

LEASE AGREEMENT AND DEPOSIT RECEIPT

The purpose of this document is to establish a leasehold agreement between Van Rich Properties, LLC, the Landlord/Manager of this property and the Tenants, both of whom are identified within this lease.

Property: _____
Unit # _____

1. Rent Payments: The monthly base rent is _____ and on an annualized basis this equals _____. The base rent for each month is due in full on the first day of each month. All rental payments will be made to the Landlord, Van Rich Properties, LLC, at 277 Mast Road, Durham, NH 03824. _____

2. Late fees: A \$100 late fee is due each time the rent is late. Late rent is defined as rent that is received at the Landlord's office 5 days after the due date. The late fee is due and payable at the time of the infraction. If the rent and late fee are not paid by the 10th of the Month in which they are due, the Tenant will be asked to vacate the premises and agree to do this upon receipt of proper written notification.
3. Leasehold Term: The beginning date of occupancy will be _____ and the ending date will be _____. Occupancy will end before the last day of the month of the leasehold term to allow the Landlord time to clean the unit and make necessary repairs prior to new incoming tenants assuming occupancy of the unit.
4. Cash Required Prior to Assuming Occupancy: The following payments are required from the Tenant prior to assuming occupancy of the unit: _____

1st month's rent - \$ _____ - Due at time of occupancy
Security deposit - \$ _____ - Due when lease is signed. If the intended occupancy does not occur because the tenant changes their mind about occupying the unit, the security deposit will be forfeited as reasonable liquidated damages.
5. Additional Fees: A sewer, water, trash collection, parking and snow plowing fee of \$ _____ per Tenant per year will be due and payable at the beginning of the lease period and prior to assuming occupancy of the unit.
6. Number of Permanent Occupants: Maximum permanent occupancy is _____ people per unit. No guest may stay more than 2 consecutive nights in a row within any given month. No additional guest beds are allowed.
7. Social Occupancy Limit: Social occupancy refers to the number of people who can be within the unit, or outside the unit, at any one time. This includes Tenants plus guests, family, friends, etc. The social occupancy limit for this unit is _____. Violation of the social occupancy limit will result in the assessment of a \$200 fee, due and payable at the time of the infraction. Repeated violation of this lease provision will result in a notice to vacate the premises.

8. Security Deposit and Refund Policy: The security deposit is equal to one month's rent. The security deposit cannot be used to pay for any portion of the agreed upon base rent or assessments if levied. This deposit will be fully refundable, provided the premises are left clean and free of damages for which the Tenant is responsible and the other conditions of this lease have been complied with. The deposit will be refunded within 30 days from the time the Tenant vacates the premises, and any outstanding payments, late charges, cleaning costs, damage repair, etc. will be deducted from the refund. Interest will be paid on the security deposit at prevailing savings bank interest rates if the deposit is held for more than 1 year.

9. Utilities: Tenants are responsible for the payment of their electricity usage, and for Direct TV. The landlord provides internet service to all buildings via Fairpoint Communications. Also, the Landlord provides heat to all of the units and will maintain the heat at a reasonable temperature not to exceed 70 degrees Fahrenheit provided the windows and doors in the building remain closed during the winter months.

Some of the units have their own washers/dryers and these are for the use of tenants in that unit only.

10. Habitability: The Tenants accept the premises in its condition "as is" and the Tenants hereby acknowledge and state that within five (5) days from the date of their first occupancy under this agreement, written notice will be provided to the Landlord, detailing any specific conditions within the leased premises which are in need of repair or correction. Otherwise the said leased premises are deemed to be in good, habitable and safe condition. Comments/Exceptions:

11. Maintenance and Cleaning: The Tenants are expected to maintain and treat the property respectfully and return the property in the same condition they found it. Tenants are expected to utilize the onsite dumpster which is emptied twice a month by Waste Management. The Tenants shall notify the Landlord of any mechanical problems (or otherwise) and the Landlord will arrange to have them repaired. However, the Tenant is responsible for and will be billed for any damages caused of his (or her) negligence.

Tenants are expected to keep the interior and exterior of the property clean and to remove trash on a regular basis. To the extent that the Landlord has to clean and/or paint and/or repair the property as a result of tenant negligence or damage, Tenants will be charged at the rate of \$50 per hour plus reimbursement of materials and supplies. In addition, a trash disposal fee of \$150 will be assessed if abandoned property or trash needs to be removed from either the unit or the premises by the Landlord at the end of the occupancy period.

Cigarette burns, gum, candle wax and other items in the rug or on the walls or woodwork are considered outside of normal "wear and tear." Charges to remediate these damages will be levied on a case-by-case basis and will be based on the cost to cure the problem.

12. Prohibited Acts: No social gathering of any type is allowed, either inside or outside the premises, which exceeds the Social Occupancy limit previously specified. No beer kegs or drinking games are allowed on the property at any time. No excessive noise is allowed on the property at any time. The Town of Durham has a noise ordinance and Tenants in violation of this ordinance may be fined by the Town if the ordinance is violated..Also, the Tenant will be assessed \$200 by the landlord for any violation given by the Police Department, which will be payable at the time of the infraction. This assessment for violation of the Town noise ordinance may also include a separate assessment of \$200 if the social occupancy limit is violated at the same time

The Landlord is not responsible for any problems, accidents or injuries which may result from alcohol and/or drug abuse on the premises. Tenants are advised that the legal drinking age in NH is 21 and that drug usage of any type is prohibited in NH. Furthermore Tenants are advised that it is a criminal offense in the State of NH (HB 464) to have five or more people at a party who are under the age of 21 if alcohol is being served. The host of such a party would be in violation of the law. Finally, firearms of any kind and explosives or fireworks of any kind are not allowed in the unit or on the premises.

No smoking is allowed within the buildings.

No onsite repair work of automobiles or motorcycles is allowed, not is the onsite sale of autos or other items allowed.

13. Alterations and Decorations: Tenants may not paint, paper, put nails in walls or tape on walls or otherwise make decorations to or alterations to property without written consent of the Landlord.
14. Snow and Ice Removal: The Landlord will plow the parking lot but is **not** responsible for hand shoveling around the cars or from the parking lot to an individual unit. The individual who plows the parking lot will clean out around the Tenant cars only **if** the cars are moved at the time the parking lot is being plowed. The Tenants are responsible for shoveling the parking lot spaces between cars.
15. Parking: Only Tenant parking is allowed with one car per tenant. A parking sticker will be provided to each Tenant to place on their vehicle. Tenants without a car are not allowed to lease out their parking space to someone who is not a Tenant. Vehicles without a parking sticker may be towed at the Landlord's discretion. No boats, trailers or other commercial type vehicles or non-resident vehicles are allowed on the property, and violators will be towed at their own expense. No parking is allowed on the front lawn, or which blocks the dumpster and if this does occur, the vehicle will be towed at the vehicle owners expense. The Landlord is not responsible for providing parking for overnight guests or visitors. The Landlord also reserves the right to lease out parking spaces on-site to people other than tenants of the building.
16. Pets: None allowed. If a pet is found on the property, the Landlord will impose an assessment of \$200 payable at the time of the infraction. If the pet is not removed the Landlord will initiate eviction proceedings..

17. Insurance: The Landlord shall not be liable for any damage or injury to Tenants, or any other persons, or any property on the premises, unless the damage is the result of an unlawful act of the Landlord. Tenants are advised to secure their own insurance for their personal property, their automobile and medical care.
18. Joint and Several Liability: In the event that more than one person signs this lease as Tenants, each person signing this lease agreement shall become jointly and severally liable to all the terms and conditions of this lease. Any and all breaches and non-performances done by any of the Tenants named herein, or their guests or invitees, shall constitute a breach of this lease. All Tenants under the terms of this original lease agreement are jointly and severally liable for the entire and full balance of the rent and any of the assessments for the premises leased by the them.
19. Usage: Only residential usage is allowed within this unit or on the premises. Specifically no Sorority or Fraternity activity is allowed on-site and no outside parties or social gatherings of any type or size are allowed which exceed the social occupancy limit.
20. Miscellaneous: Dumpster pick-up is twice a month and is the responsibility of the Landlord. The lawn is mowed as required by the Landlord. Bicycle storage within the buildings is not permitted. After notification by Landlord, Tenants who continually store bicycles or motor scooters in a building will be assessed a penalty of \$200 for each infraction. The assessment will be due and payable at the time of the infraction, and if not paid, may result in the initiation of eviction proceedings. No sitting or sunbathing on the roof of any building is allowed. No waterbeds are allowed.
21. Access to Property: By providing advance verbal notice, the Landlord shall have the right to enter premises at reasonable times for inspection, or to either make repairs, or to show the property to prospective Tenants. No advance notice is required in the event of an emergency repair.
22. Sublets or assignments No sublets or assignments of this lease are allowed **without written consent of Landlord** and will only be allowed if one of more of the Tenants resides in the building at all times.
23. Violation of the Lease and Eviction: The violation of any of the conditions in this lease will be considered a breach of the lease and will be sufficient cause for eviction from the property, and the Tenants agree to pay all costs of such action, including attorney's fees. If applicable, and at the Landlord's discretion, depending on the seriousness of the lease violation, a written warning may be issued. Subsequent violation of the lease will then result in an immediate eviction. Also, it is understood by both parties that the security deposit can be used by the Landlord to pay for any cleaning costs or damage incurred or legal fees associated with an eviction, as well as help pay for any other unpaid fees. To the extent that damages exceed the security deposit, Tenants would be liable for any additional charges which are directly related to their negligence.
24. Severability: The invalidity of any part of this agreement shall not invalidate the remainder of the agreement nor any provision herein.
25. Notifications: Any notice which either party may be required to give may be given by mailing the same, postage prepaid, to the Tenant at the premises or to the Landlord at the

address shown below.

- 26. Hold Over Tenancy: Any holding over after the expiration of this agreement, with the consent of the Landlord, shall be construed as a month-to-month tenancy.and may be terminated by either party upon 30 days written notice. The base rent will be doubled if the Tenant does not vacate the premises upon receiving a written notice to quit.
- 27. Applicable Law and Time: This agreement shall be interpreted, construed and governed by the Laws of the State of New Hampshire. Time is of the essence in this agreement.
- 28. Possession: If Landlord is unable to deliver possession on the premises at the agreed upon time, the Landlord will not be liable for any damage or inconvenience as a result of this. If the possession cannot be granted in accordance with this agreement, the prospective Tenants will be notified in writing and the agreement will be considered null and void. A full refund of all monies paid will be made in this event.
- 29. Fire Safety : State Law requires smoke detectors in each unit and they currently exist. State Law also mandates that these detectors not be disconnected or removed by the Tenants. Tenants must report malfunctioning smoke alarms to the Landlord. Also, each unit has a fire extinguisher. It is the Tenants responsibility to know where the fire extinguishers are located and what exits they will use to leave the building in the event of a fire.

Finally, the usage of candles or any open flames within the building is explicitly prohibited. Candles can be a source of fire within a residential unit.
- 30. Lead Paint: The Landlord has not had the property tested for lead paint and assumes no liability in this regard.
- 31. Security: The Landlord assumes no responsibility for the personal safety or security of the Tenants in the building and makes no warranties or representations regarding the personal safety of the community or the neighborhood or the building.
- 32. Quiet Enjoyment: Tenants shall observe reasonable hours of quiet and not violate the rights of other Tenants within the building for quiet enjoyment. Quiet hours within the building and on the premises are to be maintained from 10:00 pm to 8:00am, seven days a week.

We, the undersigned Tenants, have read the above agreement for _____ and understand and agree to abide by the terms and conditions specified above.

- 1. Signature: _____ Date: _____
 Printed Name: _____
 Home Address: _____
 City: _____ State: _____ Zip: _____

 Home Telephone #: _____ Cell phone number _____
 e-mail address: _____

2. Signature: _____ Date: _____
Printed Name: _____
Home Address: _____
City: _____ State: _____ Zip: _____

Home Telephone #: _____ Cell Phone Number _____
e-mail address: _____

3. Signature: _____ Date: _____
Printed Name: _____
Home Address: _____
City: _____ State: _____ Zip: _____

Home Telephone #: _____ Cell Phone Number: _____
e-mail address: _____

4. Signature: _____ Date: _____
Printed Name: _____
Home Address: _____
City: _____ State: _____ Zip: _____

Home Telephone #: _____ Cell Phone Number _____
e-mail address: _____

5. Signature: _____ Date: _____
Printed Name: _____
Home Address: _____
City _____ State: _____ Zip _____

Home telephone Number _____ Cell Phone Number _____
E-mail address: _____

Landlord : Richard K. Gsottschneider 603-868-1616 office
c/o Van Rich Properties, LLC 603-868-2376 home
277 Mast Rd. 603-781-0594 cell
Durham, NH 03824 richard@van-rich.com

OWNER/MANAGER

DATE