

LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

This agreement is a _____, dated _____, 19____ by and between _____, hereinafter referred to as LANDLORD and _____, hereinafter referred to as TENANT.
(Tenant)
LANDLORD rents and TENANT hires the premises known as _____ consisting of _____ at a rent of \$_____ per _____ payable on the _____ day of each _____ in advance, total term rental of \$_____.
(unit description) (week/month) (due date) (week/month) (lease only)
Tenancy commences _____ and terminates _____.
(lease only)

SUBJECT TO FOLLOWING TERMS AND CONDITIONS:

- OCCUPANTS AS FOLLOWS:** _____ adults, _____ children. No additional persons are allowed without Landlord's consent. Tenant's shall not assign nor subject any part or the whole of the premises.
- UTILITIES INCLUDED:** _____
Landlord not liable for any utility failures, nor shall Tenant withhold rent payments during period of failure.
- APPLIANCES INCLUDED:** _____
Tenant accepts same as in good condition and shall be responsible for maintaining in said condition. **POSITIVELY NO** washers or dryers permitted in apartment.
- PARKING RULES:** Tenant is allowed to park _____ vehicles on the premises. Under no circumstances are unregistered, inoperable or uninspected vehicles allowed. No trailers, all terrain or other recreational vehicles allowed without Landlord's consent. No parking in fire lanes, sidewalk areas, on lawns or other unauthorized areas. These regulations are strictly enforced. Be advised that vehicles in violation will be towed without notice, all at Tenant's expense. More than one infraction of the parking rules will be just cause for eviction.
- PETS:** Positively NO pets are allowed. Violation will result in immediate eviction.
- COMMON AREAS AND HALLS:** Tenant shall keep said areas clean at all times. Fire Department regulations require that absolutely nothing be kept or stored in hallway, stairs, laundry rooms, or any other areas known as-common areas.
- CONDITION:** Tenant accepts apartment as free from defects (*except as noted.) Any damage to unit during tenancy caused by Tenant's neglect shall be repaired at Tenant's expense, payable on demand.
*Noted defects: _____
- PLUMBING:** All plumbing is accepted as clear by Tenant. Any stoppage or blockage during tenancy caused by Tenant's neglect will be repaired at Tenant's expense. Landlord NOT responsible for any damage caused by leaks, overflows or back-ups.
- DISTURBANCE:** Parties are offensive to other Tenants and are NOT permitted. Tenants shall not make nor allow any disturbing noises that will interfere with rights and comforts of other Tenants. Radio, stereo, and television volume shall be at a level so as not to be heard outside of Tenants rental unit.
- INSURANCE:** Landlord maintains fire and liability insurance on premises only. In the event of fire or other unavoidable casualty, Landlord's insurance **DOES NOT** cover Tenant's furnishings or personal property. Tenant shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the apartment. Waterbeds are permitted only with evidence of proper insurance provided to Landlord.
- LIABILITY:** Tenants shall hold Landlord harmless from all claim to persons or property arising out of the use and occupancy of the premises, unless negligence on the part of the Landlord can be proven.
- RIGHT OF ENTRY:** Landlord, or his agent, reserves the right to enter Tenant's apartment AT REASONABLE TIMES with notice, to examine condition thereof, OR WITHOUT NOTICE in situations deemed of an emergency nature. Landlord is always entitled to a key to said apartment for entry.
- KEYS AND LOCKS:** Locks shall not be changed without Landlord's consent. Failure to return keys upon vacating will result in \$75.00 deduction from Tenant's security deposit. There will be a \$25.00 lock out fee on each occasion a representative of Landlord is called to unlock unit, payable at time of entry.
- LATE PAYMENTS:** Overdue rents will not be tolerated. Time is of the essence of this agreement. Rents are due on the 1st day of each month in advance. If unpaid after the fifth (5th) day of the month, Tenant is considered in default of this lease and a demand for rent and notice to quit will be served. Further, rents paid after the fifth (5th) day of the month must be certified check or money order, and are subject to a late fee of \$25.00, due and payable with the rent due. Payments made without the late fee will still be considered in default. Rents remaining unpaid beyond the notice to quit period will be further subject to a penalty charge equal to Landlord's costs and related expenses, minimum charge \$100.00.
- RETURNED CHECKS:** Tenant agrees to pay \$25.00 fee (plus the \$25.00 late fee) as damages for each **DISHONORED CHECK** for additional bookkeeping costs and handling charges. If more than one check is returned, all future rent payments shall be in the form of cash, certified check or money order.
- RENEWAL TERM:** This agreement may be terminated by either party at the end of the initial term with 30 days written notice to the other. If Tenant holds beyond the lease period, Tenants will be considered a Tenant-at-will, subject to the terms and conditions of this lease except, however, the monthly rental may be changed by Landlord at any time with 30 days written notice to Tenant.
- VACATING:** Tenants are required to give a minimum of thirty (30) days notice prior to vacating. Landlord reserves the right to enter apartment, during reasonable hours and with reasonable notice, for display to prospective tenants. Upon Tenant's notice, Tenant agrees to execute landlords "Notice to Vacate" form. Upon vacating, all appliances, carpet and bathrooms must be left in good and clean condition, and all trash removed or the following minimum charges will be deducted from Tenant's security deposit: Stove and oven - \$50; Refrigerator - \$30; Bath - \$50; Carpet - \$25 per room; Trash Removal - \$25. Any unpaid balance at termination will be reported to the Credit Bureau and legal action to pursue collection will be instituted. Landlord shall be entitled to recover the costs of collection and attorney's fees plus 1½% per month interest on the unpaid balance.
- SECURITY, CLEANING AND DAMAGE DEPOSIT:** Landlord acknowledges receipt of \$_____ as security deposit from Tenant. Said deposit and any accrued interest that is required to be paid to Tenant by N.H. Rev. Stat. ann. 477-48V, will be returned to Tenant within 30 days after the end of the tenancy if: (a) all obligations of Tenant have been performed; and (b) apartment is not damaged and is left in its original conditions, normal wear and tear excepted. Security deposit is **NOT TO BE USED AS FINAL RENT**. Tenant agrees to forfeit deposit if premises are vacated prior to at least _____ months occupancy. The deposit is held in Account No. _____ at _____ located in _____.
(bank) (city/state)

NOTICE: TENANT MUST SPECIFY IN WRITING TO LANDLORD WITHIN FIVE (5) DAYS AFTER COMMENCEMENT OF OCCUPANCY ANY CONDITIONS IN APARTMENT NEEDING REPAIR OR CORRECTION FOR WHICH SAID TENANT SHALL BE HELD LIABLE.

19. ADDITIONAL PROVISIONS:

The undersigned Tenant hereby acknowledges receipt of a copy hereof.

LANDLORD: _____ Tenant _____ Date _____

by: _____ Authorized Agent _____ Date _____ Tenant _____ Date _____