

# SAMPLE LEASE

PARTIES:

LESSOR: Lessor's name

LESSEE(S): Your Name

## TERM

This LEASE term is from \_\_\_\_\_.

## MEANING OF "LESSOR" AND "LESSEE"

The term "LESSOR", as used in this LEASE, shall include their representatives, agents, executors, administrators, successors, heirs, and assigns.

The term "LESSEE", as used in this LEASE, shall include any person whose signature appears on the LEASE and who occupies the leased property in exchange for rent monies.

## WITNESSETH

1. LESSOR in consideration for the rent reserved herein to be paid by LESSEE(S), and in consideration for the other covenants, agreements, and conditions herein to be kept, performed, and observed by LESSEE(S), does hereby lease unto LESSEE(S), JOINTLY AND SEVERALLY, **House/Apartment (Description and Address)** in the Town of **Durham/Dover/Newmarket**, County of Strafford, State of New Hampshire, to be used and occupied by the LESSEE(S) as a private residence, and for no other purpose.
2. LESSEE(S), in consideration for the demise of the said premises and in consideration for the covenants and agreements herein made by the LESSOR, do(does) hereby JOINTLY AND SEVERALLY promise to keep, perform, and observe each and all the covenants and agreements hereinafter contained, and does JOINTLY AND SEVERALLY promise to pay LESSOR a rental for said premises, the sum of \$\_\_\_\_\_ **in lawful money of the United States, PAYABLE AND DUE AS FOLLOWS: monthly rent of \$\_\_\_\_\_ is due on the 1<sup>st</sup> of each month for the term of the lease. Security deposit is due at the signing of the lease in the amount of \$\_\_\_\_\_.**

## SECURITY DEPOSIT

3. LESSEE(S) shall post with LESSOR, as a deposit against any claims which LESSOR may have for damage, cleaning, and/or repairs arising under this LEASE, the sum of \_\_\_\_\_ **HUNDRED AND \_\_\_\_\_ DOLLARS** (\$000.00) in lawful money of the United States. It is expressly understood that said damage deposit does

not de-limate the extent of damages recoverable by the LESSOR.

Within 30 days from the termination of the LEASE, LESSOR shall refund the security deposit plus interest, if any as follows:

- (a) Interest shall be paid only if the security deposit is held for one year or more, and shall be computed at the actual rate paid by the institution holding the funds.
- (b) Lessor shall deduct from the security deposit unpaid financial obligations of LESSEE(S). LESSOR shall provide LESSEE(S) a written itemization of such deduction(s).
- (c) LESSOR shall deduct for damages to the premises or location caused by LESSEE (S) or his/her/their guests, excepting damages that LESSEE(S) notified LESSOR in writing about within ten day of the beginning of the LEASE. If LESSOR deducts such damages from the security deposit, LESSOR shall provide LESSEE (S) with a written itemized list of such damages, indicating the nature of the damage, the needed repairs, and itemized invoices or estimates of the cost of such repairs.
- (d) If LESSEE(S) disagree(s) with LESSOR's calculation of the security deposit refund, LESSEE(S) shall notify LESSOR within ten days of receipt of the refund and itemization.
- (e) LESSOR shall make any security deposit refund payable to the individual(s) who originally paid the deposit. Delivery of such refund to any LESSEE relieves LESSOR of any responsibility for the payment to other LESSEES.
- (f) LESSOR may keep the security deposit plus interest free and clear of LESSEE (S)' rights if LESSEE(S) fails to notify LESSOR of a new address and fails to claim the security deposit within six months of the LEASE termination.

#### **PAYMENT OF RENT**

4. All payment of rent and/or security deposit shall be made in cash or payable to Lessor's name at location or at such other place as LESSOR may designate in writing.

#### **DELIVERY OF PREMISES**

5. If LESSEE(S) shall be unable to enter into and occupy the premises leased at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holding over of previous occupants of said premises, or as a result of any cause or reason beyond the direct control of the LESSOR, LESSOR shall not be liable in damages to the LESSEE(S) during the period in which the LESSEE(S) shall be unable to occupy said premises as hereinbefore provide and the rent shall be abated. If LESSOR is not able to deliver possession to said LESSEE(S) within ten days of the date named for the commencement of said term, LESSEE(S) may cancel the terminate this lease.

#### **FURNISHINGS**

6. LESSOR shall furnish the following: \_\_\_\_\_.

### **CONDITION OF PREMISES**

7. LESSEE(S) accept(s) said premises in their present condition and agrees to keep said premises in good, clean condition; to make no alterations or additions to the same; to commit no waste thereon; to obey all laws and ordinances affecting the premises; to replace all glass broken or cracked; to repay the LESSOR the replacement cost and labor of all repairs; and, to surrender the premises at the termination of the LEASE in like condition as when taken. LESSOR assumes no liability for property left in or around said premises after expiration of this LEASE. Any items left will be removed and disposed of at the LESSEE(S)' expense. 7(a). LESSEE(S) shall return within ten (10) day a completed inspection sheet. LESSOR will assume condition of all components of unit to be in excellent condition if LESSEE(S) fail(s) to return inspection sheet. All LESSEE(S) must sign the inspection sheet.

### **UTILITIES**

8. LESSEE(S) *rentals may vary.*

### **PLUGGED DRAINS**

9. LESSEE(S) shall be responsible, and shall pay, for the repair of any plugged drains in toilets, dishwashers, garbage disposals, or sewer lines on the premises.

### **SNOW REMOVAL**

10. LESSOR shall be responsible, and shall pay, for the removal of snow from the driveway; LESSEE(S) shall be responsible, and shall pay, for any other snow removal. LESSEE(S) agree(s) to cooperate with snow removal process.

### **YARDS AND LAWNS**

11. LESSOR shall be responsible, and shall pay, for the maintenance and care of all yards, which are a part of the demised premises. Neither LESSEE(S), nor their friends, guests, or visitors, shall park any vehicle(s) on any non-tar areas which is/are a part of these premise or of any other premises belonging to the LESSOR. LESSEE(S) will be billed for the removal of any debris that accumulates around the exterior of their unit. Bicycles/motorcycles/vehicles and rubbish barrels with lids and barbecue grills are allowed on the exterior of the unit. LESSOR will remove, without notice, any other items and LESSEE(S) will be billed for said removal.

### **QUIET ENJOYMENT**

12. LESSEE(S), upon payment of the rent in the manner aforesaid, performance of all the covenants, agreements, and conditions, and observance of all rules and regulations,

shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

### **RIGHT OF RE-ENTRY**

13. LESSOR may, at any time, with pass key or otherwise, enter the said premises to make emergency repairs; LESSOR may enter the demised premises at reasonable times after gaining permission from LESSEE(S) to make repairs deemed by LESSOR essential to the use and occupation of the building.

### **PARTIAL EVICTION**

14. In the event of a partial eviction occasioned by LESSOR's act or neglect which does not materially affect the beneficial use by LESSEE(S), the obligation to pay rent shall not abate but possession shall be restored or the rental reduced proportionally at the option of LESSOR.

### **DESTRUCTION OF PREMISES**

15. In case of partial destruction or injury to said premises by fire, the elements, or other casualty, LESSOR shall repair the same with reasonable dispatch after notice to him of such destruction or injury. In the event said premises are rendered totally untenable by fire, the elements, or any other casualty, or in the event the building of which the demised premises are a part (though the demised premises may not be affected) are so injured, or destroyed, that LESSOR shall decide within a reasonable time not to rebuild, the term hereby granted shall cease at, and rent shall be paid up to, the date of such injury or damage. LESSOR is not responsible for temporary housing for displaced residents for any reason.

### **CONDEMNATION**

16. If the whole or any part of the said premises hereby leased shall be taken by any authority for any public or quasi-public use or purpose, then the term hereby granted shall cease at, and the rent shall be paid to, the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to, and be the property of the LESSOR.

### **NON-LIABILITY OF LESSOR**

17. LESSOR shall not be liable for any damage or injury to LESSEE(S) nor to LESSEE (S) family(ies), guests, agents, or employees, nor to any person entering the premises of the building of which the premises are a part or goods or chattels therein, resulting from any defect in the structure or the equipment comprising the premises, or from any

defect in the structure of equipment comprising the building of which the premises are a part. LESSEE(S) shall indemnify LESSOR and save him harmless from any and all liability, damages, fines, penalties, and costs arising from LESSEE(S)' violation(s) or noncompliance(s) with any law(s), ordinance(s), rule(s), regulation(s), or requirement (s). LESSEE(S) shall indemnify LESSOR and save him harmless from any and all claims of every kind and nature arising from LESSEE(S)' lease of the premises. LESSOR suggests LESSEE(S) secure(s) rental insurance on personal property. LESSEE(S) shall indemnify and save LESSOR harmless from all suits based on LESSEE(S)' responsibilities under the LEASE.

### **RIGHT TO MORTGAGE**

18. LESSOR may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as LESSOR may desire and any such mortgage so given shall be a first lien on the land and buildings and shall be superior to the rights of LESSEE(S).

### **OCCUPANCY AND ASSIGNMENT OF**

19. These premises shall not be occupied by more than \_\_\_\_\_ person; nor shall these premises be occupied by anyone other than the LESSEE(S) hereunder. LESSEE(S) further covenant(s) that he/she/they will not allow anyone to share said premises, keep roomers, or boarders, not assign, sublet, or transfer said premises without LESSOR's consent to one assignment or transfer of this LEASE or subletting shall not be a waiver of this covenant by LESSOR to any subsequent assignment, transfer, or subletting; nor shall such written consent to any assignment of transfer, release said LESSEE(S) from liability hereunder. Subletting is the LESSEE(S) responsibility.

### **EVICTION**

20. If any rent shall be due and unpaid, or if default shall be made in any of the covenants or agreements herein contained, or if said premises shall be abandoned, deserted, or vacated, then it shall be lawful for LESSOR, his agents, attorney, successors, or assigns to re-enter and repossess the said premises and to remove and put out each and every LESSEE and each and every other occupant; upon re-entry as aforesaid this LEASE shall terminate. In the event of re-entry by LESSOR as herein provided, LESSEE(S) shall be liable in damages to LESSOR for all losses sustained, including, but not limited to, attorneys' fees and court charges. LESSOR shall follow the state statute regarding evictions.

### **TERMINATION**

21. Upon the expiration of the said term, or upon the termination of the LEASE for any

cause, LESSEE(S) shall at once peacefully surrender and deliver the whole of the above described premises, together with all improvements thereon, to LESSOR, his agents, and assigns.

### **RULES AND REGULATIONS**

22. LESSEE(S) shall observe and obey the following rules and regulations:
- (a) no animals or pets of any kind shall be kept, harbored or allowed to visit in or on the premises
  - (b) no supplemental heating units, including space heaters or stoves of any kind, shall be installed or used without the LESSORS permission
  - (c) nothing is to be throw by LESSEE(S), or his/her/their guests or visitors on the demised premise; nor shall trash accumulate outside the apartment
  - (d) LESSEE(S) shall report any leaking faucets or toilets
  - (e) LESSEE(S) and his/her/their visitors and guests shall have due regard for the comfort and enjoyment of other tenants in the building, LESSEE(S) are responsible for all guests or visitors' activities, including violation of this LEASE
  - (f) Kegs of alcohol are prohibited on the property
  - (g) congregation of more than (\_\_\_) unrelated persons in or on the property at one time are prohibited, LESSOR reserves the right to cancel the LEASE if fire/safety of the building or area is in jeopardy, LESSEE(S) is (are responsible for the actions of their guests
  - (h) unregistered/inoperable vehicles are not allowed on the property
  - (i) no more than (\_\_\_) car on the property at any one time
  - (j) no smoking

### **RUBBISH**

23. All rubbish is to be put out for collection to the end of the driveway on \_\_\_\_\_ by Lessee(s). Trash must be separated from recyclable plastics, cans, bottles, newspapers, and cardboard. They will not take it if it's not separated.

### **SERVICE CHARGE**

24. If rent is not paid within five (5) days from due date, a late charge of Thirty Dollars (\$30.00) will be charged to the LESSEE(S). The same will be charged for every ten (10) days rent remains unpaid. Same charge for bounced checks. An 18% annual charge (1.5% per month) will be added to unpaid rent 30 days or more old.

### **PARKING**

25. No more than ( ) cars at any time may park in the driveway

**SEVERABILITY CLAUSE**

26. If any provision of this LEASE is contrary to law or is held invalid, the remaining provisions shall remain effective. If the law changes and affects rights under the LEASE, the LEASE shall be read to comply with or include such laws. Under this LEASE all LESSEE(S) signing this lease are JOINTLY AND SEVERALLY liable for the payment of the total rent amount and any damage caused to the premises.

**LEGAL COSTS**

27. If LESSOR seeks legal advice or assistance to enforce any breach of the LEASE or to seek indemnity as provided above, the LESSEE(S) agree(s) to pay all costs, charges, and expenses, including attorney's fees. Specifically, LESSEE(S) is/are liable for all such costs, involved in any eviction or collection action in which the LESSOR is successful.

NOTICE: Because we fail to enforce any part of this LEASE does not waive our (LESSOR's) right to do so at a further date during the LEASE term.

NOTICE: *UNDER THIS LEASE, ALL LESSEE(S) ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF ALL RENTS AND DAMAGE DEPOSITS AND FOR THE OBSERVANCE AND PERFORMANCE OF ALL OTHER COVENANTS, AGREEMENTS, AND CONDITIONS. THIS MEANS THAT ANY LESSEE MAY BE INDIVIDUALLY LIABLE FOR THE WHOLE AMOUNT OWED AS A RESULT OF THE BREACH OF THIS LEASE.*

**LESSOR**

**DATE**

**LESSEE**

**DATE**