

Falcon Properties
Managed by
Pendexter Property Management
1 MAIN STREET, SUITE 16
DURHAM, NH 03824

(603) 868-5738

RENTAL LEASE

THIS LEASE made this _____ **DAY OF** _____, **2005**, by and between Falcon Properties of Durham, County of Strafford, and State of New Hampshire (hereinafter called Lessor) and

First Name _____ Middle Initial _____ Last Name _____

First Name _____ **SAMPLE ONLY** Last Name _____

First Name _____ Middle Initial _____ Last Name _____
(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, for a term of _____ **MONTHS** from and after the _____ **DAY OF** _____ **2005**, to **5 PM (EST)** the _____ **DAY OF** _____, **2006**.

(1) The Lessees do covenant and agree to pay to Lessor as rent for said premises the sum of: **(\$ _____*) _____ 00/100 DOLLARS*** in equal monthly payments of: **(\$ _____*) _____ 00/100 DOLLARS*** per month payable in advance on the 1st day of each month for and during the **full term of the lease**, even if you do not physically occupy the residence. The first such payment to be made on the **1ST day of** _____, **2006**.

***A \$50.00/MONTH (FIFTY DOLLARS PER MONTH) DISCOUNT IS ALLOWED WHEN RENT IS RECEIVED, IN FULL, NOT ANY LATER THAN 5:00 PM, LOCAL TIME, ON THE FIRST DAY OF EACH MONTH, NO EXCEPTION.**

(2) That the Lessees agree to pay at the execution of this lease the amount of: **(\$ _____) _____ & 00/100 Dollars** as a deposit for any damages done on the property during the term of the lease. The Lessor covenant and agree to return such part of the security deposit paid herewith as shall not be reasonably chargeable to Lessee's account for restoration of the premises at the end of the tenancy of Lessees. Application deposit as "Earnest Money" will be transferred to this lease, as a security deposit, upon occupancy.

(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;

LESSEE INITIALS: _____

(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 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 need for repairs 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 written permission of the Lessor;

(d) Only those Lessees named on the first page of 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 written consent of the Lessor. The number of occupants must not exceed the number of Lessees. Additional occupants not named on lease will cause the Lessees to be subject to termination of lease and immediate eviction;

(e) 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;

(f) 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;

(g) To permit the occupancy of said premises by none other than the Lessees and occasional guests;

(h) 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 neglects 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 intentional acts or negligence. Tenants are advised to obtain their own Renter's Insurance to insure protection of their property;

(i) 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;

(j) 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;

LESSEE INITIALS: _____

(k) 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, or light bulbs over 65 watts, no bon fires, burn piles, fire pits or use of fireplaces/woodstoves;

(l) 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;

(m) To park only two (2) 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 privileges granted for Lessee only and at the Lessor's discretion;

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

(o) To furnish and be solely responsible for expenses for electricity, cable, and telephone, and to insure that heat is kept up so water and sewer pipes will not freeze. Lessor pays for heat and hot water;

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

(q) 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 (EST) at the end of the term herein will be at the cost of \$150.00 per each 24 hours of occupancy;

(r) Snow plowing done by Lessors; sanding and/or salting done by Lessors. Lessees responsible for shoveling out their own cars. Mowing of lawn done by Lessors;

(5) 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.

(5) The Lessor covenant and agree that the Lessees shall peaceably hold and enjoy the said premises during the term of this lease, while Lessees are not in default hereunder, subject at all times to the other provisions of this lease.

(6) 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: _____

(7) 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.

(8) The Lessor will pay expenses in connection with sewer and water.

(9) 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.

(10) The Lessees agree that they shall be jointly and severally liable for performance of the conditions contained herein, including the payment of rent.

(11) It is agreed that there are 7 pages to this lease.

(12) It is agreed that Lessees "Application For Rental" are all a part of this lease.

(13) It is understood by Lessees that no "Keg Parties", "Drinking Board Games", or other large, or noisy gatherings are allowed on premises/property at any time. The apartment has a social occupancy limit of 8 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.

(14) 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.

(15) It is agreed that Lessees who have a waterbed must notify Lessor prior to the placement of such waterbed in the apartment. Lessee is required to purchase waterbed insurance and provide certificate of insurance to Lessor.

(16) It is agreed that parking is only available to Lessees with a parking permit issued by Lessor. A maximum of **two parking permits** will be issued per apartment for the use of Lessees only.

(17) It is agreed that Lessees will be responsible for having all apartment carpet professionally cleaned at the end of their lease at Lessee's expense (receipt required). Any burns, to include but not limited to, cigarette or iron burns, will necessitate the replacement of the entire carpet with similar quality carpet. Full carpet replacement costs for damaged carpet will be at the Lessee's expense. It is also understood that Lessees will be responsible for keeping the windows and storm windows closed in winter months.

(18) 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

(19) It is understood that the Lessee has (____) pet/s, described as (_____) which is under 40 pounds; and Lessee is responsible for any and all damages the pet/s may cause. Lessee is required to remove pet or to crate pet for inspections of apartment, for apartment

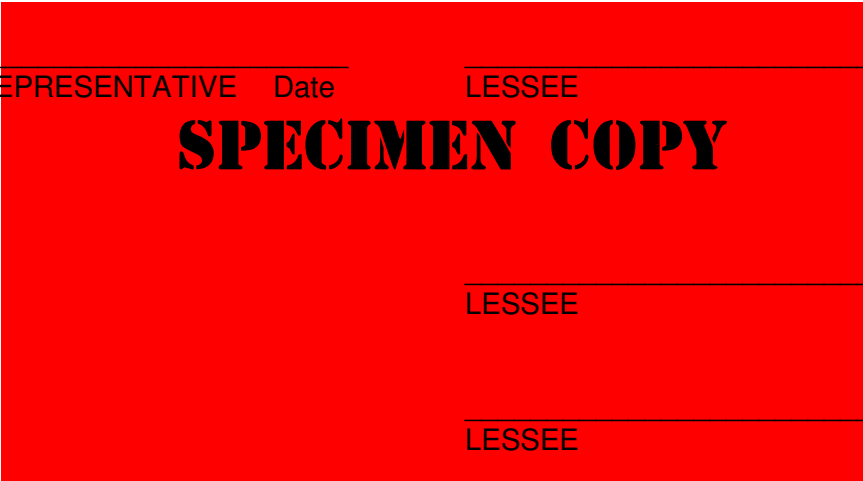
LESSEE INITIALS: _____

showings and while apartment is undergoing repairs. If the pet is found to be a problem, of any sort (to include barking), the pet must be removed immediately (within 24 hours of incident or problem).

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

LESSOR OR REPRESENTATIVE Date

LESSEE Date



LESSEE Date

LESSEE 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; please **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 dripage washed off exterior.
5. **Floor** - swept & washed clean. (Use a vinyl floor cleaner in your bucket of warm water or a small amount of Mop N Glow. For any wood floors use Murphy's Oil Soap)

BATHROOM

1. **Toilet** - scrubbed clean 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 make the work easier).
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. (Murphey's Oil Soap is good for wood floors)
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 / please present receipt during move-out inspection.
9. **Walls**- clean markings off using a mild kitchen spray cleaner (spray on cloth then wipe gently)
Do not patch holes or paint without prior written permission from Lessor.

LESSEE INITIALS: _____

OVERALL, THE APARTMENT SHOULD BE CLEAN

Thanks,
FALCON PROPERTIES

TENANT RESPONSIBILITIES & GENERAL INFORMATION

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

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

PET POLICY STRICTLY ENFORCED (SEE CLAUSE 19)

A MAXIMUM OF **TWO PARKING PERMITS** ALLOWED PER APARTMENT AT THE DISCRETION OF LESSOR / MANAGEMENT. 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 868-5738. PLEASE CALL AS SOON AS POSSIBLE IF A LEAK OCCURS.

TENANTS WILL BE CHARGED TO UNCLOG TOILETS. **NEVER FLUSH TAMPONS, FEMININE NAPKINS, PAPER TOWELS, CONDOMS, DEPENDS, DIAPERS, NAPKINS, OR ANY ITEMS OTHER THAN TOILET PAPER OR HUMAN WASTE, DOWN THE TOILET.**

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

RENT IS DUE NO LATER THAN 5:00 PM ON THE FIRST OF EVERY MONTH. NO EXCEPTIONS FOR HOLIDAYS OR WEEKENDS.

NO DISCOUNT FOR LATE RENT. THE \$50.00 UNEARNED DISCOUNT WILL AUTOMATICALLY BE DUE AND PAYABLE AFTER 5:01 PM (EST) ON THE 1ST DAY OF EACH MONTH. **RENT IS DUE NO LATER THAN 5:00 PM ON THE FIRST** OF EVERY MONTH. NO EXCEPTIONS FOR HOLIDAYS OR WEEKENDS. Make CHECKS PAYABLE TO **FALCON PROPERTIES, LLC**

MAILING ADDRESS: FALCON PROPERTIES
C/O PENDEXTER PROPERTY MANAGEMENT
1 MAIN ST., SUITE 16
DURHAM, NH 03824

CHECKS THAT ARE DISHONORED BY THE BANK (i.e. NSF/ BOUNCED CHECKS) ARE NOT ELIGIBLE FOR THE ON TIME DISCOUNT AND AN ADDITIONAL FEE OF \$25.00 WILL BE CHARGED. MONEY ORDERS WILL THEN BE REQUIRED FOR ALL FUTURE PAYMENTS.

CHANGES IN THE LEASE AGREEMENT (i.e. NEW LEASE, CHANGE OF LESSEE/S, ETC.) WILL BE SUBJECT TO A FEE UP TO THE EQUIVALENT OF THE FULL SECURITY DEPOSIT.

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 FALCON PROPERTIES.

LESSEE INITIALS: _____

TENANTS ARE COMPLETELY RESPONSIBLE FOR THEIR OWN SUBLETTORS. SUBLETTORS MUST READ YOUR LEASE AND ABIDE BY IT. A COMPLETED 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.**

4-02-07

LESSEE INITIALS: _____