

RESIDENTIAL LEASE AGREEMENT

DAVIS COURT APARTMENTS

A. Parties:

Date:

1. Landlord: Davis Court Apartments LLC
1 Briarwood Lane
Durham, NH 03824
2. Tenant(s):

B. Premises:

C. Lease Provisions:

1. Term: The term begins on June 5, 2010 at 10:00am and ends on May 23, 2011 at 12:00pm.
2. Rent: Annual rent of \$ _____ to be paid in twelve (12) monthly installments of \$ _____ each. Each such monthly installment is due and payable on the first day of each month. The final installment, due on the first day of May 2011, shall not be prorated. Rent shall be paid by personal check, cashier's check or money order and mailed to Davis Court Apartments LLC, 1 Briarwood Lane, Durham, NH, 03824, unless otherwise instructed in writing by the Landlord.
3. Late Fee: A late fee of \$50.00 will be assessed if any monthly rent installment is not received by the 5th day of the month and additional late fees of \$50.00 will be assessed for every five (5) days thereafter until all rent has been paid in full.
4. Security Deposit: Landlord acknowledges the receipt of \$ _____ security deposit paid by Tenant(s). The security deposit shall be held by the Landlord in an escrow account in accordance with the Security Deposit Addendum, which is attached hereto and incorporated into this Lease Agreement.
5. Pets: No pets may be kept or brought on the premises.
6. Utilities: The Tenant(s) shall be liable for the cost of all utilities and all utility accounts shall be maintained in the Tenant's name, except for the following utilities, which shall be provided by the Landlord: hot and cold water, sewer and heat in all apartments. (see section # 35 Fuel Surcharge for Tenant's liability for excessive cost of heating fuel). In the premises known as 1, 2, 3, and 4 Davis Court, the tenant(s) are responsible for heat and hot water in accordance with the Oil Budget Agreement, which is attached hereto and incorporated into this Lease Agreement.

Tenant(s) must conserve energy by keeping windows and doors closed, storm windows and doors closed, thermostats set no lower than 60 degrees and no higher than 70 degrees during the heating season (October 15-April 15). Failure to abide by this condition will cause the Tenant(s) to be assessed additional rent of \$20.00 a day for each breach of this condition.

All Tenant(s) shall provide Landlord with their telephone number within five (5) days of obtaining same.

7. Usage; Authorized Occupants; Prohibition Upon Sublease: Tenant(s) agree that the premises are to be used for residential purposes only. No home-based business operation, which requires clients to come to the premises, is allowed.

Other than occasional guests, the premises are to be occupied exclusively by the Tenant(s) named above. Tenant(s) shall not assign nor sublease the premises without prior written consent of Landlord.

8. Right of Entry: The Tenant(s) hereby consent to entry onto the premises by the Landlord or his agent upon 24-hour notice to the Tenant(s) for purposes of inspection, repairs, or showings to prospective tenants or purchasers. Further, the Tenant(s) hereby consent to entry onto the premises by the Landlord or his agent without prior notice in order to make emergency repairs.
9. Repairs: Tenant(s) shall notify the landlord in a timely manner of any maintenance or repairs necessary. Tenant(s) shall be responsible for cost of repairs arising from Tenant(s) misuse, waste or neglect.

Landlord reserves the right to make improvements anywhere on the premises during the term of this Lease.

10. Maintenance: Tenant(s) shall maintain the premises in a clean and orderly fashion. Tenant(s) shall not paint any portion of the premises, nor shall Tenant(s) make any alterations to premises without advance written consent of Landlord. Tenant(s) are responsible to keep all steps, decks, porches, sidewalks and driveways clear at all times. No articles shall be stored in the porches, hallways, stairways, or about the exterior of the apartment building.

No decals or decorations of a permanent nature may be attached to the woodwork, walls or ceilings. The hanging of pictures or other objects must be done in a manner to minimize damage to the wall. No tape may be used on the walls or ceilings. Nothing can be attached to the ceilings.

11. Bankruptcy: This lease, at the option of the Landlord, may be terminated immediately upon the filing of bankruptcy by any Tenant.
12. Insurance: The Landlord does not maintain insurance upon the Tenants' personal property, nor upon the contents within the apartment. It is recommended that the Tenant(s) maintain a Renters Insurance policy throughout the entire tenancy. Tenant(s) shall not engage in any activity or bring any items onto the premises, which will cause an increase in the cost of the Landlord's insurance policy. If so, the Tenant(s) will bear the increase in cost of the Landlord's insurance policy.
13. Breach: A breach shall occur if any monthly rent is not paid in full within five (5) days of its due date, or if the Tenant(s) violate any other provision of this Lease. In the event of a breach, this Lease may be terminated at the option of the Landlord, and the Tenant(s) may be required to vacate the premises in accordance with NH law. All costs incurred by the Landlord in enforcing any provisions of this Lease, including reasonable attorney's fees and court costs, shall be the responsibility of the Tenant(s).
14. Display of Signs: The Landlord or its agent shall have the privilege of displaying the usual "For Rent" or "Vacancy" signs on the premises and showing the property to prospective tenants.
15. Subordination of Lease: This lease and the Tenants' leasehold interest hereunder shall be subordinate to the following: any mortgages, liens, or encumbrances now or hereafter placed on the premises by the Landlord; all advances made under any such mortgages, liens or encumbrances; the interest payable on any such mortgages, liens or encumbrances; and any and all renewals or extensions of such mortgages, liens or encumbrances.
16. Lease Renewal; Holdover: If desired, the Tenant(s) shall execute and return to Landlord a written Lease Renewal by November 1. Said renewal may contain an increase in rent during the renewal term. If Tenant(s) does not renew this lease, then the Landlord may show the premises to prospective new tenant(s).

Should the Tenant(s) remain in possession of the premises with the consent of the Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between the Landlord and the Tenant(s) which shall be subject to all the terms and conditions hereof but may be terminated on thirty (30) days written notice by either party.

Should the Tenant(s) remain in possession of the premises without the consent of the Landlord after the natural expiration of this lease, or after the date specified upon a Notice to Quit, then the rent shall triple during the period of the Tenants' unauthorized holdover.

17. Surrender of Premises: At the expiration of the lease term, the Tenant(s) shall quit and surrender the premises in as good condition as they were at the commencement of this lease, excluding reasonable wear and tear. Any remaining personal property of the Tenant(s) shall be held and disposed of by the Landlord in accordance with RSA 540-A:3 (VII).
18. Indemnification: The Tenant(s) shall defend, indemnify and hold harmless the Landlord from all losses suffered by the Landlord from all claims asserted against the Landlord by any person arising out of alleged acts or omissions of the Tenant(s) while in occupancy of the premises.
19. Notification of Radon Gas: The following notice is being provided pursuant to RSA 477:4-a:

Radon gas, the product of decay of radioactive materials in rock may be formed in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
20. Notification of Lead Paint: The Tenant(s) acknowledge receipt of the attached Notification of Lead Paint and Landlord's Disclosure, together with a copy of the EPA pamphlet entitled, "Protect Your Family from Lead in Your Home."
21. Joint and Several Liability: All Tenant(s) shall be jointly and severally liable for all provisions of this Residential Lease Agreement, and this Agreement shall also be binding upon each Tenant's personal representations, heirs and assigns.
22. Vehicles: A Parking Permit must be purchased from the Landlord. Current parking stickers must be displayed; otherwise the vehicle will be towed at owner's expense. Park only in your assigned space. Do not park or drive on any non-tarred area. The Landlord assumes no liability for any vehicle on the premises. Parking is at tenant's risk.

Unregistered or inoperable vehicles are prohibited. The speed limit is 5 mph.

Tenant(s) will be assessed \$50.00 for each parking violation, including any violation by any of the Tenant's guests.
23. Trash and Recycling: Ordinary household trash may be disposed of by placing it in tied plastic bags and depositing the trash bags in the dumpster provided. Recycling materials shall be disposed of in accordance with Town of Durham regulations. Do not dump hazardous waste material down the sink, toilet, or on the surrounding property. The Tenant(s) shall be responsible for all costs associated with the disposal of furniture, rugs, bedding, discards and the improper disposal of garbage, trash, paint, motor oil, etc.
24. Fire Safety: Tenant(s) must follow all Fire Safety Regulations established now or in the future. No smoking is permitted inside or within 20 feet of any building. The use of candles, kerosene lamps, halogen lights, space heaters, or any open flame device is prohibited. Do not store flammable gasses or liquids in the apartment building. Do not block fire escapes.

Due to increased fire danger, Tenant(s) shall only use light bulbs of 60 watts or less.

Do not remove or disable smoke detectors. An intermittent chirping sound emitted from the smoke detector means the battery is low and must be replaced by the Landlord.

Do not misuse the fire extinguisher and inspect it monthly to insure it is in an operable condition. Any violation of the above fire safety terms shall be grounds for eviction.

Contact the Landlord immediately if you suspect the smoke detector or fire extinguisher is not in an operable condition.

The Tenant(s) shall not activate nor call-in any false alarms to any public safety agency. If it is determined that any Tenant or their guest activated or called-in a false alarm, then the offending Tenant(s) shall be assessed \$ 200.00 per violation and shall be evicted.

The Landlord will pay a \$100.00 reward to any person who provides information, which leads to the arrest and conviction of any person activating a false alarm at any of the Davis Court Apartments.

25. Maximum Social Occupancy: The maximum social occupancy at any time in or about the Premises shall not exceed twice the legal occupancy limit, as set by the Town of Durham. Occasional guests may not stay for more than 48 consecutive hours without the prior written consent of the Landlord. Tenant(s) will be assessed \$200.00 for each violation of this provision.

26. Disturbances: The Tenant(s) and their guests shall not create excessive noise or nuisance which disturbs the other tenants or abutting property owner's right of quiet enjoyment. In the event the Landlord, Landlord's agent, or any law enforcement agency is dispatched to the Premises due to a noise complaint caused by any Tenant or their guest, the Tenant(s) shall be assessed \$200.00 for each such noise violation. Repeated noise violations shall be grounds for eviction.

27. Electrical Reception Devices: No satellite dish, antenna, wires, cables, or other electrical reception devices may be installed without the prior written consent of the Landlord, and only if permitted by local ordinances.

28. Prohibited Items and Activities: The following items and activities are prohibited at all times throughout your apartment ("Premises"), the entire apartment building, parking lot, and lawn area: Waterbeds; fish tanks; washing machines; clothes dryers; dishwashers; portable heaters; halogen lamps, kegs, alcohol bars, table games, alcohol board games, fireworks and other incendiary devices; guns; gas or charcoal grills; signs or banners; social gatherings which exceed the Social Occupancy Maximum limits; washing of vehicles; items hanging out of windows or doors which are visible from outside of the apartment building; adhesive shelf liners; occupying the roof or fire escapes at any time, except for a fire emergency.

Tenant(s) shall be assessed \$200.00 for each violation of this provision.

29. Appliances: The Landlord has provided a refrigerator and stove. The Tenant(s) shall not install or use any additional appliances without the prior written consent of the Landlord.

30. Inspections: A Move-in inspection and Move-out inspection shall be conducted upon occupying and vacating the premises with the Landlord's agent, and the condition of the premises shall be noted in writing.

The Tenant(s) shall notify Landlord's agent immediately of any change in the condition of the premises, which materially affects the habitability of the premises.

31. Drain Stoppages: The Landlord warrants that all drains are in proper working order as of the commencement date of this Lease. The Tenant shall be liable for the cost to unplug and/or repair

drains, which were clogged during the Tenant's occupancy, unless a licensed plumber certifies that the stoppage was caused by a defect in the plumbing system.

- 32. Locks: The Tenant(s) shall not change, replace, or install locks or latches to any door.
- 33. Damage to Common Areas: The cost of repairs to common areas will be assessed to those Tenant(s), who are responsible for said damage, including any damage caused by the Tenant's guests.
- 34. TENANT'S LIABILITY: Tenant(s) are responsible for the actions of their visitors and guests anywhere on the premises.
- 35. Fuel Surcharge: A "Fuel Surcharge" will be applied to all tenants equally throughout the building if the price of the Landlord's bulk fuel exceeds \$ 3.50 per gallon. The total added cost of fuel above \$3.50 per gallon, over the lease period, will be deducted from the security deposit as additional rent. The "fuel surcharge" will be deemed "additional rent". This pertains to apartments in which heat is supplied by the Landlord.
- 36. Personal Guarantee: The Landlord reserves the right to require a Personal Guarantee of each tenant's performance under the Lease Agreement, signed by each tenant's parents, guardian, or other person acceptable to the Landlord to serve a Personal Guarantor of that tenant.
- 37. Waiver: Should the Landlord waive its right to enforce any provision of this Lease, said waiver shall be considered a temporary waiver and it shall not prevent the Landlord from enforcing any provision at a later date.
- 38. Entire Agreement; NH Law: As written, this Lease constitutes the entire agreement between the parties, and cannot be amended unless put in writing and signed by all parties to be held to the terms of any such amendment. This Lease shall be interpreted in accordance with New Hampshire Law and any litigation arising from the tenancy created herein shall be conducted in a court of competent jurisdiction within Strafford County, New Hampshire.
- 39. Acknowledgement: Each Tenant acknowledges that he/she has read this Lease; understands it; agrees with its terms; and has received a copy of same.
- 40. Other provisions: _____

The parties have set their hands on the dates written below:

DAVIS COURT APARTMENTS LLC

By : _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____

TENANT _____ DATE _____