

PENDEXTER PROPERTY MANAGEMENT
28 Main St.
Durham, NH 03824
603-868-5738

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SAMPLE LEASE

RENTAL LEASE

THIS LEASE made on _____ by and between **Henderson Properties, LLC** and/or its AGENT, Pendexter Property Management, LLC Durham, County of Strafford, and State of New Hampshire (hereinafter called Lessor) and

Name

Name

Name

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: **Main St. Apt, Durham, NH 03824**

to be occupied as a private residence and for no other purpose. Lessee has been shown the premises and/or has viewed the virtual tour of above named residence. In the event, the Lessee chooses the said residence, without viewing prior to lease signing; they agree to accept the residence sight unseen. _____ initial

The term of the Lease shall be from **June 1, 2022, to 1 PM (EST) May 19, 2023.**

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 **\$XXXX** is due on May 1st, 2022(Summer) (3)
- (B) Second Payment of **\$XXXX** is due on August 1st, 2022 (Fall) (4.5)
- (C) Third Payment of **\$XXXX** is due on December 1st, 2022 (Spring) (4.5)

*** 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. Fifty dollars (\$50.00) in additional rent will be due after 5pm on due date. Rent that is more than five days late is subject to an additional \$20.00 per day service charge, to be applied for each day thereafter. A letter of eviction will follow any rent that is not received in FULL by the 10th 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:

(\$XXXX) XXX & 00/100 Dollars as a security / damage deposit. This deposit will be returned to the Tenant(s) within 30 days

LESSEE INITIALS: _____

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 \$45/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 People's United 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 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 Lessee 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

LESSEE INITIALS: _____

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 \$50.00 per incident;

(11) NO parking is included unless a permit has been purchased separate from this agreement. Parking without a permit will result in your vehicle being towed at your own expense.

(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, 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, Sewer, Heat (see clause 32), and Hot Water. During the period from November 1st to April 1st all windows and exterior doors 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. Fire and Safety Apparatus, Smoke Alarms and Sump Pumps: Tampering or disconnecting smoke alarms and/or fire and safety apparatus is a felony in the State of New Hampshire. Tenants shall immediately notify landlord of non-working smoke alarms. Lessee shall only use the fire safety equipment in the event of a fire or other emergency on or upon the premises/building. Lessee shall be evicted from the premises and be responsible for any fines assessed as a result of Lessee's intentional triggering of fire and safety apparatus, including discharge of the fire extinguisher in the absence of a fire or other emergency. A charge of \$100.00 additional rent is assessed to the house for occupant(s) tampering with smoke alarms. Tampering includes the removal of batteries. Additional rent in the amount of \$100.00 will result due to the intentional discharge of the fire extinguisher in the absence of a fire. In the event of a false alarm called in by an unknown person, any resultant fines will be assessed to the unit where the false alarm originated. Lessor installs new batteries in smoke alarms at lease commencement. Lessee is responsible for replacing the smoke alarm batteries if needed during the lease term. Unplugging Lessor's sump pump is prohibited. Damages that occur as a result of an unplugged sump pump will be the responsibility of the Lessee. LESSEE(S) are responsible for water damage to bathroom floor and ceiling below, due to negligence, i.e. standing water of any kind, improper use of shower curtain, over-flow of toilet, improper installation of air conditioner, etc. To include, mold that is allowed to collect on walls, ceiling, shower/tub surfaces of bathroom. Mold must be cleaned by LESSEE/S with an anti-bacterial cleaner upon appearance. Lessee/s to keep all drains, plumbing and toilets clear / unblocked. Plunging is the responsibility of the Lessee/s;

(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 1:01 PM at the end of the term herein will be at the cost of \$200.00 per tenant for 24 hours of occupancy.

(16) 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.

(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. Addendums may apply. It is agreed the "Application for Rental" is true and complete, falsification may be cause for eviction.

LESSEE INITIALS: _____

(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 emergency fire inspections, emergency repairs, compliance with authorizes (Law Enforcement, Fire Personnel etc.), or for well-being checks, when warranted. Lessee will be notified in advance by email of all other need for entry; i.e. inspections, repairs and showing of premises to potential tenants for the next lease period. Lessee must provide Lessor with a valid contact email address and phone number

(25) Lessee responsible to keep a clean apartment, at all times, and to follow instructions on page 5 of lease, for cleaning and move-out procedures. Lessee will be responsible for having all apartment carpet (if any) professionally cleaned at the end of their lease at Lessee's expense (receipt required).

(26) Lessee will be provided a pass code and key card, or keys, to their apartment at the beginning of their lease and will be responsible for returning all key cards /buttons to the Lessor at the end of the lease

(27) 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.

(28) 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.

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

(30) Any fines or legal actions brought against the Landlord / Lessor and this property by the Town of Durham or any other legal authority as a result of the actions or conduct of the Lessee and /or guests of Lessees, to include but not limited to; fines imposed on Lessor relating to the Disorderly House Ordinance, will be charged as additional rent to the Lessee. All legal expenses related to these actions will be paid for by the Lessee.

(31) The elevator is for your convenience and will only operate using pass key / button . Do not jump inside the elevator, and when using elevator to move items, do not bang wall / doors. Do not jam doors open or closed. Any damages or costs to repair the elevator will be charged to the appropriate tenant(s) as determined by key FOB access codes and security cameras located outside the entrance to the elevator.

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

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 & GENERAL INFORMATION

LAUNDRY FACILITIES ARE LOCATED ON EACH LEVEL. USE PROVIDED TRACH CANS APPROPRIATELY (DRYER SHEETS, LINT FROM DRYERS,ETC).

UPON SIGNING LEASE,TENANT/S ACCEPT APARTMENT, REGARDLESS OF WHETHER OR NOT THEY 'CHOOSE' TO VIEW THE APARTMENT, IN WHICH CASE ACCEPTING IT SIGHT UNSEEN.

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

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

KEEP OFF THE ROOF.

PARKING IS NOT GUARANTEED. PERMIT PARKING ONLY. NO GUEST PARKING. (never park in a fire lane or block a dumpster). **NO PERMIT, NO PARKING, NO EXCEPTIONS.** PERMITS NOT VALID, IF NOT PROPERLY DISPLAYED IN THE DESIGNATED SPOT ON BACK WINDSHIELD

ALL MAINTENANCE REQUESTS SHOULD BE DIRECTED TO THE OFFICE: OFFICE@PENDEXTER.NET OR (603) 868-5738. AFTER HOURS **EMERGENCIES** 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 \$45.00 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.

UPON MOVE-OUT , LEAVE ALL KEYS/PASS CARDS AND BUTTONS, ON KITCHEN COUNTER. SECURITY DEPOSIT SETTLEMENTS WILL ONLY BE MAILED OUT TO FORWARDING ADDRESSES THAT HAVE BEEN EMAILED TO OFFICE@PENDEXTER.NET.

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 WILL FINANCIAL AID ADDENDUMS BE NEGOCIATED AFTER JULY 1ST.

LESSEE INITIALS: _____