

LEASE AGREEMENT

THIS AGREEMENT DATED <month day, year>.

Robert Boynton, hereafter referred to as **Lessor**, leases to <**Jane and John Doe**>, hereafter referred to as **Lessee(s)**, agree to the leasing of the premises at <**address, city, zip**> by the **Lessee(s)** at a rent of <**charge per month**> payable on the **1st of each month in ADVANCE**.

The lease period commencing on <**month day, year**> and terminating on <**month day, year**>.

- 1. LATE PAYMENT CHARGE:** Lease payment not received by the **third (3rd)** day after it becomes due is considered delinquent, and is subject to a late charge equivalent to **Five percent (5%) of the gross monthly rent, plus an additional charge of Two dollars (\$2.00) per day up to fifteen (15) days**. In addition a Demand for Rent and a Notice to Quit will be issued on the fourth day of the month. **Any monies received or checks post dated after the third (3rd) day of the month will be subject to the same late charges**. Notwithstanding any notation in writing by the **Lessee(s)** at the time of payment, the payment shall be applied to non rent items due, if any, and then to the rent.
- 2. RETURNED CHECK CHARGE:** Any check tendered by **Lessee(s)** to **Lessor** for payment of lease or other charges assessed shall be subject to a returned check charge of **\$50.00** for **Lessor's** administrative costs.
- 3. SECURITY DEPOSIT:** Lessor acknowledges the receipt from the **Lessee(s)** the sum of <**monthly rental charge (\$ 0.00)**> to be held by the **Lessor** or his agent. **Lessor** agrees to return said security deposit within 30 days of the expiration date of this agreement. **Lessee(s)** agrees that all unpaid charges, charges for damages beyond normal wear and tear, or any other debt may automatically be deducted from this deposit. **Lessee(s)** agrees to provide **Lessor** with a forwarding address upon termination of this Lease for any reason. **SECURITY DEPOSIT TO BE HELD BY THE LESSOR.**
- 4. CARE OF PREMISES:** The **Lessee(s)** will not make or allow any additions or alterations to be made in or to the premises without consent in writing of the **Lessor**, nor make or allow the water to be wasted, and at termination of this agreement shall deliver the premises and all property belonging to the **Lessor** in good and **Lessee(s)** able order and condition, reasonable wear and tear excepted. Rubbish is to be properly stored in containers and disposed of by the **Lessee(s)**.
- 5. CLEANLINESS:** The **Lessee(s)** shall maintain the premises in a clean condition.
- 6. IMPROPER USE OF PREMISES:** The **Lessee(s)** will not make nor allow any unlawful, improper noisy or offensive use of the premises, nor permit any nuisance thereon, nor make any use whatsoever thereof other than as a private residence. **SMOKING OR USE OF ILLEGAL DRUGS ON THE PREMISES IS NOT ALLOWED BY ANYONE.**
- 7. KEYS AND LOCKS:** Locks shall not be changed, altered or replaced nor shall new locks be added by the **Lessee(s)** without the written permission of the **Lessor**. Any locks permitted to be installed shall become the property of the **Lessor** and shall not be removed by the **Lessee(s)**. A duplicate key for all locks shall remain with the **Lessor** or his Agent. In the event the **Lessee(s)** locks him/herself out of the apartment there will be a \$25.00 lock out fee between the hours of 9am and 5pm or a \$100 lock out fee if it occurs at any other time.
- 8. UTILITIES:** The Lessor agrees to be responsible for **water and sewer**. The **Lessee(s)** agrees to pay their own electric and gas utilities.

9. **PLUMBING:** The water, waste pipes and drains shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into same; and any damage caused by such misuse shall be borne by the **Lessee(s)**
10. **REPAIRS:** The **Lessee(s)** has examined the premises and is satisfied with its present physical condition. The **Lessee(s)** agrees to maintain the premises during the term of the Lease, and to surrender the premises at the end of the term of this Lease in the same or better condition as it is on the date of this Lease, except for ordinary wear and tear. Any decorating will only be permitted with the written consent of the **Lessor** or his Agent. If the premises are damaged or repairs are required, the **Lessee(s)** will promptly notify the **Lessor** or his Agent. The **Lessor** agrees to perform repairs with reasonable promptness after notice from the **Lessee(s)**, and to pay for repairs required due to ordinary wear and tear or due to causes beyond the **Lessee(s)**'s control. The **Lessee(s)** agrees to pay as additional rent, as soon as the **Lessee(s)** is billed by the **Lessor**, the cost of repair of the premises or any other part of the property, if the damage is caused by the **Lessee(s)** or other permitted occupants of the premises or their visitors (except ordinary wear and tear). No repairs to the premises may be made by anyone except the **Lessor**'s employees, agents or contractors. The **Lessor** is not responsible for any inconvenience or loss due to necessary repairs to the premises, interruption of any utility services, or for any other reason beyond the **Lessor**'s control. The term "Premises" includes, but is not limited to, all appliances provided by the **Lessor** in the premises.
11. **RIGHT TO ENTRY:** The **Lessor** or designated Agent may enter the premises, within **30** days of termination, to show prospective Lessee(s) or to make repairs, provided the **Lessee(s)** is given reasonable notice (i.e. 24 hours or by mutual consent).
12. **SUBLETTING:** The **Lessee(s)** shall not assign nor sublet any part of the whole premises nor permit any other person or persons to occupy the same, nor rent any room therein without first obtaining on each occasion the written consent of the **Lessor**.
13. **INSURANCE:** **Lessor** maintains fire insurance on premises. This insurance does **NOT** cover **Lessee(s)** furnishings and personal property which **Lessor** is **NOT** responsible for in the event of fire or other unavoidable casualty. It is the responsibility of the **Lessee(s)** to obtain their own liability insurance.
14. **DEFAULT:** In the event that **Lessee(s)** shall default under any provision of this lease, **Lessor** may terminate the tenancy by compliance with New Hampshire Revised Statutes Annotated 540:2 as it now exists or in the future.
15. **LIABILITY:** **Lessee(s)** shall hold the **Lessor** and **Lessor**'s Agent harmless from all claims of liability due to injury or death to person or property damage arising from the use and occupancy of the premises by the **Lessee(s)**, **Lessee(s)**'s family, guests, invitees or other persons.
16. **LEASE BREAK:** In the event of a premature Lease termination by the **Lessee(s)**, the **Lessor** may at his option retain the Security Deposit as liquidated damages. If the premature Lease termination results in a rent loss to the **Lessor**, the **Lessee(s)** total rent obligations to the **Lessor** shall be the remainder of the Lease obligation or until otherwise released by the **Lessor** or until the property is re-rented.
17. **COST OF COLLECTION:** If it becomes necessary for **Lessor** to employ an Attorney to enforce **Lessor**'s rights under this agreement or any law of this state. **Lessee(s)** agrees to pay **Lessor** the actual amount of all costs, expenses and Attorney's fees incurred by the **Lessor** in connection therewith, whether or not suit is filed.

18. **REPRESENTATION:** Any statement submitted by **Lessee(s)** in the rental application is to be considered a material inducement to execute this agreement, and the falsity of any part of such statement shall entitle **Lessor** to terminate this agreement. **Lessor** and **Lessee(s)** covenant that this agreement and its stipulated attachments constitute the whole understanding and supersede any preliminary negotiations or agreements and recites the entire consideration between parties.
19. **NOTICE OF INTENT TO VACATE:** **Lessee(s)** must provide written notice of intention to vacate apartment thirty days (30) prior to the expiration of this Lease. Notice must be received by Landlord during the first five (5) days of the month prior to expiration of tenancy. If notice is not received within the first five days of the month the notice will be deemed effective the following month. Under such circumstances **Lessee(s)** shall be liable for an additional month rent beyond the term of this lease. **Lessee(s)** agrees to cooperate with Landlord, Landlord's Agent and employees in showing property to prospective new **Lessee(s)s** during the 30-day period prior to expiration of this Lease.
20. **NAME OF OTHER OCCUPANTS:** The **Lessee(s)** will reside at the unit as his/her primary residence. Permitted other occupants are: **None**.
21. **PETS:** **Lessee(s)** is NOT permitted to have pets of any kind on the premises.
22. **EXPIRATION OF LEASE:** If the lease expires, the requirements of this lease shall apply on a month-to-month basis until a new lease is signed.

LEAD PAINT DISCLOSURE
Housing Rentals and Leases

- Lead Warning Statement -

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessee(s) must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

The **Lessor** makes no disclosures of the presence of lead paint hazard in the dwelling or adjacent areas and are not aware of any known presence of lead hazard. The **Lessor** has no records or reports pertaining to lead based paint hazards in the housing location at: **<street, city, state zip>**

Lessee(s)'s Acknowledgment

The **Lessee(s)** have received the pamphlet "*Protect Your Family from Lead in Your Home*". No information or records relating to any known lead hazards was presence.

Lessor's Acknowledgment

The **Lessor** is aware of their obligation under 42U.S.C. 4582(d) and is aware of their responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Date: _____ Date: _____
Lessor **Lessee(s)**

PARKING OF MOTOR VEHICLES: Three (3) registered and inspected vehicles, owned and registered to the Lessee(s) may be parked on the premises of the Lessor during tenancy. (No unregistered vehicles are allowed to be parked on the premises.)

VEHICLE #1:

Year:

Make:

Plate:

Color:

VIN:

VEHICLE #2:

Year:

Make:

Plate:

Color:

VIN:

VEHICLE #3:

Year:

Make:

Plate:

Color:

VIN:

Lessor must be notified of any changes.

In case of an emergency, please notify:

NAME: Robert Boynton

ADDRESS: 161 Binney Hill Road, New Ipswich, NH 03071

PHONE #: 603-878-3220

All checks will be made payable to:

NAME: Robert Boynton

ADDRESS: 161 Binney Hill Road, New Ipswich, NH 03071

PHONE #: 603-878-3220

_____ Date: _____ Date: _____
Lessor Lessee(s)

_____ Date: _____
Lessee(s)