



**Residential Lease-Rental Agreement and Deposit Receipt**

RECEIVED FROM \_\_\_\_\_ Hereinafter referred to as Tenant,

The sum of \_\_\_\_\_ evidenced by personal check #

a deposit which, upon acceptance of this rental agreement, the Owner of the premises, herein referred to as Owner, shall apply said deposit as follows:

Rent from

Security Deposit (not to be used for last month rent)

Total

TOTAL RECEIVED BALANCE

**BALANCE SHOWN ABOVE MUST BE PAID PRIOR TO OCCUPANCY**

**In the event that this agreement is not accepted by the Owner or his authorized agent, within 10 days, the total deposit received shall be refunded.**

Tenant hereby offers to rent from the Owner the premises situated in the Town of \_\_\_\_\_, County of Grafton, State of New Hampshire, described as follows \_\_\_\_\_ consisting of \_\_\_\_\_ In the event that this agreement is not accepted by the Owner or his authorized agent, **within 10 days**, the total deposit received shall be refunded.

**TERM** The term hereof shall commence \_\_\_\_\_ and continue until \_\_\_\_\_ for a total rent of \_\_\_\_\_ Rent shall be \_\_\_\_\_ per month, payable in advance, on the first day of each month. Payments shall be made to: \_\_\_\_\_

**Telephone** \_\_\_\_\_ If rent is not paid **within 5 days after due date**, Tenant agrees to pay a **late charge of \$25.00**, Tenant further agrees to **pay \$30.00 for each dishonored bank check**. The late charge period is not a grace period and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to 1 1/2% interest per month or the maximum rate allowed by law and any court costs involved in the rightful collection of same.

**1. MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this agreement.

**2. UTILITIES:** The Tenant shall be responsible for all utilities.

**3. USE:** The premises shall be used exclusively as a residence for \_\_\_\_\_ persons. Guests staying more than a total of **14 days** in a calendar year without written consent of Owner shall constitute a violation of this agreement.

**4. ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner.

**5. HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees 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, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.

**6. ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all condo associations, municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

**7. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.

**8. MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing **within five(5) days after receipt** of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishing therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

**9. INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.

**10. DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them un-tenantable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given **within fifteen (15) days after occurrence** of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then Owner only shall have the right to termination. Should this right be exercised by Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

**11. ENTRY AND INSPECTION :** Owner or his agent shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual buyers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and at least 24 hours prior notice to Tenant.

**12. INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage is the proximate result of negligence or unlawful act of Owner, his agent, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by willful act or negligence of Lessor, his agents or employees. Owner's insurance does not cover Tenant's personal property and it is **recommended that Tenant purchase Renter's insurance**.

**13. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement thereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within **3** days of the commencement of the term hereof.

14. **DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than **three days of written notice** of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises shall be subject to lien for the benefit of Owner securing the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his 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 all damages he may incur by reason of the breach of the lease, 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 proves could be reasonably avoided.

15. **SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to the tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held by:

16. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within 30 days of date possession is delivered to Owner or his/her authorized Agent, together with a statement showing any charges made against such deposits.

17. **ATTORNEY'S FEE AND COSTS:** In any action or proceeding involving a dispute between Owner, Tenant and/or Broker arising out of the execution of this agreement, or to collect commission, or to enforce the terms and conditions of this agreement, or to recover possession of the premises from Tenant, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees and all other costs incurred in connection with such action on proceedings, to be determined by the court or arbitrator(s).

18. **WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.

19. **NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.

20. **HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall become a month to month tenancy at a monthly rent of \$\_\_\_\_\_ payable in advance and otherwise subject to the terms hereof, as applicable, until either party shall terminate the same by giving the other party **thirty (30) days written notice**.

21. **TIME:** Time is of the essence of this agreement.

22. **FAIR HOUSING:** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

**ADDITIONAL TERMS AND CONDITIONS**

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties execution hereof:

Exhibit A: none  
Exhibit B: none

COLDWELL BANKER OLD MILL PROPERTIES  
Durward J. Miller, Jr. Broker

Agent \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMISSION AGREEMENT ON SALE NOTICE:** The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

If a sale or exchange of the real property subject to this lease is made to the Tenant or any member of Tenant's family during the term of this lease or **within 180 days after termination of occupancy**, Owner agrees to pay Broker named above a commission of **7%** of the sale price or exchange value. This agreement will not limit the rights of the Broker provided for in any listing or other agreement which may be in effect between Owner and Broker. In any action for commission the prevailing party will be entitled to reasonable attorney fees.

**ACCEPTANCE**

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Owner \_\_\_\_\_ Date \_\_\_\_\_