

NEW HAMPSHIRE MONTH TO MONTH LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____ County, New Hampshire, such real property having a street address of _____, New Hampshire (hereinafter referred to as the "Property"). If the premises being leased consists of one unit within a multi-unit Building or Complex, that portion of the Property being let (unit _____ of the _____ Complex) is hereinafter referred to as the "Premises". If the premises being leased consists of a single dwelling, the "Property" is also the "Premises", and these terms may be used interchangeably.

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, as follows:

on a month-to-month basis beginning on _____, 20____, and continuing for each successive month thereafter until such time as Landlord or Tenant provides written notice to the other (as called for herein) of the desire to terminate the Agreement pursuant to the provisions hereof and/or applicable law.

Upon expiration or termination of this Agreement, Tenant must remove his/her/their possessions, vacate the Premises and return all keys to Landlord on the expiration or termination date. Landlord shall maintain and exercise reasonable care and storage of personal property of a Tenant who has vacated the premises for a period of seven (7) days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the Landlord without notice to the tenant.

2. **RENT.** Commencing on _____, 20____, the monthly rent shall be payable on the ____ day of each month of the Term, in equal installments of _____ (\$_____) per month. All such payments shall be made to the Landlord at the address set forth in the Notice provisions (Paragraph 42) of this Agreement.

3. **SECURITY DEPOSIT.** Upon the execution of this Agreement, Tenant shall pay the amount of _____ (\$_____), as a security deposit, such security deposit not to exceed an amount or value equal to one (1) month's periodic rent. The security deposit will be held and applied by Landlord to the payment of any defaulted obligations of Tenant under this Agreement or to the costs of repair of damage to the Premises for which Tenant is responsible under this Agreement. The total of all such payments, as reduced by any amounts applied in payment of any obligations of the Tenant under this Agreement or as authorized pursuant to N.H.R.S.A. 540-A:7, shall be returned to Tenant within thirty (30) days of termination of this Agreement and/or any tenancy, in accordance with New Hampshire law.



4. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and/or Tenants consisting of the individuals listed on **Exhibit A**, exclusively as a private dwelling or unit, and no part of the Premises shall be used at any time during the Term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling or unit. Tenant shall not allow any person other than the persons listed herein (See **Exhibit A**) to use or occupy the Premises for more than three (3) consecutive days without first obtaining Landlord's written consent to such use. Tenant shall notify Landlord of any anticipated extended absence from the Premises in excess of ten (10) days no later than the first day of the extended absence. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Landlord may provide for Tenant's use of various services, equipment and facilities (collectively, the "Facilities"), such as laundry rooms, exercise rooms and equipment, storerooms, swimming pools, hot tubs, saunas, spas, function rooms, etc. If any such Facilities are to be provided to Tenant, a list of applicable Facilities will be provided in **Exhibit A** to this Agreement. Landlord may modify or cancel Tenant's right to use the Facilities at any time. Tenant's use of the Facilities is subject to the community rules or the rules or instructions provided by Landlord. Tenant may be required to show identification to enter or use the Facilities. Landlord may deny use or access to any guest of Tenant who fails to follow instructions or fails to comply with the rules or the requirements of this section. The Facilities are provided for Tenant's use only as an incidental service, and Landlord may not provide any attendants or supervisors for the use of the Facilities. Guests of the Tenant shall use the Facilities wholly at their own risk. Tenant shall be responsible for and shall indemnify and hold harmless Landlord and any related party for any loss suffered or sustained by any guests of the Tenant in connection with the use of the Facilities, regardless of whether such loss results from Landlord's negligence, but excluding Landlord's gross negligence or willful misconduct. Landlord disclaims, excludes and denies all express and implied warranties with respect to the physical condition and operation of the Facilities provided. The Facilities are for the exclusive use of Tenant and for invitees and guests of Tenant as permitted by Landlord.

In the event the Premises is a condominium or otherwise part of a larger property, and so long as this Agreement is in full force and effect and Tenant is not in default hereunder, Tenant shall be entitled to use the common areas of the Premises, if applicable, including the Facilities, and any amenities serving and/or appurtenant to the Premises, subject to the terms and conditions contained herein and/or any further conditions that may be established by Landlord and/or any person(s), entity or authority having control over the same (including, but not limited to Landlord and/or any Condominium or Homeowners' Association), if applicable. Common areas may not be used for storage or the placement of bicycles, toys, athletic equipment, trash, refuse or similar items. Tenant and Tenant's guests, invitees, agents and/or other representatives shall use the common areas with care and solely at their own risk. Tenant shall not litter in the common areas or destroy, deface, damage or remove any property within such common areas. Tenant and Tenant's guests, invitees, agents and/or other representatives shall not engage in any unlawful, improper, unreasonable or prohibited behavior in the common areas.

5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises prior to signing this Agreement, and that Tenant is satisfied with the condition of the Premises and any appliances therein and is accepting the premises in its current "as is" condition, however Landlord and Tenant understand and acknowledge that, pursuant to N.H.R.S.A. 540-A:6, Tenant must provide to Landlord, within five (5) days of taking occupancy of the Premises, a written notification specifying any conditions in need of repair or correction. Tenant acknowledges and understands that: (a) the Landlord's insurance does not insure Tenant against loss of personal property in the Premises due to fire, theft, vandalism or other casualties or causes; and (b) Tenant is responsible for obtaining so-called "renter's insurance" in such amounts as Tenant may desire on Tenant's own property for fire and casualty loss and for Tenant's family or liability insurance coverage.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, subletting or license shall not be deemed to be a consent to any subsequent assignment, subletting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, operate to terminate any and all rights of any party to occupy the Premises under this Agreement. Landlord may assign this Agreement at its sole and absolute discretion.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations or improvements on the Premises or construct any building or install any radio or television dish/antenna or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. Tenant shall not disconnect or damage a smoke detector or carbon monoxide detector or remove the battery from the same without immediately replacing it with a working battery. In the event the Tenant believes that any smoke detector or carbon monoxide detector is malfunctioning or needs to be inspected or repaired, Tenant must give Landlord immediate written notice thereof.



Alterations for Disability. If a Tenant is disabled, Tenant may, at Tenant's expense, make reasonable modifications to the Premises to accommodate for such disability only after requesting and receiving prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion and may be reasonably conditioned upon Tenant agreeing to restore the Premises to the condition that existed before modification, reasonable wear and tear excepted.

8. REPAIRS, MALFUNCTIONS and REMEDIATION. Tenant shall promptly notify Landlord of any repairs to be made to the Premises or its contents, fixtures, security devices and other equipment that belong to Landlord. Tenant must notify Landlord immediately – via Landlord's Emergency Phone Number listed herein – of any malfunction or damage caused by fire, water or similar cause and of any water leaks, electrical problems, heating problems, broken locks or latches or other conditions that may pose a hazard to health, property or safety. In the event Tenant reasonably believes that any smoke detector or carbon monoxide detector is malfunctioning and/or needs to be inspected or repaired, Tenant must provide *immediate* written notice thereof to Landlord. Upon receipt of a request, Landlord shall act with reasonable diligence to make necessary repairs, during which time this Agreement shall continue and Tenant's obligation to pay rent shall not abate. Tenant must notify Landlord immediately upon discovering any presence or suspected presence of Bed Bugs in the Premises whereupon Landlord must, pursuant to N.H.R.S.A. 540-A:3, investigate such report within seven (7) days, providing Tenant with forty-eight (48) hours advance notice of entry into the Premises for such investigation. In the event Bed Bugs are discovered, Landlord must treat the Premises to rid it of Bed Bugs, providing Tenant with seventy-two (72) hours advance notice of any scheduled treatment. Pursuant to N.H.R.S.A. 540-A:3, V-c, Tenant must cooperate with Landlord's investigation, preparations for treatment and treatment of any Bed Bug infestation. Pursuant to N.H.R.S.A. 540:13-e, Landlord will bear the cost of the treatment of Bed Bug infestations unless Tenant is responsible for such infestation – which determination shall be made based upon the standards set forth in the aforementioned statute – in which case Landlord may recover the full and reasonable costs of such treatment from Tenant. Failure of a Tenant found to be responsible for Bed Bug infestation to reimburse a Landlord for treatment of same within thirty (30) days of completion of such treatment could result in Tenant's eviction for non-payment under the provisions of N.H.R.S.A. 540:2, II(a). The Tenant's request for repair and/or remediation is Tenant's agreement for Landlord to enter the Premises to perform the repair. Landlord may decide not to enter the Premises if a person under 18 years old is present unless a person 18 years or older is also present. Landlord may temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance and this shall not constitute constructive eviction of Tenant. If a request for repair is not made in writing, Tenant must establish in some other verifiable and documentable manner the date and time when Tenant made the request.

9. KEYS AND LOCKS.

Ownership of Keys and Access Cards. All keys, access cards and remote controls are the sole property of Landlord. Landlord may charge a deposit for any key, access card or remote control, and may charge a fee if any key, access card or remote control is lost or not returned. Tenant shall be liable for any loss related to the improper use of any key, access card or remote control. At the termination of this Agreement, Tenant shall return all keys, access cards and remote controls to Landlord.

Change in Locks. Tenant shall not install additional or different locks or gates on any door or window of the Premises without the prior written permission of Landlord. If Landlord approves Tenant's request to install such locks, Tenant shall provide Landlord with a key for each lock within 48 hours of any such change and shall reimburse Landlord all reasonable costs incurred to remove such locks at the end of Tenant's lease term. Tenant shall not duplicate keys for the Premises. Landlord may copy all keys for the Premises, whether provided by Landlord or Tenant. Landlord may remove any unapproved additional locks or gates installed on the Premises.

10. NON-DELIVERY OF POSSESSION. In the event Landlord is unable to deliver possession of the Premises to Tenant, or to legally enter into a binding Agreement with the Tenant, upon the commencement of the lease term, then Landlord or its agents shall have no liability to Tenant or to any other party affected hereunder, except that Tenant may terminate this Agreement upon 5 days written notice to Landlord and Landlord shall return all prepaid rent and security deposits to Tenant. Tenant has the option of demanding Landlord deliver possession of the Premises to Tenant. If Tenant wishes to obtain possession of the Premises, Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such thirty (30) day timeframe, then this Agreement and all rights hereunder shall terminate and the Landlord shall have no liability to Tenant, other than the obligations under the NHRSA to return all prepaid rent and security deposits to Tenant or to any other party affected hereunder.

11. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. QUIET ENJOYMENT. Upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, Tenant shall and may peacefully and quietly have, hold and enjoy said Premises for the Term hereof.

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13. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, except that Landlord shall be responsible for providing to the Premises. Tenant shall pay all charges for utilities on the date specified in a utility bill, whether to Landlord or a utility provider. Failure to do so shall constitute a default under this Agreement. This covenant is independent of every other covenant of this Agreement. If Tenant is charged for utilities separately from rent, then such charges shall be deemed "rent" for purposes of any defaults under this Agreement. Tenant shall not allow any utility, other than telephone, internet, television cable or satellite service, to be interrupted or interfered with or disconnected by any means, including the non-payment of a bill, until the end of the lease Term or until this Agreement is terminated.

If and only if checked at the left, heat and/or hot water and/or other functions serving the Premises is/are provided by means of fuel stored in a tank located on the Premises **AND** Tenant is responsible to pay for said fuel. Tenant agrees that Tenant will assure that there is at all times fuel in the tank at least sufficient to prevent any damage to the Premises including, but not limited to, frozen pipes. Information regarding the type of fuel, tank location, any preferred/recommended or required fuel supplier, etc., will be provided in **Exhibit A** to this Agreement, if applicable.

The foregoing is **not Applicable** to the Premises.

14. **COVENANTS.** Tenant agrees that Tenant shall:

- (a) Maintain the Premises in a clean and sanitary condition;
- (b) Keep all heating, ventilation and/or air conditioning filters clean and free from dirt;
- (c) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (d) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (e) At all times maintain order in the Premises and at all places on the Premises and not disturb other residents or neighbors;
- (f) Keep all radios, television, stereos, electronic devices and systems turned down to a level of sound that does not annoy or interfere with the quiet enjoyment of other residents or neighbors;
- (g) Deposit all trash, garbage, rubbish or refuse in the specified locations provided therefore and Tenant shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within any common elements;
- (h) Abide by and be bound by any and all rules and regulations affecting the Premises or the common areas appurtenant thereto, as the same may be adopted or promulgated by any person, entity or authority having control over them (including, but not limited to Landlord and/or any Condominium or Homeowners' Association), if applicable;
- (i) Park any motor vehicles only in designated areas, as may be applicable.

15. **PROHIBITED CONDUCT.** Tenant and/or Tenant's guests may not engage in the following activities:

- (a) Obstructing the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Obstructing, blocking or covering the windows or doors except with curtains, draperies, shades, blinds, etc., that do not hinder ingress or egress;
- (c) Leaving windows or doors in an open position during any inclement weather;
- (d) Hanging any laundry, clothing, sheets, etc.. from any window, rail, porch, balcony or deck, nor air or dry any of same within any yard area or space;
- (e) Causing or permitting any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;



- (f) Engaging in any criminal conduct;
- (g) Behaving in a loud or obnoxious manner;
- (h) Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Premises;
- (i) Manufacturing, delivering, possessing a controlled substance or drug paraphernalia;
- (j) Engaging in or threatening violence;
- (k) Possessing a weapon in violation of applicable law;
- (l) Discharging a firearm in, on or near the Premises;
- (m) Tampering with utilities or telecommunications;
- (n) Bringing hazardous materials onto the Premises;
- (o) Using windows for entrance or exit, except in case of emergency;
- (p) Heating the Premises with a gas operated stove or oven, or by means of a portable gas, kerosene, propane or electric heater or the like;
- (q) In addition to the foregoing, if checked below, Tenant and/or Tenant's guests shall refrain from the following conduct or activities (check all that apply):

Storing or parking any boat, trailer, jet ski, snow mobile or other small motorized recreational vehicle at or upon the premises;

Storing or parking any utility trailer, camper, camp trailer, fifth wheel trailer, pop-up trailer, motor home or other large recreational vehicle at or upon the premises;

Using motorcycles, all terrain vehicles, and/or firearms at the Premises;

Cooking or grilling on any balcony, patio, deck, etc., or in a common area, other than as may be expressly permitted by Landlord and specified in **Exhibit A** attached hereto;

Storing in closets anything which contains gasoline, kerosene, propane or other flammable substances;

Smoking tobacco or any other product or substance, whether legally permissible or not, inside the Premises or within _____ feet of any ingress, egress, window, heating, ventilation or air conditioning unit, air duct, etc.

Additional prohibitions: _____

16. **PARKING.** Parking shall be in proper or designated places only. In no case shall Tenant be provided or make use of permanent parking for more than _____ motorized or other vehicles including, but not limited to, automobiles, trucks, motorcycles, scooters, campers, camp trailers, fifth wheel trailers, pop-up trailers, utility trailers and/or any other motorized or non-motorized vehicle. Mechanical work to any vehicle shall not be performed on Premises or on the street adjacent to the Premises. No automobile, motorcycle, recreational or other vehicle or conveyance, whether motorized or non-motorized, shall be allowed on the Premises if it does not have a valid license, registration and inspection sticker, as may be applicable, and is in fully functioning condition. Specifications regarding any permitted parking at or on the Premises are more fully set forth in **Exhibit A** attached hereto.

17. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, Tenant shall notify Landlord in writing, within fourteen (14) days of the event, of Tenant's intention to terminate the Agreement. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion to the diminution in the fair rental value of the Premises. The Premises shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

18. **INSPECTION OF PREMISES.** Tenant agrees that Landlord and Landlord's agents shall have the right to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord. Landlord shall provide Tenant with not less than forty-eight (48) hours notice prior to entry for any of the foregoing reasons, but no notice is required in the event of an emergency. Landlord and its

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agents shall further have the right to display “for sale”, “for rent”, “vacancy” or similar signs on the Premises at any time, as well as signs related to the sale or financing related to the sale of the Premises. The Landlord’s right of entry shall likewise extend for the purpose of removing placards, signs, fixtures, alterations or additions to or upon the Premises that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

19. **TRANSFER OF OWNERSHIP.** Tenant understands that Landlord may begin marketing the Premises for sale at any time and that the Landlord, its agents and contractors may contact the Tenant from time to time for access to the Premises in relation thereto. Tenant agrees to permit the Landlord, its agents and contractors to enter the Premises. Tenant also agrees to allow prospective purchasers and their agents or lenders access to the Premises in order to view, inspect or conduct appraisals of the Premises. The Landlord, its agents or contractors will give the Tenant not less than forty-eight (48) hours advance notice of a showing or need for access to the Premises. At Landlord’s request, Tenant will vacate the Premises for a reasonable time period and leave the Premises in a clean and orderly condition when Landlord, its agents or contractors show the Premises to prospective purchasers. Tenant agrees that he/she/they will not interfere with the marketing of the Premises, and that Tenant shall not communicate with any prospective purchaser unless specifically requested or authorized by Landlord in writing. Tenant acknowledges that Landlord may transfer ownership of the Premises to a third party including, but not limited to, a prospective purchaser, any party claiming rights to the Premises either by contract, operation of law or otherwise. Landlord does not make any representations as to whether any such prospective purchaser will agree to extend or enter into a lease with the Tenant beyond the expiration of the then current Term hereof, and Tenant acknowledges that Landlord is in no way responsible for the decisions of any prospective purchaser concerning the continued leasing or rental of the Premises to Tenant beyond expiration of the then current Term hereof.

20. **SUBORDINATION OF LEASE.** This Agreement and Tenant’s interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

21. **TENANT’S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy on a month-to-month basis shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ Dollars (\$ _____) per month, with the further proviso that such tenancy shall be terminable upon thirty (30) days written notice served by either party on the other as called for herein.

22. **TERMINATION OF LEASE.** With respect to any month-to-month tenancy created hereunder, either Landlord or Tenant may terminate such tenancy upon thirty (30) days written notice served (as called for herein) on the other party, provided that all rights and obligations of each party including, without limitation, the obligation to pay rent, shall continue in full force and effect until the expiration of any such thirty (30) day notice period. With respect to any Fixed Term tenancy created hereunder, Landlord may terminate such lease prior to the Expiration Date recited herein only as permitted pursuant to NHRSA 540:2, II, for the following causes:

- (a) Neglect or refusal to pay rent;
- (b) Substantial damage to the premises by the Tenant;
- (c) Failure of the Tenant to comply with a material Term of the Lease;
- (d) Behavior of the Tenant or family members which adversely affects the health or safety of other tenants, or failure of the Tenant to accept suitable temporary relocation due to lead based paint hazard abatement; or
- (e) “Other good cause”, as that term is described in N.H.R.S.A. 540:2, V.

23. **SURRENDER OF PREMISES.** Upon the expiration or termination of the Term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and natural weathering by the elements excepted. Additionally, Tenant shall thoroughly clean the Premises including, but not limited to, bathrooms, kitchen appliances, windows, furniture, patios, and storage rooms, to the same level of cleanliness that existed at the time Tenant first took occupancy.

24. **ANIMALS / PETS.** No pets or other animals shall be kept in or upon the Premises without the Landlord’s express written consent. If the Landlord provides consent, Landlord may revoke such consent at any time, in Landlord’s sole and absolute discretion, by providing Tenant with written notice of such revocation. Tenant shall remove all pets from the Premises at the request of the Landlord, its agents or contractors, when the Landlord or its agents or contractors show or are otherwise on the Premises. In the event Landlord should grant permission for any animal or pet, Tenant shall be responsible at all times to keep the interior and exterior of the Premises free and clear of any waste generated by such pet and to dispose of any such waste in a sanitary manner. Specifications regarding any animals or pets permitted at or on the Premises are more fully set forth in **Exhibit A** attached hereto.



25. **INDEMNIFICATION.** Except for Landlord's liability arising under applicable law, Tenant, for itself and for its guests, releases Landlord and its successors, assigns, employees, officers, directors, contractors, agents and affiliates (collectively referred to as the "Released Parties") from any and all claims and/or damages for (a) loss or theft of Tenant's or its guests' personal property, and/or (b) which may arise out of any accidents or injuries to Tenant, members of Tenant's family or Tenant's guests, in or about the Premises, that are caused as a result of the Tenant's negligence or willful misconduct. Tenant agrees to indemnify Landlord and each of the Released Parties from and against any and all claims, liabilities, actions, costs and damages which Tenant, Tenant's family or guests may suffer or incur as a result of Tenant's or its family members' or its guests' negligence, willful misconduct and/or violation of this Agreement.

26. **MANAGER OF THE PREMISES.** The manager/superintendent of the Premises shall be (Please write "N/A" if not applicable): _____.

27. **PERSONAL SAFETY.** Landlord does not guarantee or warrant Tenant's personal security or safety. Landlord has no duty to provide security devices. Any protective steps (such as courtesy patrols or guards) that Landlord takes are neither a guarantee nor warranty against criminal acts or against the violent tendencies of third persons in the community or otherwise. Tenant's personal safety and security is Tenant's personal responsibility.

28. **DEFAULT.** If Tenant or Tenant's invitees or guests fail to comply with any provision of this Agreement, or any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fail to comply with any duties imposed on Tenant by statute, apartment association rule or regulation or this Agreement, Tenant will be in default of this Agreement and Landlord may terminate this Agreement in accordance with applicable law, whereupon Landlord may exercise any and all rights and remedies available to it at law or in equity. If Tenant fails to pay rent when due and the default continues for fifteen (15) days thereafter, Landlord may, at Landlord's option, declare the entire past due balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may terminate this Agreement, unless Tenant cures the default within five (5) days of receiving notice of default from the Landlord.

29. **FINES.** Landlord may charge Tenant a reasonable fine for violation of the provisions of this Agreement and/or as may be set forth in any Community, Homeowners' Association and/or Condominium Association rules that may apply to the Premises.

30. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within fifteen (15) days of the date and time specified hereunder, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Thirty-Five Dollars (\$35.00) for each such occurrence. If a check is returned or dishonored by the financial institution it is drawn on, Landlord, upon written notification to Tenant, may require all future payments be made in cash or by certified check. In addition to the foregoing, Tenant shall pay a fee equal to the greater of Thirty-Five Dollar (\$35.00) and any greater sum charged to Landlord by Landlord's financial institution in relation to any returned or dishonored check.

31. **ABANDONMENT of PREMISES / REMOVAL of PERSONAL PROPERTY.** If at any time during the Term of this Agreement (including any extension hereof or any hold-over Term agreed to or provided for hereunder) Tenant has abandoned the Premises or any part thereof, as defined in RSA 540:11-b, then Landlord will provide Tenant with written notice described herein below, sent to Tenant's last known address, by certified mail with return receipt requested *and* by posting at the Premises. The notice shall advise Tenant that Landlord believes Tenant has abandoned the Premises and that, unless Tenant contacts Landlord within five (5) days of receipt of such notice, Landlord intends to: (a) re-enter the Premises; (b) remove any possessions and personal effects remaining in the Premises; (c) to re-rent the Premises; and (d) dispose of Tenant's abandoned possessions and/or personal effects if Tenant does not reclaim any such possessions and/or personal effects within seven (7) days after the notice is sent. Following expiration of the appropriate notice period, Landlord shall take steps to obtain possession of the Premises in the manner provided by applicable law, and without becoming liable to Tenant for damages or for any payment of any kind. Landlord may, at Landlord's discretion, re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting and, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. Upon Landlord's lawful re-entry after expiration or termination of this Agreement (including any extension hereof or any hold-over Term agreed to or provided for hereunder) or after abandonment of the Premises by Tenant, Landlord may consider any personal property belonging to Tenant and left on the Premises or in the surrounding area to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner permitted by applicable law. Specifically in such circumstances, pursuant to N.H.R.S.A. 540-A:3, VII (a), Landlord shall remove and store (in the exercise of reasonable care) a Tenant's personal property for a period of seven (7) days after Tenant has vacated the Premises, during which period Tenant shall be allowed to recover such personal property without payment of rent or storage fees. However, after the expiration of such seven (7) day period, if Tenant has not reclaimed such personal property, Landlord may dispose of said personal property without notice to Tenant. Furthermore, pursuant to N.H.R.S.A. 540-A:3, VII (b), if any residual items of personal property are deemed to have been abandoned as defined in the foregoing statute, then Landlord shall have no obligation to store such personal property. Tenant will indemnify and hold harmless Landlord of and from any and all liability or responsibility for any damage to and/or loss resulting from the disposal of such abandoned property.



32. **LEAD CONTAMINATION.** Tenant is notified that dwellings constructed prior to January 1, 1978 (known as “Target Housing”) may present exposure to lead hazards from lead based paint that may place young children at risk for developing lead poisoning. Lead poisoning may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. If the Premises qualifies as Target Housing, Tenant acknowledges that he/she/they have received a copy of the EPA booklet “Protect Your Family from Lead Paint in Your Home” as well as the “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form – which shall be completed and signed by Landlord and Tenant not later than the signing of this Agreement – and have been provided the opportunity to form their own opinion as to the safety and suitability of this property as a dwelling for their family.

33. **JOINT AND SEVERAL LIABILITIES.** In the event that more than one Tenant is a party to this Agreement, the named Tenants shall be jointly and severally liable for the obligations of all the Tenants, Tenant’s families, Tenant’s guests and their respective agents and invitees.

34. **ATTORNEYS’ FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys’ fee.

35. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord’s option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

36. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

37. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

38. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant’s duties and liabilities hereunder.

39. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

40. **DEFINITION OF “TENANT”.** The term “Tenant” as used herein shall refer to all Tenants that are parties to this Agreement and/or all residents listed on **Exhibit A** hereto, as well as any family member, guest and/or invitee of any such Tenant who has been approved by Landlord.

41. **NOTICE.** Unless otherwise explicitly specified herein, any notice required or permitted under this Agreement or under New Hampshire law shall be made and shall be deemed sufficiently given or served if sent by first class United States mail addressed as follows:

If to Landlord to: _____ AND _____

Landlord’s **Emergency** Phone Number(s): _____

If to Tenant to: _____ AND _____

Tenant’s **Emergency** Phone Number(s): _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.



42. **BROKERAGE DISCLOSURE.** The undersigned Landlord and Tenant acknowledge that the Licensee(s) named below is/are acting in the agency capacity indicated: (Note: check only one agency relationship per Licensee)

_____ of _____
Licensee Brokerage Firm

is a Landlord's Agent Tenant's Agent Disclosed Dual Agent* Facilitator

_____ of _____
Licensee Brokerage Firm

is a Landlord's Agent Tenant's Agent Disclosed Dual Agent* Facilitator

* If Licensee(s) is/are acting as a disclosed Dual Agent, Landlord(s) and Tenant(s) acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement and understand the limited fiduciary duties of the Licensee(s) named herein and hereby agree to the same.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that Tenant is represented by a Designated Tenant's Agent and Landlord is represented by a Designated Landlord's Agent, both of whom are affiliated with Coldwell Banker Residential Brokerage.

43. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

44. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Hampshire, where the Premises are located. Nothing herein shall be so construed to have either Landlord or Tenant agree to waive or forego their respective rights, remedies and obligations under N.H.R.S.A. Chapters 540 and 540-A, as amended.

45. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

46. **ENTIRE AGREEMENT.** This Agreement contains all of the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

47. **ADDITIONAL PROVISIONS; DISCLOSURES.**

48. **MILITARY CLAUSE.** In the event one or more Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the dwelling is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this Agreement by providing Landlord with thirty (30) days advance written notice. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days Tenant occupies the dwelling past the first day of the rental cycle next following any notice provided under this paragraph.

[SIGNATURES FOLLOW]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

LANDLORD:

LANDLORD:

Sign: _____

Sign: _____

Print: _____

Print: _____

TENANT:

TENANT:

Sign: _____

Sign: _____

Print: _____

Print: _____

TENANT

TENANT

Sign: _____

Sign: _____

Print: _____

Print: _____

N.B.: This form is provided by Coldwell Banker Residential Brokerage ("Coldwell Banker") merely as a convenience to the parties, but Coldwell Banker is not responsible for and does not warrant or guarantee the accuracy of its content.



EXHIBIT A

I. RESIDENTS. Landlord and Tenant understand and agree that the following named persons shall be the only persons permitted to reside at the premises.

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

II. HEATING FUEL. If Tenant is responsible, pursuant to Paragraph 13 of the Agreement, to pay for heating fuel supplied by a tank on the Premises, Landlord provides the following *very important* information in relation thereto (Please write "N/A" if not applicable):

- Type of Fuel: _____
- Location of Tank: _____
- Location of Filling Access Point: _____
- Fuel Provider & Contact Info: _____
- Other: _____

III. SMOKING. Tenant understands and agrees that, to the extent smoking may be permitted at, in, on or near the Premises, such smoking is permissible *only* in the following locations (Please write "N/A" if not applicable.):

IV. PARKING. Landlord and Tenant understand and agree that, to the extent parking is permitted at or on the Premises, such parking shall be provided and approved as specified below (please indicate location, any parking space identifiers, types and numbers of vehicles permitted, etc. Please write "N/A" if not applicable):

V. ANIMALS/PETS. Landlord and Tenant understand and agree that, to the extent animals or pets are permitted to be kept at or on the Premises, Landlord agrees to permit Tenant to keep only those animals or pets specified below (please indicate species/breed, size/weight restrictions, numbers of animals permitted, etc. Please write "N/A" if not applicable):

VI. OUTDOOR GRILLING/COOKING. Landlord and Tenant understand and agree that Tenant shall be permitted to cook or grill at or on the Premises only as specified below (please indicate type of outdoor cooking permitted, such as charcoal only, gas, smoker, etc., as well as locations where outdoor grilling/cooking is permitted and where prohibited, etc. Please write "N/A" if not applicable):

VII. FACILITIES. Landlord and Tenant understand and agree that, to the extent Tenant may be provided access to and/or use of Facilities accompanying or appurtenant to the Premises, all such Facilities are listed below (please indicate type and location of any applicable Facilities. Please write "N/A" if not applicable):

