

MIKE BUNIE, HEREIN CALLED **THE OWNER 'LESSOR'** OF SAID PROPERTY, HEREBY RENTS TO **NAMES**, HEREBY CALLED THE **TENANT(S) 'LESSEE(S)'**, THE PREMISES LOCATED AT **ADDRESS, MANCHESTER, NH 0310X**. ALL RULES/REQUIREMENTS HEREIN ALSO APPLY TO TENANT GUESTS/FAMILY.

THIS IS A LEASE.

1. **Term:** The term of this lease shall begin on the day listed at the foot of this paragraph and terminate **12/31/19**. After the termination of this lease, tenant(s) or owner may terminate this agreement upon written notice to the other party, received no less than thirty (30) days prior to the beginning of the next full month. For example, if the rental agreement is to be terminated by notice on April 15, the term shall not expire until May 31 and Tenant shall owe rent until May 31. This provision in no way limits the Owner from terminating the eviction with less notice pursuant to cause herein or statutory provisions. **Once lease has termed, tenant(s) becomes a month to month (tenant at will), all rules herein continue to apply.** The term of occupancy shall begin on **JAN 22, 2018**. **(Jan Prorate = \$362, due Feb 1st)**
2. **Vacating premises:** The tenant(s) shall give owner written notice in accordance to Section 1 herein, after which the owner or agent may show premises whether or not tenant(s) is present. All tenants mentioned herein must vacate premises together, unless otherwise agreed upon by the owner in writing. Any belongings left at the premises (regardless of where) once tenant(s) have vacated & surrendered possession will be considered **Abandoned Property** and subject to immediate disposal at the tenant's expense.
3. **Rent:** Upon the signing of this agreement, the term rent to be paid by the tenant(s) for the rented premises shall be **(\$1100) due by the first day of each month**. Rent payment to be made payable to: **Mike Bunie** and mailed to: **Address noted in section 26**.
4. **Late Fees:** A late fee of \$5 per day shall be added to rent received after the 1st day of the month. In addition, a \$25 fee will be charged (also added to rent) for any dishonored check.
5. **Security Deposit:** A security deposit of **(\$1100)** shall secure the performance of the tenant's obligations hereunder. Owner may, but shall not be obligated, to apply all or portions of said deposit on account of tenant's obligations hereunder. Tenant(s) shall not have the right to apply the security deposit as payment for any month's rent, including last month of tenancy. Security deposit will be returned to tenant(s) providing:
 - a. Thirty (30) days written notice has been given to owner, noticing tenant's intent to vacate on a date certain.
 - b. There are no unpaid charges, damages or rent or additional rent (including storage fees or fees incurred for the removal of abandoned property left behind by the tenant) due by the tenant in equal to or in excess of the amount of the security deposit; it being the right of the owner to deduct from the security deposit and pay itself there from for unpaid charges, damages or rent.
 - c. The apartment, in its entirety, has been maintained & cleaned to at least move in condition (normal wear and tear accepted) and in accordance with **Appendix A**.

This deposit will be returned to the tenant(s) providing there is no damage to the unit and providing the rent is paid up to date, and providing the terms of this agreement has been met. Should tenant(s) fail to fulfill the terms of this rental agreement, said security deposit will be forfeited and tenant(s) will be responsible for any and all fees associated with the re-renting of the unit. Said fees available upon request. The Security Deposit will be held in an Escrow at the current market rates.
6. **Deposit refunds:** If applicable, the balance of all deposits shall be refunded within thirty (30) days from date possession of notice of vacancy delivered to owner or his/her authorized agent, together with a statement showing any charges made against such deposit. Tenant(s) must provide a forwarding address to receive any such payment.
7. **Multiple occupancy:** It is expressly understood that this agreement is between the owner and each signatory individually and severally. In the event of default by any one signatory the other(s) shall be responsible for the rent payment and all other provisions of this agreement.
8. **Utilities:** Tenant(s) shall be responsible for the payment of ALL utilities and services, EXCEPT **city water and sewer, which shall be paid for by the owner. (If heat is provided by owner, room temp is to be a min of 65F.)**
9. **Appliances/misc:** The appliances/misc. In the said apartment to be used by the tenant but belonging to the owner are as follows; **1 stove, 1 refrigerator**.

10. Interruption service of: Interruption or failure of any service maintained in the building in which premises is located, due to causes beyond owner's control, shall not entitle tenant(s) to claim against the owner or any reduction in rent and shall not constitute constructive eviction unless owner should fail to take such measures, as may be reasonable in the circumstances, to restore the service without undue delay.
11. Use: The premises shall be used as a residency by the undersigned tenant(s) with # **adults (as noted herein) & # children** and for no other purpose without written consent of the owner. Occupancy by guests staying over 15 days will be considered to be in violation of this provision and subject to additional rental fees or cause for eviction at the owner's discretion. There will be # **parking spaces** included as part of said premises for tenant(s) use only. Parking space(s) shall not be sub-leased or used by another party not mentioned herein.
12. Parking: Tenant(s) shall be entitled to parking privileges as set forth above. No tenant may have more vehicles parked on the premises than spaces allowed per above. Assigned parking is based on apartment. This is subject to change as tenant occupancy in the building changes. All other vehicles must be parked off-premises. No automotive repairs are permitted on the premises that take longer than 1 day.
13. House rules: Tenant(s) agree to abide by any and all house rules whether promulgated before or after the execution hereof including but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenant(s) shall not have a waterbed or fish tank greater than 1 gallon on said premises without prior written approval from the owner.
14. Ordinances and statutes: Tenant(s) shall comply with all NH statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be enforced pertaining to the use of the premises. No article or substance shall be kept on the premises which is illegal, noisy, dangerous, or which may increase the risk of the premises. No occupation shall be conducted from the property without specific written permission of the owner. Tenant(s) shall keep the premises clean, sanitary, and shall comply with all laws, health / policy requirements with respect to said premises and appurtenances, and to save the owner harmless from any/all fines. Penalties and costs for violation or noncompliance by tenant(s) with any said laws, requirements, or regulations shall be tenant's responsibility and hold owner free from all liability arising out of any such violation or noncompliance.
15. Maintenance, Repairs, or Alterations: Tenant(s) acknowledges that the premises is clean, in good order, and good repair. The tenant(s) reserve the right, if they choose, to provide a specific list of any pre-existing damages, non-working equipment, and/or abnormalities at the said premises, **no more than five (5) days** after moving in. Said list must be in writing and sent to the owner. List needs to be objective and specific in nature (eg 'Scratches in floor' will not be accepted. However, pictures of damage or specific size/location description of defect would be accepted). The tenant(s) will be responsible for any/all damages, non-working equipment, lack of cleanliness, and/or abnormalities at the said premises unless otherwise captured in this list. If the owner disputes any aspect of the list provided within the 5 days, owner will respond in writing within 5 days of receiving list.
16. Inventory: Owner may, at any time, request inventory verification of fixtures and/or appliances on the premises and tenant(s) shall be deemed to have possession of all said fixtures and appliances in good condition and repair. Tenant(s) shall maintain the premises in a clean and sanitary manner including all equipment, appliances, and fixtures (eg window blinds) therein and shall surrender the same at termination of tenancy in same good condition as received, where normal wear and tear would be excepted.
17. Negligence: Tenant(s) shall be responsible for damages caused by his/her negligence and that of his/her family or guests. Tenant(s) shall keep the property grounds clear of trash & clutter in dwelling as well as outdoors and in common areas. All drains and waste pipes are accepted as cleared by the tenant(s). Any partial, complete drain stoppage, or overflow occurring during the tenancy deemed to be caused by tenant shall be tenant's responsibility with regards to both repair and subsequent damage costs (eg foreign matter being flushed down toilet, excessive hair down tub drain, clogged/overflowed toilet). The owner shall not be responsible for any tenant's personal property damage resulting from any such leaks or overflows, from ANY tenant in the building.
18. Entry, Inspection, and Locks: Locks shall not be changed or added without owner permission. If tenant requests the owner provide key access to the apartment in the event of a lockout, the tenant shall pay a key fee of \$20.00 per incident. This service is at the discretion of the owner. Should the owner not be available to obtain keyed access, a Lock Smith shall be used at tenant's expense. Any damage sustained to premises in order to gain access to the apartment will be the responsibility of the tenant. Owner has the right with tenant permission OR upon at least 12 hours notification, to enter the premises at a reasonable time to inspect, repair, or show the premises. No liability is assumed by the owner when entering during the normal course of business.

Tenant(s) shall permit owner or owner's agents to enter the premises at reasonable times and upon reasonable notice (at least 12 hrs) for the purpose of making repairs, show the premises to prospective tenant(s), purchasers, mortgagees, insurance representatives, or municipal code enforcement officials.

19. Modifications: No modifications shall be made to the premises without the written consent of the owner. Any consented modifications made by tenant shall be at his/her cost. Modifications made by the tenant(s) become the property of the owner, and at the end of tenancy, shall be surrendered to the owner. Owner shall have no obligation to repay tenant nor to offset rent for the costs of tenant modifications.
20. Indemnification: Owner shall not be held liable for any personal property damage or personal injury to tenant(s) or their guests occurring anywhere on the premises (in dwelling or common area). Tenant(s) agrees to hold the owner harmless from any claims for damage or personal injury, no matter how caused.
21. Default: If the tenant(s) fail to pay rent when due, or fails to perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the owner may terminate all rights of the tenant(s) hereunder, unless tenant(s) within such a time cure such default. If the tenant(s) abandons or vacates the property while in default of the payment of rent, owner will consider any property left on the premises to be abandoned property and may dispose of the same in any manner allowed by law. Tenant shall be held responsible for any costs associated with its storage, labor to remove, and/or disposal fees. Such costs are considered damages.

All property on the premises is hereby subject to a lien in favor of owner for the payment of all sums due hereunder, to the maximum extent by law. In the event of a default by tenant(s), owner may elect to a) continue the said agreement in effect and enforce all his/her rights and remedies hereunder, including the right to recover the rent as it becomes due, or b) at any time, terminate all of tenant's rights hereunder and recover from tenant(s) all damages he/she may incur by reason of the breach of the said agreement, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant(s) proved should be reasonable avoided.

22. Legal Fees: If legal action brought by owner against tenant to enforce the terms hereof or relating to the premises, the owner shall be entitled to all costs incurred in connection with such action, including attorney fees for service.
23. Changes in tenant(s) status: Tenant(s) shall furnish owner with current information (updated as situations change) regarding tenant composition, change in vehicles, phone numbers, and any other pertinent information required by owner.
24. Waiver of performance: Failure of owner to insist upon the strict performance of the agreement terms and conditions, or any one of them, shall not constitute or be construed as a waiver or relinquishment of the owner's rights thereafter to enforce any such agreement terms or conditions. Same shall continue to full force and effect.
25. Assignment: This rental agreement and tenancy will not be assignable (sub-let) by the tenants without obtaining written consent by the owner. However, this rental agreement may be assigned & assumed by a new owner without consent of any kind from the tenants.
26. Notices: Any written notices or communication from either party shall be delivered by ordinary mail, emailed, hand delivered, or left at the tenant's abode. Although text messaging is a form of communication, it will not be accepted as a formal 'Written Notice' by owner. Emergency calls shall be orally delivered to:

Michael Bunie (603) 759-6199 [For emergencies only, call (603) 472-5501]

PO Box 1031

Merrimack, NH 03054

27. Insurance and liability: The owner strongly encourages tenant(s) carry their own renter's insurance to cover their personal property. Owner will not liable for any tenant loss sustained due to fire/water/structural damage, burglary, vandalism, theft, or malicious mischief on or about the premises. If tenant(s) cause any type of owner property damage (such as water, smoke, or fire) to their apartment, other apartments, or common areas, the tenant(s) will be held responsible for any/all damage due to tenant negligence. Carrying a renter's insurance policy helps to protect you against such potential liabilities.

Additional Provisions

1. NO ARTICLES BELONGING TO TENANT(S) ARE TO BE LEFT IN THE HALLS, YARD, PORCHES, OR OTHER COMMON AREAS UNLESS PERMITTED BY OWNER IN WRITING.
2. OUTDOOR HANGING OF CLOTHING OR OTHER ITEMS ARE PROHIBITED.
3. NO WINDOW COVERING DEEMED IN APPROPRIATE BY OWNER.
4. NO ALTERATIONS, ADDITIONS, OR CHANGES TO PREMISES BY TENANT(S). ANY CUP HOLDERS, TOWEL BARS, SHELVINGS, OR OTHER ATTACHED CONVENIENCES SHALL REMAIN AT TERMINATION OF TENANCY AND BECOMES PROPERTY OF OWNER.
5. **PORTABLE** DISHWASHERS, WASHING MACHINES, AND DRYERS MAY NOT BE INSTALLED OR USED IN APARTMENT.
6. PARKING ON THE PREMISES IS LIMITED ONLY TO THE AREA SPECIFICALLY DESIGNATED BY THE OWNER. VEHICLES MUST BE MOVED DURING SNOW REMOVAL OPERATIONS. ONLY ROADWORTHY, OPERATIONAL, REGISTERED, NON-LEAKING VEHICLES OWNED BY TENANT(S) ARE ALLOWED ON PROPERTY. FAILURE TO COMPLY MAY RESULT IN TOWING AT TENANT EXPENSE. NO BOATS, TRAVEL TRAILERS OR RECREATIONAL VEHICLES ALLOWED ON PROPERTY WITHOUT WRITTEN PERMISSION FROM OWNER. NO VISITOR/GUEST PARKING IS ALLOWED IN PARKING AREA.
7. NO DOGS, CATS, OR ANY OTHER PETS (EVEN JUST VISITING) ARE NOT ALLOWED ON THE PREMISES UNLESS SPECIFICALLY APPROVED BY THE OWNER IN WRITING.
8. TELEVISION, MUSIC, OR OTHER NOISE SHALL BE KEPT AT ROOM VOLUME ONLY, SPECIFICALLY AFTER 10PM AND BEFORE 9AM.
9. TENANT(S) ARE NOT ALLOWED TO PAINT ANY PORTION OF THE PREMISES UNLESS APPROVED BY OWNER.
10. TENANT(S) SHALL PLACE ALL TRASH IN THE PROPER RECEPTACLES, NOT ON GROUND. NO TRASH LEFT IN COMMON AREAS ALLOWED. IT IS THE TENANT'S RESPONSIBILITY TO BRING THE TRASH TO DESIGNATED AREA AND BE HELD RESPONSIBLE FOR ANY DISPOSAL FEES FOR ANY TRASH NOT REMOVED BY CITY (DURING OR AFTER TENANCY).
11. NO OPEN FLAME GRILLS ON PORCHES, PATIOS, DECKS, OR UNDER BUILDING STRUCTURES ARE ALLOWED. IF USED OUTSIDE, THEY MUST BE AT LEAST 10 FEET FROM ANY STRUCTURE.
12. NO SMOKING ALLOWED IN APARTMENT, ANY SMOKING IS TO BE DONE OUTDOORS. TENANT IS RESPONSIBLE FOR ANY/ALL DAMAGES DUE TO SMOKE IN OR ABOUT THE PREMISES. THIS INCLUDES BUT NOT LIMITED TO, SMOKE STAINED WALLS/CEILINGS, SMOKE ODORS, BURNS, ETC.
13. TENANTS ARE NOT TO CONDUCT IN ANY UNLAWFUL/ILLEGAL ACTIVITY WHILE ON PREMISES.

Owner

Date

Tenant

Date

Tenant

Date

APPENDIX A
MOVE-OUT CLEANING EXPECTATIONS

Upon your move in, the below list outlines & represents cleaning conducted. Upon departure, the same is expected. If the unit is not adequately cleaned as described below, you will be charged for any cleaning costs necessary to restore/obtain this level of cleanliness. As such, any such costs will be considered damages and will be deducted from your security deposit. In addition, apartment is to be left completely empty of all personal property.

Sweep or vacuum and hot mop all hard floors.

Vacuum all carpets, in wall edges/corners (in closets as well).

Vacuum dust/cob webs everywhere (baseboards to walls, corners, to ceilings, ceiling fans/light fixtures).

Clean all window sills and sill traps (between sill and screen).

Window glass (inside only).

Spot wash walls, trim, door casings, & baseboards so they're free of dirt, smudges, hand marks, & other removable marks using hot water and sponge (careful not to remove paint).

Wipe switch/outlet covers so they're free of dirt.

Remove any dirty light fixture glass and rinse out dust/bugs.

Hot water clean all cabinet/drawer faces. Vacuum in all drawers/cabinets.

Clean counter tops, kitchen sink, and any fixtures.

Clean tub, tub surround, toilet (inside and out), bath sink, sink top surface, medicine cabinet (in/out), & any fixtures.

Clean appliances thoroughly inside/out, behind, and under if able to move.

Heating units/appliances shall be cleaned and free of dust/dirt.

Any other areas used during tenancy shall be broom cleaned (eg porch, outside storage closet, garage, etc)

The apartment will be inspected after your move out and possession/keys are surrendered. If the apartment is left in the proper clean condition, you will forfeit no part of the security deposit due to cleaning. It is to your benefit to follow the move-out cleaning list above.

**DISCLOSURE OF INFORMATION
ON LEAD- BASED PAINT AND/OR LEAD-BASED HAZARDS**

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 managed properly.

Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead based paint and/or lead-based paint hazards in the dwelling. Tenant(s) must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER'S DISCLOSURE

(A) Presence of lead based paint and/or lead-based paint hazards (check **(I)** or **(II)** below).

(I) _____ known lead-based paint and/or lead based paint hazards are present in the housing (explain):

(II) _____ owner has no knowledge of lead-based paint hazards in the housing.

(B) Records and reports available to the owner (check **(I)** or **(II)** below).

(I) _____ owner has provided the tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(II) _____ owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT (initial).

(C) _____ tenant(s) has received copies of all information listed above.

(D) _____ tenant(s) has received the pamphlet "protect your family from lead in your home."

CERTIFICATION OF ACCURACY

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

(Owner)

Date

(Tenant)

Date

(Tenant)

Date