

**LEASE AGREEMENT
2009-2010**

APARTMENT NO.: _____

BUILDING: _____

1. PARTIES.

Lessor: **Rivers Edge Apartments, LLC,** _____.
Tenant:

Name #1: _____ Year Graduating: _____

Home Address: _____

CITY: _____ STATE: _____ ZIP: _____

Home Phone: _____ Social Security Number: _____

Cell Phone: _____

Name #2: _____ Year Graduating: _____

Home Address: _____

CITY: _____ STATE: _____ ZIP: _____

Home Phone: _____ Social Security Number: _____

Cell Phone: _____

2. PREMISES.

The Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, has demised and leased to Tenant

Apartment No.: _____, Building: Rivers Edge Apartments, located at

277 Main Street, Durham, NH 03824. (hereinafter "Leased Premises"), said Leased Premises to be used exclusively by Tenant for residential purposes only.

3. TERM.

The term of this Lease Agreement shall commence on **June 1, 2009** at noon, and shall end on **May 21, 2010** at noon, at a rental amount of _____ for the entire term, said rent being payable as described in paragraph 4.

4. PAYMENTS.

Tenant jointly and severally promise to pay LESSOR a rental for said premises, in the amount of \$_____.

Rental payments shall be due in advance as follows:

\$_____ **due on or before June 1, 2009**

\$_____ **due on or before September 1, 2009**

\$_____ **due on or before January 1, 2010**

All rental payments and other charges under this Lease Agreement, shall be made to Lessor. Payments shall be made by check, money order, or cash, made payable to Rivers Edge Apartments, LLC. Tenant shall indicate on each payment the building name, apartment number, and Tenant name.

5. SECURITY DEPOSIT.

Tenant shall deposit with Lessor \$_____ (\$650.00 per person executing this Lease Agreement) at the signing of the lease, to be held as security deposit by Lessor for the faithful performance by Tenant of the terms of this Lease Agreement. Said security deposit to be returned to Tenant on the full and faithful performance by Tenant of the provisions of this Lease Agreement.

6. NUMBER OF OCCUPANTS.

Tenant agrees that the Leased Premises shall be occupied by no more than 2 people, without the prior, express, and written consent of Lessor.

7. ASSIGNMENT AND SUBLETTING.

Tenant shall not, during the term of this Lease Agreement, directly or indirectly assign, transfer, pledge, sell or otherwise encumber all or any part of the Leased Premises, or sublet the Leased Premises or any part of the Leased Premises without Lessor's prior, express, and written consent. Consent by Lessor to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting.

8. SHOWING LEASED PREMISES FOR RENTAL.

Tenant hereby grants permission to Lessor to show the Leased Premises for rental purposes at reasonable hours of the day, provided that Lessor provides Tenant with twelve (12) hours notice prior to said showing.

9. ENTRY INTO LEASED PREMISES FOR INSPECTION, REPAIRS AND ALTERATIONS.

Lessor shall have the right to enter the Leased Premises for inspection under the terms of the *Rules and Regulations of the Apartments*. Lessor shall provide twelve hours notice prior to inspection, or to show the property to prospective tenants, except in cases of an emergency. Lessor shall have the right to enter the Leased Premises whenever necessary to make repairs and alterations of the Leased Premises or of the building, or if accompanied by Durham Police, Fire and code enforcement officials for compliance inspections.

10. UTILITIES.

Lessor shall provide and maintain following utilities: heat, hot water, electricity, basic cable TV and wireless high speed Internet.

11. REPAIRS, REDECORATION, OR ALTERATIONS.

Lessor shall be responsible for repairs to the interior and exterior of the building, provided however, repairs required through damage caused by Tenant shall be charged to Tenant. Said charges shall be paid by Tenant as additional rent, or, if Lessor chooses, as a deduction from the security deposit. It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes in the Leased Premises without in each case first obtaining the written consent of Lessor. Consent to a particular alteration, addition, improvement, or change shall not be deemed consent to or waiver of restrictions against alterations, additions, improvements, or changes in the future. All alterations, changes, and improvements built, constructed, or placed in the Leased Premises by Tenant, with the exception of fixtures removable without damage to the Leased Premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Tenant, be the property of Lessor and remain in the Leased Premises at the expiration or earlier termination of this Lease Agreement.

12. WASTE, NUISANCE, OR UNLAWFUL USE.

Tenant shall not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance on the Leased Premises, or use or permit the Leased Premises to be used in an unlawful manner.

13. WAIVERS.

A waiver by Lessor of a breach of any covenant or duty of Tenant under this Lease Agreement is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

14. TENANT HOLDING OVER.

Lessor and Tenant hereby agree that any holding over by Tenant under this Lease Agreement, without Lessor's written consent, shall be considered a tenancy at will which may be terminated by Lessor.

15. PARKING.

Tenant shall not park, or permit any vehicle to be parked, upon any premises owned by the Lessor, unless Tenant has obtained a permit under the *Rules and Regulations of the Apartments*.

16. REDELIVERY OF LEASED PREMISES.

At the end of the term of this Lease Agreement, Tenant shall quit and deliver up the Leased Premises to Lessor in as good a condition as it was at the commencement of the lease term, ordinary wear, tear, and damage by the elements excepted.

17. DAMAGES AND REPAIRS.

Tenant shall promptly notify Lessor of any damages to the premises noticed by Tenant. Tenant shall notify Lessor of all non-emergency requests for repairs, at its place of business between the hours of 8:00 am and 5:00 pm, Monday through Friday. Tenant shall pay service charges for service calls made outside of these business hours, if Lessor determines, in its sole discretion, that the emergency request for repairs was not necessary.

Tenant shall notify Lessor of all requests for emergency repairs as soon as possible. Tenant shall be liable for all damages incurred as a result of Tenant's failure to promptly notify Lessor.

Lessor shall provide Tenant, if available, with notice of any damages noticed by Lessor.

Tenant shall not make any repairs unless specifically authorized by Lessor to do so, in writing. Lessor may, in its sole discretion, allow Tenant to make repairs. Tenant shall make all repairs within twenty-four (24) hours of written authorization from Lessor. If Tenant does not make such repair within twenty-four (24) hours, or fails to make the repair in a workmanlike manner, Lessor shall, at its option, make the repair. Tenant shall be responsible for all costs of repair for any damage to the Leased Premises caused by the act or negligence of the Tenant or Tenant's guests.

Tenant shall make payment to Lessor within five (5) days of written notice by Lessor of the costs of repair or service charges.

All Tenants in any building shall be responsible jointly and severally for damages that occur to the interior of the building, such as hallways, exterior of the building, closing and locking of the exterior

entry door, litter, blocking of the dumpster, and the cost of taking items to the landfill that have not been disposed of properly.

18. ADMINISTRATIVE COSTS.

Administrative costs include without limitation, staff time, and office expenses. Tenant should refer to the *Rules and Regulations for Apartments* for specific charges for administration.

19. DEFAULT.

If Tenant defaults in the payment of rent or any part of the rent at the times specified above, or if Tenant defaults in the performance of or compliance with any other term or condition of this Lease Agreement, or of the *Rules and Regulations for Apartments*, the Lease Agreement, at the option of the Lessor, shall terminate and be forfeited, and Lessor may reenter the Leased Premises and retake possession and recover damages, including costs and attorney fees. Tenant shall be given five days written notice of any default or breach. Termination and forfeiture of the Lease Agreement shall not result if, within five days of receipt of such notice, Tenant has corrected the default or breach. If Tenant fails to correct the default or breach, Lessor shall be entitled to all of its remedies at law or equity.

20. NON-LIABILITY AND INDEMNIFICATION.

Lessor shall not be liable for any damages to the person or property of the Tenant, or that of Tenant's guests. Lessor shall not be responsible for any personal injuries or damages claimed by any Tenant, or guest of Tenant, caused by the act or omission of any Tenant or guest of Tenant, within the Leased Premises.

Tenant agrees to indemnify and hold harmless Lessor from and against any and all claims arising from Tenant's use of the Leased Premises, or from the conduct of Tenant's activities, work or things done, permitted or suffered by Tenant in or about the Leased Premises, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease Agreement, or arising from any negligence of the Tenant or any Tenant's agents, contractors, employees, or family members or guests, and from and against costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought against Lessor by reason of any such claim and, Tenant, upon notice from Lessor, shall defend any such claim at Tenant's expense.

21. DESTRUCTION OF LEASED PREMISES AND EMINENT DOMAIN.

In the event that the Leased Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the Leased Premises are taken by eminent domain, this Lease Agreement shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this Lease Agreement. The rental shall then be accounted for between Lessor and Tenant up to the time of such injury or destruction or taking of the Leased Premises, Tenant paying up to such date and Lessor refunding the rent collected beyond such date. Should a part only of the Leased Premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by negligence of Tenant, the rental shall abate in the

proportion that the injured part bears to the whole Leased Premises. The part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Lease Agreement continue according to its terms. Any condemnation award concerning the Leased Premises shall belong exclusively to Lessor.

22. DELAY IN OR IMPOSSIBILITY OF DELIVERY OF POSSESSION.

In the event that possession of the Leased Premises cannot be delivered to Tenant on the commencement of the lease term, through no fault of Lessor or Lessor's agents, there shall be no liability on Lessor or Lessor's agents, but the rental provided in this Lease Agreement shall abate until possession is given. Lessor or Lessor's agents shall have thirty (30) days in which to give possession, and if possession is tendered within that time, Tenant agrees to accept the Leased Premises and pay the rental provided in this Lease Agreement. In the event that possession cannot be delivered within that time, through no fault of Lessor or Lessor's agents, then this Lease Agreement and all rights under this Lease Agreement shall be at an end.

23. BINDING EFFECT.

The covenants and conditions contained in this Lease Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this Lease Agreement, and all covenants are to be construed as conditions of this Lease Agreement.

24. GOVERNING LAW.

Tenant agrees that any suit brought by and party hereto relating to this Lease Agreement shall be brought in a court of competent jurisdiction located in the State of New Hampshire and County of Strafford, and Tenant hereby consents to venue in such court. This Lease Agreement shall be construed, enforced and performed in accordance with the laws of the State of New Hampshire without reference to the principles of conflicts of Laws.

25. NOTICES.

Any notice, bill, statement, amendment to the *Rules and Regulations of Apartments* or other communication relating to this Lease Agreement shall be deemed given if in writing, and delivered, or mailed, to Lessor or Tenant. Tenant's address shall be deemed to be the Leased Premises, or if prior to the lease term, then Tenant's home address as listed in this Lease Agreement. Lessor's address is 277 Main street, Durham, NH 03824. Lessor or Tenant may change its address by delivering or mailing a notice providing the address change. If Tenant refers to more than one person, then any notice, bill, statement, or amendment to the *Rules and Regulations of Apartments*, delivered or mailed to any one Tenant shall be deemed to have been duly given or mailed to all persons signing this Lease Agreement.

26. ATTORNEY FEES.

Tenant shall pay all reasonable attorney fees, costs, and expenses on behalf of Lessor, incurred in enforcing the performance of this Lease Agreement, including without limitation such expenses, costs and reasonable attorney fees incurred in any eviction action, collection action, any action in which Lessor is made a party to litigation Tenant instituted by a third party relating to the Leased Premises. Tenant shall pay said fees, costs and expenses whether or not litigation is prosecuted to judgment. The

payment of all attorney fees, costs and expenses required hereby shall be made to Lessor as additional rent and shall be due in full on the next regular date for a rental payment.

27. BROKERAGE.

Lessor and Tenant represent that no broker, or real estate agent, has brought about this Lease Agreement, and that no fees, commissions, or charges are due to any third party in connection with this Lease Agreement. In the event that Tenant has negotiated with, or engaged, a broker or agent in connection with this Lease Agreement, Tenant shall be solely responsible to pay any and all fees, commissions, or charges due in relation thereto.

28. MODIFICATION.

Any modification of this Lease Agreement shall be binding only if evidenced in writing and signed by both Lessor and Tenant. Oral statements shall not be binding upon Lessor or Tenant. If any provision of this Lease Agreement is held to be invalid, the remaining provisions shall remain in effect.

29. PARAGRAPH HEADINGS.

The paragraph headings, captions, capital letters, underlines, and bold print used in this Lease Agreement are solely for the convenience of Lessor and Tenant and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

30. DEFINITIONS.

Tenant: Each person who executes as Tenant. The act of or notice from, or notice or refund to, or the signature of any one or more of such persons, with respect to the tenancy of this Lease Agreement, including, but not limited to, any renewal, extension, expiration, termination, or modification of this Lease Agreement, shall be binding upon each and all of the persons executing this Lease Agreement as Tenant and those on whose behalf such persons are acting with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

Joint and several liability: A sharing of liability, so that each Tenant may be held liable for the total amount of the Lease Agreement. Each of those considered to be Tenant under this Lease Agreement shall be jointly and severally liable for keeping, observing, and performing all of the terms, covenants, conditions, provisions, and agreements of this Lease Agreement to be kept, observed, and performed by Tenant.

31. ACKNOWLEDGEMENT OF RECEIPT.

Tenant acknowledges receipt of the *Rules and Regulations of Apartments*, and said *Rules*, and any subsequent amendments, are hereby incorporated into this Lease Agreement.

The undersigned acknowledge full understanding and acceptance of this Lease Agreement.

Dated: _____
_____ Rivers Edge Apartments, LLC.

Dated: _____
_____ Tenant

Dated: _____
_____ Tenant