

**REAL ESTATE LEASE**

This lease agreement (this Lease) is made effective as of xxxxxx by and between xxxxx, (Landlord), and xxxxxxx ("Tenants"). The parties agree as follows:

**1. PREMISES.** . Landlord/Owner: in consideration of the lease payments provided in this Lease, rents to Tenants an unfurnished xxx (x) bedroom, xxxx (xx) bath home (the "Premises") located at xxxxxxx, xxx,NH,03867.

**2. TERM.** The lease term will begin on xxxxx 01, 2007 and will terminate on xxxxx, 01, 2008.

**3. LEASE PAYMENTS.** Tenants shall pay to Landlord/Owner, monthly payments of \$xxxx.00 per month, payable in advance on the first day of each month beginning xxxx 1, 2007, TIME IS OF THE ESSENCE. Lease payment shall be made to xxxxxxxx at xxxxxx , Dover, NH 03820, which may be changed from time to time by Landlord.

**4. POSSESSION.** Tenants shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord/Owner, on the last day of the term of this Contact, unless otherwise agreed by both parties in writing.

**5. USE OF PREMISES/ABSENCES.** Tenants shall occupy and use the Premises only as a dwelling unit. Tenants shall notify Landlord of any anticipated extended absence for a period of seven (7) days or more from the Premises not later than the first day of the extended absence. Under no circumstances and at no time shall the tenant or the tenant's agents, subleases or assigns use the dwelling unit for any business or commercial purpose.

**6. PROPERTY INSURANCE.** Landlord/Owner, and Tenants shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenants agree to indemnify and hold Landlord/Owner, harmless from any damage, loss, theft, or other casualty done or made against any item of personal property of the Tenant, Tenant's guests or invitees. The Tenants are fully and solely responsible for securing and maintaining any policies of insurance on Tenant's personal property to be contained with the Premises or located on or around the Premises or the cartilage thereof.

**7. DEFAULTS.** Tenants shall be in default of this Lease, if Tenants fails to fulfill any Lease obligation or term by which Tenants are bound. Tenants shall pay all costs, damages and expenses (including reasonable attorney fees and expenses) suffered by Landlord/Owner by reason of Tenant's defaults. All sums or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**8. HABITABILITY.** Tenants have inspected the Premises, furnishings, appliances and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledge that the Premises are in a reasonable and acceptable condition of habitability for their intended use. Tenant agrees at the termination of the Lease to return the leased premises, furnishings, appliances and fixtures to Landlord in the same condition except for normal wear and tear. Tenants understand and agree that they lease the Premises "AS IS" and that Landlord/Owner makes no representation or warranties as to the condition of the leased Premises, furnishings, or appliances.

**9. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

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Tenant's Initials

LANDLORD/OWNER:

Name: xxxx

Address: xxxxxx

Dover, NH 03820

(603)xxxxxxxx

TENANT:

Name: xxxxxxxx

Address xxxxxx

xxxxxxx, NH 03867

Either party may change such addresses from time to time by providing notice as set forth above.

**10. ENTIRE AGREEMENT/AMENDMENT.** This Lease agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**11. SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**13. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New Hampshire.

**14. SECURITY DEPOSIT.** Upon execution of this Lease, Tenants must deposit with Landlord/Owner, \$xxxxx.00, receipt of which is hereby acknowledged by Landlord, for the faithful performance by Tenant of the terms hereof, to be returned to Tenant, without interest, except as otherwise required by the laws of the State of New Hampshire and, upon the completion of the full and faithful performance by Tenants of the provisions of this Lease. The security deposit may be used by Landlord, without waiver of any other rights or remedies of Landlord for default by Tenants, for repairs to the Premises, or any of the property owned by Landlord upon the Premises, made necessary by the accidental, negligent or willful acts or omissions of Tenant, or of Tenant's guests or Tenant's invitees, and may be used for the cost of cleaning the Premises in the event that the Premises is not surrendered by Tenant in a reasonably clean condition, and may be applied to past due rent. The accounting and unused balance of the deposit, if any, will be returned to Tenant within thirty (30) days after the later of the termination of this Lease, the delivery of possession, or the designation of a forwarding address by the Tenant for the purpose

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Tenant's Initials

of receiving the security deposit. Tenant shall not, at any time use the Security Deposit for rent or any portion of the rent.

**15. OCCUPANCY.** Consisting of no more than xxxxx adults and xxxx children may occupy the Premises unless the prior written consent of the Landlord is obtained. Tenants understand and agree that these limitations on occupancy and use of the leased premises are a material inducement for the granting of this Lease by Landlord/Owner to the Tenant(s).

**16. PETS.** Tenants agree not to keep cats, dogs or other pets upon the premises (unless pet is approved by Owner and a Pet Agreement is attached to this Lease). If a pet has been found on the premises, which has not been approved by Landlord/Owner the amount Tenants pay for rent will increase immediately \$100.00 per month. .

**17. PARKING.** Tenants shall be entitled to use up to, 2 parking spaces for the parking of a motor vehicle during the term of the Lease. Tenants agree not to park any unregistered motor vehicle on the Premises or to perform any auto repair work on the Premises. Landlord/Owner may remove Tenant's car(s) if it is found to be in violation of this paragraph. If Tenant's car is so removed, Tenant agrees to pay Landlord all costs and expenses for removal and storage. Tenant agrees to provide Landlord make, model, year, license plate and registration number of motor vehicle. Landlord/Owner shall issue up to two permits, which must be displayed in tenant's vehicle at all, times.

17a. Tenants make, model and plate number of motor vehicle.

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**18. TENANT'S PERSONAL PROPERTY.** Upon termination of the Lease or upon vacation or abandonment of the leased premises by the Tenants, any personal property left by the Tenants on the leased premises or surrounding area will be considered abandoned property. Tenants agree that the Landlord may immediately remove abandoned property and place it in storage at Tenants expense and may dispose of such property in any way the Landlord deems proper after the expiration of thirty (30) days from the date of termination, vacation or abandonment of the premises. Under no circumstances shall the Landlord incur any liability for the loss or damage to such abandoned property.

**19. LATE PAYMENTS AND FEES.** Tenants agree to pay Owner a late charge of \$25.00 for each payment that is not paid within five (5) days after its due date. In the event a payment of rent is made by personal check, and that check is returned to Landlord for lack of sufficient funds. Tenants shall pay to Landlord/Owner in addition to rent, a fee in the amount of \$25.00 for each dishonored check. In the event Tenants shall at any time or from time to time fail to make any payment of rent or other payment hereunder when due, Tenant shall pay to Landlord as further rent hereunder any and all costs and expenses, paid or incurred by Landlord in obtaining payment by Tenant of such delinquent sum(s), including reasonable attorney's fees.

**20. HOLDOVER.** If Tenants continue to hold possession with the consent of the Landlord after expiration of the term of this Lease, then such holding over shall not be deemed a renewal o f the Lease for the whole term, but Tenants shall be deemed to be Tenants at-will from month-to-month only, at the same monthly rent as herein provided and upon the same terms and conditions as herein specified; EXCEPT that Landlord may at its option increase the rent for such holdover period upon thirty (30 days) written notice to Tenants. If Tenant unlawfully retains possession of the Premises after the expiration of this Lease, Landlord/Owner may recover, in addition to possession, rent not yet paid, plus attorney's fees as permitted by law.

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Tenant's Initials

**21. UTILITIES AND SERVICES.** Tenants agree to pay for the following utilities and services provided to the leased premises during the lease term or any extension, including, but without limitation Heat, hot water, cable, TV, electricity, telephone service, Internet service. Landlord shall furnish, cold water and sewer. Landlord shall not be liable for inconvenience or damages for failure to furnish any utilities or services when the cause of such failure is beyond the control of the Landlord.

**22. ACCESS BY LANDLORD/OWNER: TO PREMISES.** Tenants expressly agree to permit Landlord or its agents to enter the leased premises, including storage area, upon reasonable notice, at any reasonable time for the purpose of inspection, repair, or maintenance of the leased premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent or, if reasonably necessary for the protection of property during any absence in excess of seven (7) consecutive days.

**23. DANGEROUS MATERIALS.** Tenants shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**24. ASSIGNABILITY/SUBLETTING.** Tenants shall not transfer or assign this Lease, nor sublet the leased premises without the prior written consent of the Landlord/Owner, to be provided in Landlord/Owner sole discretion. Any such assignment without the proper written consent of the Landlord shall be void. In the event such consent is given, any assignee or sublease must agree in writing that the premises will be returned to the Landlord in the same condition as at the commencement of this lease, normal wear and tear accepted, and that certain charges may have already been applied to the security deposit. Tenants agree to look only to the assignee or sublease for reimbursement of the security deposit prior to the termination of this Lease. However, it is expressly understood and agreed by the Tenants that their obligation to perform all promises and agreements in this Lease shall continue for the full term of this Lease. Tenants and assignee or sublease agree that their liability under this Lease shall be joint and several.

**25. CARE AND USE.** Tenants shall not (a) make or permit to be made any disturbing noises in the Premises or in or around the building in which the Premises are located, (b) do or permit any acts which would unreasonably interfere with the rights, comforts or convenience of neighbors, (c) install any air conditioning, ventilating, laundry or kitchen equipment or appliances in the Premises or remove the existing equipment without the prior written consent of the Landlord/Owner, or (d) make any alterations, additions or improvements to the Premises, paint or paper the walls of the Premises or drive any nails or screws in or otherwise deface or alter the plastering, drywall, woodwork or any other part of the Premises. Tenant accepts the premises with freely running drains and if drains become backed up, Tenant will be responsible for unclogging drains. Tenant is responsible for removal of ice and snow from deck area in front of the Premises. Tenant shall keep the Premises in a clean condition and shall conform to all rules and regulations that the Landlord may from time to time establish and which are a part of this Lease. Tenants acknowledge that barbeque grills of any kind are specifically prohibited within 15 feet of the premises of the property. Before Tenants vacate the leased premises, a final cleaning of the leased premises will be performed, including (without limitation) cleaning of carpets, if needed, and cleaning of appliances, furniture and fixtures. If Tenants fail to thoroughly clean the premises, the Landlord Owner, or their agent's will perform the final cleaning, if not satisfactorily performed by tenants. In Landlord/Owner sole determination, this shall be deducted from Tenant's security deposit.

**26. DESTRUCTION, CONDEMNATION, OR TAKING OF PREMISES.** If the Premises are (a) substantially destroyed by fire or other casualty or (b) condemned or taken under any statute or by any right of eminent domain or any other reason, Landlord/Owner, may terminate this Lease

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Tenant's Initials

without liability for the remainder of the term by so notifying the other party in writing within fourteen (14) days after such fire, casualty, condemnation or taking. If continued occupancy of part of the Premises is lawful, the parties may agree to continue the Lease with a proportionate reduction in rent to be computed from the date of such fire, casualty, condemnation or taking.

**27. LIMITATION OF LIABILITY.** Landlord/Owner shall not be liable to Tenants for any loss or damage that may be the result of acts or omissions of other Tenants, their guests, or their pets, when such acts or omissions are beyond the direct control of the Landlord. Tenants agree that Landlord/Owner will not be liable to the Tenants for any loss or damages to Tenants or their property which is caused by a failure or malfunction of the sewer or water system, or electrical system when such failure or malfunction is the result of acts or circumstances beyond the direct control of the Landlord/Owner.

**28. TENANT'S COMPLIANCE WITH LAW.** Tenants shall, throughout the term of this Lease at its sole expense, promptly comply with all laws and regulations of all federal, state, and municipal governmental agencies and boards (including, but not limited to, all zoning laws and fire safety codes), and appropriate departments, commissions, boards and officers thereof, which may be applicable to the Premises, or the fixtures or equipment therein. Tenants shall comply with the requirements of all policies of public liability, fire and all other types of insurance at any time in force with respect to the building and other improvements of which the Premises are a part.

**29. ATTORNEYS FEES.** In the event the Tenants violate the terms of this Lease, or default in the performance of any covenants in the Lease, and Landlord/Owner engages an attorney or institute a legal action, counterclaim, or summary proceeding against Tenants based upon such violation or default, Tenants shall be liable to Landlord/Owner, for the costs and expenses incurred in enforcing this Lease, including reasonable attorneys fees and costs. In the event the Tenants bring any action against the Landlord/Owner, pursuant to this Lease, and the Landlord prevails, Tenants shall be liable to Landlord/Owner, for costs and expenses of defending such action, including reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, Tenants and Landlord/Owner have signed this Lease on the 31<sup>st</sup>. Day of , in the year 2007.

Tenants: \_\_\_\_\_ Landlord/Owner \_\_\_\_\_

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