result of reasonable wear and tear,
- c. nonpayment of utility or other charges which Tenant is required to pay directly to a utility,
- d. cleaning upon Tenant vacating the Premises to the same or better condition as at the commencement of this lease, reasonable wear and tear, (as that term is defined herein), excepted, and
- e. expenses required to remove from the Premises articles abandoned by Tenant. As used herein, the term "reasonable wear and tear" shall mean the deterioration which occurs, based upon the reasonable use for which the dwelling unit is intended, without negligence, carelessness, accident or abuse of the Premises or supplied equipment or appliances by any Tenant or members of household or their invitees or guests. Any outstanding damage over and above the cost of the security deposit shall be the responsibility of Tenant.

If there is more than one Tenant, the security deposit shall be returned within 30 days of when Tenant or all of the tenants under this lease have vacated the Premises and met all obligations of the lease. **The security deposit is not to be applied against the last month's rent.** Accordingly, in the event that Tenant does not pay the entire last month's rent on or before the fifth day of that month, then all Tenants hereunder shall be reported to any and all applicable credit reporting services.

Landlord shall only be required to return any security deposit owing via one check made payable to all Tenants jointly and mailed or delivered to the forwarding address provided by Tenant.

- 7. **UTILITIES.** Except as provided below, Tenant shall pay for all utilities with respect to the Premises including, but not limited to, electricity, telephone, cable television and internet access. Landlord shall pay for water and sewer.
- 8. **MUNICIPAL ASSESSMENTS:** Landlord shall pay all municipal assessments with respect to the Premises except any assessments, penalties or fines that are incurred due to the negligence or willful act of any Tenant or any invitee of any Tenant or the violation of any state, local or city law, regulation, rule or ordinance substantially caused by the action or inaction of any Tenant or any invitee of any Tenant including, but not limited to, any fines, penalties or assessments due to the violation of any Town or Village of Woodstock noise ordinance, zoning ordinance or any law related to the consumption of alcoholic beverages or the possession of illegal substances, all of which the Tenant shall pay and hereby agrees to indemnify and hold Landlord harmless therefrom.
- 9. **ALTERATIONS:** Tenant shall make no alterations, additions, or improvements (including painting) to the interior or exterior of the Premises without the prior approval of Landlord. In the event that Tenant makes any such alterations, additions or improvements, then, in addition to any other remedies of Landlord hereunder, Landlord shall be entitled to, without notice to Tenant and at Tenant's expense, remove such alterations, additions, or improvements and restore the leased Premises to their original condition.
- 10. **ACCEPTANCE OF PREMISES:** Tenant has inspected the leased Premises and Tenant's acceptance or possession of the leased Premises is conclusive evidence of receipt of them in good order and repair. Upon the termination of this Lease Agreement, Tenant shall thoroughly clean the Premises and shall leave the Premises and the improvements therein, in the same or better condition as at the commencement of the term, reasonable wear and tear, (as that term is defined herein), excepted.
- 11. **ASSIGNMENT AND SUBLEASING:** Landlord may assign this Lease Agreement without consent. Tenant shall not assign, mortgage, pledge, or encumber this Lease Agreement, the Premises, or sub-let the whole or any part of the Premises without Landlord's prior written consent.
- 12. **COMMON AREAS:** The sidewalk, driveway, entrance, stairways, and other common areas shall not be obstructed by Tenant or used by Tenant for any other purpose than those of ingress or egress from the Premises. Tenant agrees that Landlord shall have the right, but not the obligation, to remove any items in any of the foregoing common areas without notice and at the cost of Tenant.

13. **REFUSE:** The appearance of your Premises is of paramount importance. Accordingly, Tenant agrees to keep the leased Premises clean and free of all garbage or refuse and to prevent any refuse or garbage from being windblown. Tenant shall dispose of all garbage and refuse regularly and in a reasonable manner in the receptacles provided in front of the main house along Route 4. In the event that Tenant has any extraordinary refuse or garbage removal needs Tenants may call a waste services company for removal at Tenant's sole expense. In the event that, in the sole opinion of Landlord, the leased Premises are not being kept adequately free of extraordinary garbage and refuse, then Landlord may, in addition to any other remedies hereunder, without notice to Tenant arrange for the removal of such refuse or debris at Tenant's sole expense.
14. **PETS:** Except for service animals or approved support animals for persons with disabilities, **no pets are allowed (even temporarily) anywhere in or about the Premises without prior written authorization from Landlord.** If pets are authorized, Tenant shall take exceptional means to maintain the interior and exterior of the Premises with regards to their pets. This also means taking all necessary steps to keep said animals under control and safe to others as well as themselves. All pet feces **must be** picked up from the outside yard on a weekly basis, at least, to allow for proper lawn care. If this is not done Landlord will charge Tenant the cost of each pickup. If the pet is one that destroys the lawn, i.e. digging, Tenant agrees to refill and repair the lawn. Tenant shall cooperate in good faith with other tenants in the building regarding the lawn care schedule to limit the amount of feces in the yard prior to mowing. Tenant agrees and understands that Landlord has the right to revoke permission to keep any and all pets should any of Tenant's pets cause this Lease Agreement to be breached.
15. **TENANT OBLIGATIONS:** Tenant shall not create or contribute to the noncompliance of the apartment with applicable provisions of building, housing, or health regulations. Nor shall Tenant do anything in or about the Premises which might cause a safety or health risk or might increase the insurance premiums on the building. Tenant shall not disable, modify or tamper with any equipment or appliance provided by Landlord, including, but not limited to, smoke detectors, carbon monoxide detectors, fire extinguishers, stoves or refrigerators. Tenant shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of Landlord. At the end of the term of this lease, Tenant agrees to return all keys to the apartment to Landlord. Landlord may charge Tenant \$50.00 if the key(s) are not returned to Landlord or if the lock and keys must be replaced by Landlord. Two keys have been provided to Tenant.
- Tenant shall conduct themselves and require other persons in the Premises with Tenant's consent to conduct themselves in a manner that will not disturb other tenants' peaceful enjoyment of the Premises. Tenant shall not participate in or permit others to participate in any illegal activity. Tenant agrees to do nothing that will disturb their neighbors.
- Tenant shall not deliberately or negligently destroy, deface, damage, or remove any part of the Premises or its fixtures, mechanical systems, or furnishings or deliberately or negligently permit any person to do so.
- If Tenant acts in violation of this Lease Agreement and it is necessary for Landlord to retain an attorney or other professional to secure Landlord's rights and remedies, Landlord shall be entitled to recover from Tenant reasonable attorneys' fees and costs so incurred, together with any damages, costs, and expenses. Furthermore, said violation shall be grounds for termination of the Lease Agreement and commencement of an action for eviction.
16. **REPAIRS & MAINTENANCE:** Landlord shall be responsible for all major repairs and maintenance with respect to the Premises except such repairs and maintenance as are caused by the negligent or deliberate act or omission of Tenant or a person on the Premises with Tenant's consent. Those repairs and maintenance which are the responsibility of Tenant shall be performed by a contractor approved by the Landlord immediately upon demand of Landlord.
- Whether those repairs and maintenance which are the responsibility of the Tenant are performed by Tenant or Landlord, the cost of such repairs and maintenance shall be paid by Tenant forthwith as additional rent. Tenant should report the need for any repairs in writing immediately to Landlord. **Please note that Tenant is responsible for general maintenance and upkeep, but should an issue arise that will cost over One Hundred**

and Fifty U.S. Dollars (\$150), Landlord then assumes responsibility providing the issue is not a direct result of Tenant's misuse or neglect. For Example: If the toilet or the bathtub is clogged, it is Tenant's responsibility to plunge and call the landlord. Tenant agrees that all plumbing in the unit is currently clean and in working order. Should the plumbing fail due to old age or other unforeseen issues, Landlord must be made aware immediately to avoid any issues and to discuss repairs with repair service.

17. **SNOW REMOVAL AND LAWN MOWING:** The plowing of snow from all driveways and unobstructed parking areas surrounding the leased Premises shall be at the sole expense of Landlord. Tenant shall keep clear, maintain safely and control all snow and ice on all walkways, steps and decks serving the leased Premises and other areas not readily accessible to plows, including outside the stairs and in the driveway behind their cars. Further, Tenant shall keep and maintain said areas in accordance with all Town or Village of Woodstock ordinances and rules. The mowing of the lawn and lawn maintenance shall be at the sole expense of Landlord.
18. **WAIVER:** A waiver by Landlord of any default on the part of Tenant shall not be considered or treated as a waiver of any subsequent or other default. Any waiver by the Landlord must be in writing to be effective.
19. **ACCESS:** Landlord may enter the apartment with Tenant's consent, which consent cannot be unreasonably withheld. Landlord may enter the apartment for the following purposes between the hours of 9:00 am and 9:00 pm but on not less than 48 hours' notice:
 - a. when necessary to inspect the Premises;
 - b. to make necessary or agreed repairs, alterations or improvements;
 - c. to supply agreed services;
 - d. to speak with Tenant, workers, or contractors;
 - e. to show the apartment to prospective tenants, buyers or workers.Landlord may only enter the apartment without consent or notice when Landlord has reasonable belief that there is imminent danger to any person or to property.
20. **HOLD HARMLESS:** Landlord shall not be liable for and Tenant shall jointly and severally indemnify, defend, pay for Landlord's attorneys' fees, and hold Landlord harmless from injury or damage to persons or property occurring on or about the leased Premises, unless caused by or resulting from the negligence of Landlord or any of Landlord's agents, servants, or employees. Tenant shall further indemnify, defend, pay for Landlord's attorneys' fees and hold Landlord harmless from all suits, injury or damage to persons or property occurring on or about the property at 1135 West Woodstock Road, Woodstock, VT 05091 as a result of Tenant's performance of snow removal and use of any equipment provided by Landlord and for any violation by Tenant or any invitee of Tenant of the terms of this Lease Agreement including, but not limited to, any violation by the Tenant of any clause prohibiting any action or omission of Tenant set forth herein.

Tenant hereby jointly and severally indemnifies and holds Landlord harmless of and from all suits, damages and causes of action, including attorneys' fees, which may be incurred by Landlord as a result of a breach of any representation, warranty, covenant or agreement contained herein through Tenant's lease of the Premises, whether such breach shall be as a result of any act or omission of Tenant or any invitee of Tenant.
21. **INSURANCE:** Landlord has insurance on the leased Premises. However, this insurance does not cover Tenant's personal belongings. Renter's insurance or "content of apartment" insurance is strongly recommended by Landlord. Such insurance is inexpensive and usually covers vandalism, theft, and fire and water damage. The Landlord encourages you to shop around for a policy that suits your budget and your needs as terms and premiums may vary.
22. **TIME:** Time is of the ESSENCE with respect hereto. It is understood and agreed that time and strict performance of all of the terms herein, by Tenant to be performed and reserved, shall be of the essence.
23. **a. NOTICE IN GENERAL:** Written notice from Landlord to Tenant shall be deemed to have been properly given if mailed by registered or certified mail, return receipt requested, to Tenant at the address of the Premises, or if delivered or left in or on any part of the Premises.

For all purposes, written notice from Tenant to Landlord shall be deemed to have been properly given if mailed by certified mail, return receipt requested, to Landlord at 1135 West Woodstock Road, Woodstock, VT 05091 or to such other address as Landlord shall specify by written notice to Tenant.

b. NOTICE OF PROBLEMS: Tenant agrees that all smoke detectors, carbon monoxide detectors and fire extinguishers are in good repair and are in working condition as of the date Tenant signs this lease. **Tenant must notify Landlord immediately upon discovery of any leaks, defects, or problems with the leased Premises whatsoever, including, but not limited to, such problems with any safety equipment such as smoke detectors, fire extinguishers or carbon monoxide detectors or any equipment or appliance that may cause damage to the leased Premises or to any occupant thereof.** Tenant agrees to replace any non-working smoke detector or fire extinguisher at Landlord's expense in the event that Landlord does not replace the faulty smoke detector or fire extinguisher within five (5) business days of notification by Tenant to Landlord that the particular unit is faulty. Tenant also agrees to refrain from tampering with any appliance or piece of equipment in the leased Premises including, but not limited to, smoke detectors, carbon monoxide detectors, sprinkler system, sprinkler head, fire extinguishers, stoves washers, dryers, furnaces hot water heaters or refrigerators.

Tenant further agrees to notify the following agencies immediately in the event of any problem related to the leased Premises that may endanger property, cause injury to persons or endanger human life:

Woodstock Police Department:	For Emergencies:	911
	For all other purposes:	802 457 1420
Woodstock Fire Department:	For Emergencies:	911
	For other purposes:	802 457 2337

24. TENANT PARKING:

1 vehicle per dwelling unit is allowed to be parked in an appropriate parking space on the property. Any other vehicles must be parked on the street.

25. CASUALTY DAMAGE: If the leased Premises, or any part thereof, shall be damaged by fire or other casualty not due to the Tenant's negligent or willful act or that of the agent or invitee of Tenant, the Premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and to the extent that, the leased Premises may have been uninhabitable. But, if the leased Premises should be damaged other than by Tenant's negligent or willful act or that of an agent or invitee of Tenant, to the extent that Landlord should decide not to rebuild or repair, Landlord shall give statutory notice, the term of this lease shall terminate and the rent shall be pro-rated up to the date of termination.

26. JOINT & SEVERAL LIABILITY: All of the tenants hereunder are jointly and severally liable for the performance of all of the obligations hereunder.

27. PARTIAL INVALIDITY: If any term, provision or sentence of this Lease Agreement is held invalid or unenforceable, said invalidity shall not affect the remaining provisions of this Lease Agreement which remain valid and enforceable to the fullest extent.

28. PARTIES: Parties are prohibited on the leased Premises. A Party is defined as any gathering on or about the leased Premises comprised of more than double the number of Tenants set forth in this Lease Agreement. Kegs of beer in the leased Premises are prohibited. Loud music or noise which disturbs the neighbors in the building or in the neighborhood is prohibited. Any party must be approved in advance in writing by Landlord. If the prohibition of parties or kegs is violated, in addition to any other remedies provided in this Lease Agreement, it shall be grounds for eviction and permanently vacating the Premises upon 30 days' advanced notice.

29. LEAD PAINT LAWS: There are both Federal and State of Vermont laws dealing with lead paint hazards in older buildings. If there are children under the age of 7 years residing in or visiting the Premises, please be aware that there is a possibility that there was lead paint used in these Premises and proper education and supervision should be employed. Please contact the Vermont Department of Health if you have questions on this subject. Landlord's responsibility is to maintain the property in prescribed ways to minimize that hazard. Tenant's

responsibility is to notify Landlord in writing if they notice any flaking or missing paint so that area may be examined.

30. **EXTERIOR OF PREMISES:** There will be no personal belongings or debris left on the porches or grounds of this building (including bicycles locked to porch railings). Exception: Lawn furniture or grill. There will be no hanging or posting of signs, banners or art on the exterior of the building or displayed in a window or anywhere where it can be seen from the street. In the event of violation of this provision, in addition to any other remedies provided in this Lease Agreement, Landlord may remove any banner or personal belongings at the expense of Tenant and without notice to Tenant.

31. **REQUIRED/PROHIBITED ACTIONS:** The following is a list of actions or inactions that, in addition to the violation of any other material term of this Lease Agreement (unless applicable law provides otherwise), will be grounds for eviction if violated by Tenant:

- a. The Premises are designated as **non-smoking and smoking, including the use of vaping systems and electronic cigarettes (e-cigarettes), is prohibited in the interior of the leased Premises.** Any smoking shall take place outside with all smoking debris (butts, etc.) picked up and properly disposed of.
- b. Tenant shall never use un-contained candles or any source of open flame in the Premises. Tenant shall not store any flammable or otherwise hazardous material anywhere on the Premises.
- c. Tenant shall, at all times, maintain a heating thermostat setting of at least 50° F in the Premises to prevent freezing of water pipes and equipment regardless of whether Tenant or Landlord supplies the heat.
- d. Tenant shall not tamper with any equipment or appliance provided by Landlord, including, but not limited to smoke detectors, carbon monoxide detectors or fire extinguishers.
- e. Tenant shall not place any barbecue grill or other cooking device on any porch or entrance to the Premises. Please also note that any grills or BBQing must be done at least five feet (5') away from the building.
- f. Tenant shall park only in areas designated by Landlord. Tenant parking during the plowing season shall accommodate efficient snow plowing—locations for parking will be provided.
- g. Tenant shall not have any Parties, as that term is defined herein.
- h. There shall be no consumption of alcohol on the Premises by those not of legal age to drink.
- i. There shall be no illegal drugs allowed on the Premises.
- j. Costs to repair damage resulting from the violation by Tenant or any invitee of Tenant of this Section 29 or any other provision of this Lease Agreement shall be the sole financial responsibility of the Tenant.

32. **CLEANING EXPENSES:** Upon termination of this Lease Agreement, the property will be inspected for damage and misuse. At the Tenant's expense all carpets must be cleaned and shampooed and all walls must be washed and taken back to original color unless otherwise determined by Landlord. Any extra trash that is involved with the moving out process needs to be properly disposed of by Tenant.

33. **INTERPRETATION PRESUMPTION:** This Lease Agreement has been negotiated by the parties hereto. The parties represent and warrant to one another that each has individually, or through legal counsel, actively participated in the finalization of this Lease Agreement, and in the event of a dispute concerning the interpretation of this Lease Agreement, each of the parties hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

34. **WAIVER OF JURY TRIAL:** TO THE EXTENT ALLOWED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO INTERPRET OR ENFORCE THIS AGREEMENT. This waiver shall not apply to any future litigation between the parties relating to any other matter.

35. **COUNTERPARTS:** This Lease Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. Landlord and Tenant hereby agree that signatures transmitted by facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Lease Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease Agreement based on the foregoing forms of signature.

Dated at Woodstock, Vermont, this 3rd day of September, 2023.



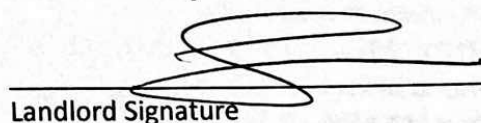
Tenant Signature

Tenant Printed Name: BENJAMIN JOHNSON

Email: BEN.NR. JOHNSON@GMAIL.COM

Cell/Contact Phone Number: +1 510 207 0460

Dated at Woodstock, Vermont, this 1st day of September, 2023.



Landlord Signature

Landlord Printed Name: Tesha Buss

Email: teshabuss@gmail.com

Cell/Contact Phone Number: 802-245-4746

June 9, 2023

Ben Johnson

ben@nuvustudio.org

Re: Offer of Employment

Dear Ben,

Congratulations! We at NuVu are pleased to offer you the position of NuVuX Design Education Fellow at our partner school, Woodstock Union High School, Woodstock, VT. We hope you will enjoy your role and make a significant contribution to the success of NuVu. We are delighted to make you the following job offer.

Commencement Date

Your employment will commence on July 1, 2023 and end on June 30, 2024.

Location

For the 2023-24 academic year you will be based at Woodstock Union High School, in Woodstock, VT

Salary and Benefits

Your base salary rate will be \$6300 per month (for an annualized salary rate of \$75,600), less all applicable federal, state, and local taxes and withholdings, to be paid monthly (the last Friday of every month), via *Gusto*, our online payroll system. Such base salary may be adjusted from time to time in accordance with normal business practices and in the sole discretion of NuVu.

You are being hired as an exempt, at-will employee. This means that you will be paid on a salaried, not hourly basis, and are exempt from overtime requirements under the Federal Fair Labor Standards Act and applicable Massachusetts law. As an at-will employee (described further below), you and NuVu are free to end the employment relationship at any time, for any reason or no reason.

You will be entitled to participate in the bonus and benefit programs that NuVu establishes and makes available to its employees from time to time, once you meet the eligibility requirements set forth under the governing documents of the various plans, or other criteria of the various programs. Benefits offered to employees include participation in group medical, dental, and vision insurance, the NuVu 401k retirement savings program, and NuVu paid time off (PTO) policies (described briefly, below). The benefits made available by NuVu, and the rules, terms, and conditions for participation in such benefit plans and programs may be changed by NuVu at any time and from time to time without advance notice.

Moving Stipend

Due to the extent of your relocation to Woodstock, VT, NuVu will provide you with a moving stipend in the amount of \$7000. This amount will be included in your July payroll.

Benefits Breakdown

Medical & Dental Coverage

For staff electing to enroll in NuVu's comprehensive plan, enrollment in health benefits begins on the first day of employment. NuVu does not require a probationary period prior to insurance enrollment.

- NuVu contributes 80% of monthly premiums with individual staff responsible for 20%. NuVu will contribute 40% of the cost of dependents, with staff responsible for 60% of the dependent monthly premium. Contributions are deducted from employee monthly net (pre-tax) pay.

Vision Coverage

- NuVu offers vision insurance through VSP for all full-time staff. NuVu contributes 100% of the monthly premium for staff members only.

401k Retirement Savings Plan

- We offer our 401(k) plan through Guideline. Staff receives an email invitation to onboard as soon as their onboarding process is complete

Paid Time Off (PTO)

Your paid time off (PTO) will be determined by both the academic schedules of NuVu and Woodstock Union High School up to a total of 6 weeks per year. These weeks will be shared with you at the start of each academic year. If you would like to schedule PTO or unpaid time off for a time that does not correspond to NuVu or Woodstock Union High School academic holidays and breaks, requests must be made to NuVu's leadership team for approval four weeks in advance. No PTO shall carry over from one academic year to any subsequent academic year.

Laptop Requirement

As a NuVu employee, a laptop computer is required. If you do not currently own a laptop, NuVu will purchase one for both your professional and personal use which will remain the property of NuVu and will be returned at the completion of your contract or employment.

Intellectual Property

You agree NuVu owns all intellectual property developed by you in the scope of your employment with NuVu or through an effort that makes significant use of NuVu resources. You must cooperate fully with NuVu and will execute all documentation necessary to assign ownership and, if necessary, to secure the protection of this intellectual property. NuVu construes the use of its studio, classroom, office space, library resources, personal workstations, or personal computers or other

NuVu facilities as constituting significant use of NuVu resources. Significant use of NuVu resources also includes but is not limited to: Use of grants and other funding; use of funding allocated for asynchronous or distance learning programs; use of NuVu-paid time within the employment period; assistance of support staff; use of telecommunication services; use of NuVu computing resources; use of instructional design or media production services; access to and use of research equipment and facilities, or production facilities. Intellectual property includes all creations of the mind or intellect, the ownership of which is recognized and protected by law, including, without limitation, any patentable invention, tangible research property, copyrightable subject matter, trademarks, trade secrets, works of art, and inventions or creations that might normally be developed on a proprietary basis.

Hours of Work

As an exempt salaried employee, your working hours will correspond to the working hours of Woodstock Union High School, with a lunch break corresponding to Woodstock Union High School's lunch hour. From time to time you will be required to work reasonable additional hours or after hours when necessary to perform your duties, such as attending Parents' Evenings, Demo Days, or other school events, and you will not be eligible for overtime compensation.

At-Will Employment

If you accept NuVu's offer of employment, your employment with NuVu will be on an "at-will" basis, meaning that either you or NuVu may terminate the employment relationship at any time, for any reason, with or without cause and with or without notice. Although your job duties, title, compensation, and benefits, as well as NuVu's personnel policies and procedures, may change from time to time, the "at-will" nature of your employment may only be changed by a written agreement signed by you and the Chief Executive Officer of NuVu, which expressly states the intention to modify the at-will nature of your employment.

Other Matters

You represent that any employment contract does not bind you, restrictive covenant or other restriction preventing you from entering into employment with or carrying out your responsibilities for NuVu, or which is in any way inconsistent with the terms of this letter. Please note that this offer letter is your formal offer of employment and supersedes any and all prior or contemporaneous agreements, discussions, and understandings, whether written or oral, relating to the subject matter of this letter or your employment with NuVu. This contract is governed by the laws of the Commonwealth of Massachusetts.

Proof of Legal Right to Work.

For purposes of federal immigration law, you will be required to provide NuVu with documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to NuVu within three (3) business days of your date of hire, or our employment relationship with you may be terminated. You may need to obtain a work visa in order to be eligible to work in the United States. If that is the case, your employment with NuVu will be conditioned upon your obtaining a work visa in a timely manner as determined by NuVu.

Welcome and Acceptance

We would like to take this opportunity to welcome you to our NuVu team and wish you a rewarding time with NuVu and our team.

Please sign the enclosed copy of this letter and return it to me by 5pm, June 12, 2023, to accept the terms and conditions of this contract.

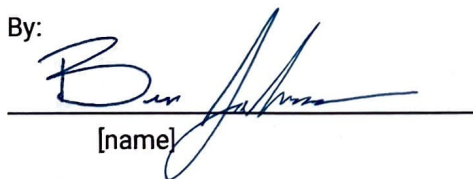
Yours sincerely,



Karen Sutton
Director of Operations
NuVu Studio

The foregoing correctly sets forth the terms of my at-will employment by NuVu.

By:


[name]

Date:

06.12.2023