

**PENDEXTER PROPERTY MANAGEMENT**  
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Durham, NH 03824  
603-868-5738

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**RENTAL LEASE**

THIS LEASE made this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, by and between Henderson Family Properties, LLC and/or its AGENT, Pendexter Property Management, LLC Durham, County of Strafford, and State of New Hampshire (hereinafter called Lessor) and

First Name	M.I.	Last Name	Email
_____	_____	_____	_____
First Name	M.I.	<b>SAMPLE ONLY</b>	Email
_____	_____		_____
First Name	M.I.	Last Name	Email
_____	_____	_____	_____

(hereinafter called Lessees).

WITNESSETH

THAT Lessor, in consideration of the rents and covenants hereinafter set forth to be paid and performed by Lessees, do hereby demise, lease, and let to said Lessees, and Lessees do hereby hire and let from Lessor, the following described premises known as:

\_\_\_\_\_ to be occupied as a private residence and for no other purpose.

The term of the Lease shall be from June 1, 2006, to 1 PM (EST) the 21st of May 2007.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

(1) That rent payments will be paid in three installments for the lease period as follows:

(A) First Payment of \_\_\_\_\_ is due on May 1<sup>st</sup>, 2006 (Summer)

(B) Second Payment of \_\_\_\_\_ is due on August 1<sup>st</sup>, 2006 (Fall Semester)

(C) Third Payment of \_\_\_\_\_ is due on December 1<sup>st</sup>, 2006 (Spring Semester)

**\*\*\* Payment Addendum for FINANCIAL AID or other pre-approved payment schedule must be negotiated and signed prior to or at the time of signing Rental Lease\*\*\*\*\***

(1a) All scheduled rent payments must be received by the above dates with no exceptions. A \$20 a day service charge will be applied for each day thereafter. A letter of eviction will follow any rent that is not received in FULL by the 10<sup>th</sup> day of the prescribed month.

(1b) It shall be understood and agreed that Tenant(s) shall be jointly and severally liable for the performance of all conditions contained herein including the payment of rent.

(2) That the Lessees agree to pay at the execution of this lease the amount of:

(\$ \_\_\_\_\_) \_\_\_\_\_ & 00/100 Dollars as a security / damage deposit. This deposit will be returned to the Tenant(s) within 30 days of termination, providing after an inspection of the conditions of the premises, all is in satisfactory order and repair as determined by the Lessor. A maintenance fee will be charged at a rate of no less than \$35/hr. for necessary repairs, cleaning, or painting. Fuel oil surcharges may also be deducted (see clause 32). Application deposit as "Earnest Money" will be transferred to this lease, as a Security Deposit, upon commencement of lease term. Security Deposits are deposited at Ocean National Bank, Durham, NH, in the Pendexter Property Management Escrow account.

(3) The Lessees further covenant and agree as follows:

(a) To comply with any regulations now or hereafter to be made and posted on said premises relating to the use of said building for the general convenience and comfort of the tenants;

(b) To keep said premises in as good condition as they now are or may be put by Lessor (ordinary wear resulting from careful usage, and damage by the elements without fault on part of the Lessees alone excepted) and to maintain and clean condition of said premises, and appliances, it being agreed that the premises, appliances, plumbing, and glass are now in good repair; (Within 5 calendar days after moving in, Lessees will deliver written notice of any discrepancies to Lessor --otherwise assumed to be in good repair) The Lessor is not required to make any alterations to the apartment and all upgrades (i.e. painting) is at the Lessors' sole discretion. Lessor will keep in good repair the plumbing, heating, and electrical systems. Lessor may, at Lessee's cost, make all repairs and replacements whenever the needs results from Lessee's negligence, recklessness, illegal activities, and/or violations of the provisions of this Lease. Lessor's costs in making these repairs shall be payable by Lessee as additional rent under the Lease;

(c) To drive no nails or screws or their equivalent unreasonably into, nor otherwise to mar, deface, or alter the walls, ceilings, woodwork, or floors of said premises, or any other part of the leased premises. No painting to be done without

**LESSEE INITIALS:** \_\_\_\_\_

written permission of the Lessor;

(d) To permit no offensive noises or odors nor other nuisance whatever on said premises to the disturbance of other tenants or neighbors. Residents at all times during the lease term shall conduct themselves, and require other persons on the premises with Lessee's consent (all guests), as well as family, and affiliates to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of peace. It is understood that Lessees or guests will not be allowed to smoke in the apartment or common areas at any time. Lessor reserves the right to charge for reimbursement of services incurred as the result of lease violations / infractions and for any police intervention;

(e) To comply in all respects with any policy of insurance now on or covering said premises, or contents, or which may hereafter be put on the same, nor permit anything to be done at or within said leased premises which shall increase the current rate of insurance thereon or on property kept therein;

(4) Only those Lessees named in this lease are to occupy the residence. To not sell or assign this lease or sublet the said premises, or any part thereof, without first obtaining the consent of the Lessor. Lessees are completely responsible for their own subletors and all terms of this Rental Lease. Subletors must read Rental Lease and abide by it. Additional occupants not named on lease will cause the Lessees to be subject to termination of lease and immediate eviction;

(5) To permit the occupancy of said premises by none other than the Lessees and occasional guests. Guests of Lessees may not spend more that 2 consecutive nights without written permission of the Lessor.

(6) That Lessor shall not be liable for any personal property damaged by failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting, leaking, or running of any cistern, tank wash stand, water closet, or waste pipe, in, above, on, or about said building or premises, nor for damage occasioned by water, snow, or ice being on or coming through the roof, skylight, trap door, or otherwise, nor for any damage arising from acts or negligence of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property. That the tenants are liable for any damage to the said premises and/or their own property caused by their own or their guests intentional acts or negligence. Tenants are advised to obtain their own Renter's Insurance to insure protection of their property;

(7) To make no structural alterations in said apartment, and that Lessees shall be responsible for damages of any nature done to any part of the premises or the building of which they are a part, caused directly or indirectly by Lessees, their invitees, agents, or contractors;

(8) To protect and save Lessor harmless from all claims, demands, actions, illegal action and causes of action by or for any person, arising from or connected with the acts, illegal acts, possession of illegal contraband or omissions of Lessees, members of their household, other occupants of the leased premises, their invitees, agents, or contractors. Illegal activity and/or possession of illegal substances or contraband are grounds for eviction;

(9) To prevent any air conditioning unit or other appliance or apparatus from projecting from any window on said premises beyond the face of the building, and to refrain from using any portable heating unit. All candles must be in a fireproof container. No halogen lights. No light bulbs over 60 watts;

(10) To refrain from cluttering, obstructing, or defacing the halls, passageways, or vestibules of said building. This to include the grounds about said building. Removal and disposal of trash and recycling is the responsibility of the Lessee. The fine for improperly disposed of trash will be no less than \$35.00 per incident;

(11) To park only \_\_\_\_\_ registered and operable vehicles in designated areas and to permit the parking of no commercial vehicles, oversize trucks, construction vehicles, boats, or recreational vehicles. Parking permits are granted for Lessee/s only and at the Lessor's discretion; Permits may be revoked at Lessor's discretion.

(12) To not waste or permit or suffer the waste of water and/or heat supplied to said premises;

(13) To furnish and be solely responsible for expenses for electricity, cable, and telephone, and to insure that heat is kept no lower than 45 degrees so water and sewer pipes will not freeze. Lessor shall provide Water and Sewer. \*Lessor shall be responsible for Heat, and Hot Water (see also \*clause 32). During the period from November 1<sup>st</sup> to April 1<sup>st</sup> all storm windows and inside windows must be closed to enhance insulation and safety of plumbing. Failure to abide by this condition will cause the Tenant(s) to be assessed a service charge of \$20 a day for each breach of this condition.

(14) To keep and maintain in good, clean order, all utilities and appliances furnished by Lessor;

(15) To peaceably deliver at the end of the term herein provided to Lessor, their heirs, successors, or assigns, the leased premises and all erections and additions made to or upon the same, and all keys thereto without demand or notice. Occupancy after 5:01 PM at the end of the term herein will be at the cost of \$100.00 per tenant for 24 hours of occupancy.

(16) Snow plowing done by Lessors; sanding and/or salting done by Lessors. Lessees responsible for shoveling out their own cars. Lawn care done by Lessors.

(17) Provided also, and this lease is upon the condition that if Lessees shall neglect or fail to perform or observe any of the covenants contained herein and on the part of said Lessees to be performed and observed, or if a petition under any bankruptcy law of the United States is filed by or against the Lessee, or if any assignment of Lessee's property shall be made for the benefit of creditors then and in any of said events, Lessor may immediately or at anytime thereafter, and without demand or notice, enter into or upon the said premises and repossess the same as their former estate, and expel Lessees and those claiming through or under Lessees, and remove the effects of Lessee without being deemed guilty of any manner of trespass and without prejudice to any other remedies of Lessor, and upon entry as aforesaid, this lease shall determine; provided, however, that the covenant, agreement, and obligation of Lessee to pay rent hereinabove provided shall remain in full force and effect diminished only by and to the extent of the rent received by Lessor for the demised premises during the remainder of the term of the lease as aforesaid.

(18) If the premises are destroyed by fire or other unavoidable causes, or are so damaged thereby as to render them unfit for occupancy, this lease may be terminated at the option of either party. If the premises are not so damaged thereby as to render them unfit for occupancy, a reasonable portion of the rent herein provided shall be abated until such premises are repaired. If all or part of the building in which said premises are located are taken for any purpose by government action, this lease may be terminated by Lessor, and Lessees assigns to Lessor all claims for damages or compensation as a result of such taking.

**LESSEE INITIALS:** \_\_\_\_\_

(19) No waiver of any covenant or agreement herein contained shall be or shall be deemed to be a waiver of that or any other covenant or agreement upon any other occasion. Time shall be of the essence of this lease. The provisions of this lease shall bind and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns.

(20) If Lessor is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding instituted by reason of any default of Lessees hereunder, including collection fees, the sum or sums so paid by Lessor with all interest, costs, and damages, shall be deemed to be additional rent hereunder, and shall be due from the Lessees to the Lessor. Lessor reserves the right to report and disclose information to credit bureaus and credit agencies.

(21) It is agreed that there are 5 pages to this lease, excluding Addendums and "Application for Rental".

(22) It is agreed that Lessees' "Application For Rental" is made a part of this lease. Lessees to abide by all notifications, written or posted, made to Lessees by Lessor or management.

(23) It is understood by Lessees that no "Keg Parties", "Drinking Board Games", any form of drinking games, or other large, or noisy gatherings are allowed on premises/property at any time. The apartment has a social occupancy limit of 6 persons, to include Lessees. Lessor reserves the right to charge Lessees for costs incurred as a result of lease violations / infractions by the Lessees. An administration charge of \$35.00 per hour will be assessed for all and any office time /administrative services resulting from incidents to include but not limited to any large gatherings, loud noise, or police activity of any kind. All legal fees incurred by the Lessor relating to said incidents shall be reimbursed by the Lessee. All interest, costs, and damages, shall be deemed to be additional rent hereunder, and shall be due from the Lessees to the Lessor. Payment of related charges does not preclude Lessee from eviction.

(24) It is agreed that Lessor or authorized agent is allowed to enter at all reasonable times upon the premises for purposes of inspection, repair, and showing of premises to potential tenants for the next lease period. Lessee must provide Lessor with a valid contact phone number.

(25) It is agreed that tenants who will be having a waterbed or fish tanks in their apartment will need to notify Lessor prior to installation of such waterbed or fish tank and shall purchase waterbed or appropriate insurance at the tenant's expense.

(26) Lessee will be responsible for having all apartment carpet professionally cleaned at the end of their lease at Lessee's expense (receipt required). It is also understood that Lessees will be responsible for keeping the storm windows closed in winter months.

(27) Each Lessee will be provided a key to their apartment at the beginning of their lease and will be responsible for returning that key to the Lessor at the end of the lease

(28) It is agreed that no pets are allowed at anytime. This prohibition of pets includes, but is not limited to; pets of guests, strays, or temporary pet sitting. If any pet is found on the premises it must be removed immediately and there will be a charge of \$250.00 as additional rent, each time a pet is found in the building.

(29) Lessor is authorized to contact and provide Lessee/s parent / guardian with any information Lessor deems necessary. Lessee authorizes Lessor to disclose name, address and phone number to public officials, utility companies, contractors / professionals that provide services, and to financial institutions.

(30) Use of fireplaces, woodstoves, or chimneys is forbidden. No grills, barbeques, cookers, fire pits, fireworks or bonfires allowed on the premises / grounds of property.

(31) Any fines or legal actions brought against the Landlord and this property as a result of the actions or conduct of the Lessee by the Town of Durham or any other legal authority will be charged as additional rent to the Lessee. All legal expenses related to these actions will be paid for by the Lessee.

\* (32) FUEL OIL SURCHARGE: A "fuel oil surcharge" will be applied to all tenants equally throughout the building if the price of the Lessor's bulk fuel oil exceeds \$ (to be determined) per gallon. The total added cost of fuel above \$ (to be determined) per gallon, over the lease period, will be deducted from the security deposit as additional rent. The "fuel oil surcharge" will be deemed "additional rent".

\* Pertains to apartments in which heat is supplied by Lessor

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LESSEE #1	Date	LANDLORD /OR ITS REPRESENTATIVE	Date
SPECIMEN COPY ONLY			
LESSEE #2	Date		
LESSEE #3	Date		

**LESSEE INITIALS:** \_\_\_\_\_

## WHEN MOVING OUT--KEEP IT CLEAN

## CALL AT LEAST 1 WEEK PRIOR TO MOVE-OUT TO SCHEDULE AN INSPECTION.

Lessor reserves the right to conduct the final inspection when the apartment is completely empty. Lessee should be present for move-out inspection, however if resident can not be available for the inspection, repair and cleaning charges will be at the Lessor's discretion.

## KITCHEN

1. Stove - clean burners, oven, top, sides, front ( S.O.S. or Brillo makes the job easier)
  - all grease and "stuff" cleaned off ( Easy Off works in oven and on the racks).
2. Refrigerator- clean freezer, drawers, main section, exterior cleaned, and racks or shelves
  - defrost; DO NOT use sharp objects to chip away at ice. ( A pan of hot water helps or defrost overnight)
  - clean; strong smelling cleaners should not be used in the refrigerator (baking soda leaves the refrigerator sweet smelling). -----The exterior may be cleaned with a non-scratching commercial cleaner; leave door open if electric has been shut off
  - the rubber seals on the door should also be wiped clean.
3. Sink, Countertops, and Back Splash - scrubbed.
4. Cupboards/Cabinets - emptied & washed or dusted out as necessary.
  - fingerprints, food particles, smudges, grease and drips should be washed off exterior.
5. Floor - swept & washed clean. ( A small amount of Dish Washing Detergent in bucket of warm water cleans well or Murphy's Oil Soap for any wood floors)

## BATHROOM

1. Toilet - scrubbed inside and out.
2. Sink, Faucets, and Mirrors - washed clean.
3. Vanity- Empty then clean inside and out.
4. Shower and/or Tub - walls and tub washed clean; all film and mold removed.
  - Using Shower Clean on a regular basis all year will make cleaning much easier
  - Use a scrub brush for buildup. (Scrubbing with Shower Clean or some other brand name non-abrasive bathroom cleaner with bleach ingredients, will work best)
5. Floor - swept & washed clean.

## ALL OTHER ROOMS

1. All furniture & belongings removed.
2. Windows - cleaned, moldings dusted, washed if necessary.
3. Floors - swept & damp mopped.
4. Doors, Door frames, Latches, Knobs, Light switch plates - washed, marks removed.
5. Closets - emptied and dusted out.
6. Stairs - cleaned & damp mopped.
7. Cobwebs - removed.
8. Carpet (if any) - professionally cleaned / present receipt during move-out inspection.
9. Walls- clean markings off using a mild kitchen spray cleaner (spray on cloth then wipe gently)

OVERALL, THE APARTMENT SHOULD BE CLEAN

## TENANT RESPONSIBILITIES &amp; GENERAL INFORMATION

LAUNDRY FACILITIES ARE LOCATED AT 5 MAIN ST. AND 18 WOODMAN RD.

RESIDENTS ARE RESPONSIBLE FOR DISPOSAL OF THEIR OWN TRASH AND RECYCLING.

NO SMOKING IN ANY APARTMENT OR COMMON AREA AT ANY TIME.

NO PETS ALLOWED IN ANY BUILDING AT ANY TIME.

USE OF BASEMENT PROHIBITED. KEEP OFF THE ROOF.

PARKING IS NOT Guaranteed. ONLY RESIDENTS ARE ELIGIBLE FOR PERMITS. NO GUEST PARKING. (never park in a fire lane or block a dumpster).

TENANTS MUST MOVE CARS TO ACCOMMODATE SNOW PLOWS. TENANTS ARE RESPONSIBLE FOR SHOVELING OUT THEIR OWN CARS.

ALL MAINTENANCE REQUESTS SHOULD BE DIRECTED TO THE OFFICE AT (603)868-5738 or after hours at (603)966-6820 PLEASE CALL AS SOON AS POSSIBLE IF A LEAK OCCURS. NEVER FLUSH TAMPONS DOWN THE TOILET.

IT IS RECOMMENDED THAT TENANTS BUY RENTER'S AND VEHICLE INSURANCE.

CHECKS THAT ARE DISHONORED BY THE BANK (i.e. NSF/ BOUNCED CHECKS) will be charged ADDITIONAL FEE OF \$25.00 WILL BE CHARGED. MONEY ORDERS WILL THEN BE REQUIRED FOR ALL FUTURE PAYMENTS.

LEASES MAY BE ASSIGNED AT LESSOR'S SOLE DISCRETION UPON SALE OF PROPERTY OR CHANGE IN MANAGEMENT.

REMEMBER TO CALL THE OFFICE AT LEAST ONE WEEK PRIOR TO MOVE-OUT TO SCHEDULE AN INSPECTION, RETURN KEYS, AND LEAVE A FORWARDING ADDRESS FOR SECURITY DEPOSIT.

SUBLETTING ALLOWED ONLY WITH THE EXPRESS APPROVAL OF PENDEXTER PROPERTY MANAGEMENT.

TENANTS ARE COMPLETELY RESPONSIBLE FOR THEIR OWN SUBLETTORS. SUBLETTORS MUST READ YOUR LEASE AND ABIDE BY IT. A COMPLETED, SIGNED SUBLETTOR AGREEMENT MUST BE SUBMITTED BY TENANT/S AT LEAST 1 WEEK PRIOR TO SUBLETTOR'S OCCUPANCY. EACH SUBLETTOR MUST COMPLETE AN APPLICATION TO BE SUBMITTED WITH SUBLETTOR AGREEMENT.

NO CHANGES TO PAYMENT TERMS / SCHEDULE (SEE PAGE 1) NOR FINANCIAL AID ADDENDUMS WILL BE NEGOCIATED AFTER JULY 1<sup>ST</sup>.

**LESSEE INITIALS:** \_\_\_\_\_