

LEASE AGREEMENT for _____ (address)

**Landlord: Leonard A. Vigeant/Vigeant Family Properties
10 Lilac Court, Litchfield, NH 03052
Telephone: 321-1946, Fax: 881-5445
E-Mail: vfamilyproperties@comcast.net**

Tenant: _____ SS# _____ Cell: _____
Work _____ Email: _____

Tenant: _____ SS# _____ Cell: _____
Work _____ Email: _____

Whereas Landlord desires to lease the Premises known as _____, New Hampshire to the Tenant and whereas Tenant desires to lease the referenced Premises from the Landlord, Landlord and Tenant hereby contract for the lease of the Premises subject to the terms and conditions of this agreement.

1. TERM. The rental period for the premisis shall be _____ year(s) commencing on _____ and ending at 11:59PM on _____. Thereafter the Premises may be leased on a month-to-month basis subject to the terms and conditions of the Agreement.. Tenant hereby acknowledges the obligation to lease the Premises for the Rental Period and acknowledges that the failure to satisfy the condition shall result on forfeiture of the Security Deposit to the Landlord.

2. RENTAL AMOUNT Rent for the Premises shall be \$ _____ per month during the rental period, The rent for any subsequent occupancy period may be changed at the discretion of the Landlord, provided that the Tenant is given notice of such change at least one month in advance, thereof.

3. DUE DATE **Rent is due on or before the _____ day of each month** of the Rental Period and any subsequent occupancy period, and **must be received by Landlord or Landlords agent** on or before the due date, without demand, time is of the essence, whether delivered by hand or first-class mail. **Checks shall be made payable to Leonard Vigeant.**
Mailing address: **10 Lilac Court, Litchfield, NH 03052**

4. RETURNED CHECKS Tenant shall be liable for a transaction fee of \$25.00 for any check tendered to Landlord which is uncollectable, Tenant shall thereafter make all subsequent Rent payments by cash or certified bank check.

5. LATE CHARGES In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$15.00. If rent is paid late 2 months, rent will become payable on a bi-monthly basis payable on the 1st and 15th of each month.

6. DAMAGE DEPOSIT Tenant, prior to occupancy of the Premises shall pay Landlord the sum of \$ _____ as a Damage Deposit as security for any damage caused to the premises and any cleaning needed to restore the premises to rentable condition. Damage Deposit shall be held in an account at the TD BANKNORTH, Hudson, NH during the rental term. Landlord shall return the security Deposit (less reasonable deductions) to Tenant after vacating the Premises, provided: (1) Premises are left in rentable condition, (2) Rent has been paid up to the date of vacating and (3) the Tenant has leased the premises for at least one year prior to the vacating

date. Landlord may make reasonable deductions from the Damage Deposit to return the premises to rentable condition (See addendum for cleaning charges). All legal damages to collect any cleaning fees, damages etc, will be the sole responsibility of the Tenant. DAMAGE DEPOSIT MAY NOT BE USED AS LAST MONTHS RENT.

7. CONDITION OF PREMISES Lessee hereby stipulates represents, acknowledges and warrants that Lessee has examined the Premises and that the Premises when leased were in good order, repair and in a safe, clean and tenantable condition and further acknowledges that the Premises must be in the same rentable condition when Tenant vacates the Premises. Tenant is responsible to notify the Landlord in writing within 5 days of moving in of any conditions or damages present in premises.

8. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____ Persons exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant hereby acknowledges that the Premises are leased for residential purposes only. Commercial or home occupation uses are not permitted. Outdoor signs are not permitted. Commercial vehicles over one (1) ton shall not be parked overnight adjacent the Premises without written permission of the Landlord.

9. PARKING Tenant hereby acknowledges that no more than _____ vehicles shall be parked at the Premises on a regular basis.

10 ANIMALS. Tenant shall be entitled to keep no more than _____ (____) domestic _____ described further as specifically _____; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS ,of which shall be non-refundable. Tenant shall be liable for any damage to Premises and/or injury to person(s) caused by any Pet(s) owned by or under the control of Tenant and acknowledges the obligation to pay all court costs and all attorney fees should Landlord be required to sue Tenant for any damages to property or persons by such pets.

11. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. . Tenant hereby acknowledges responsibility and liability for any and all damage to the Premises caused by Tenant or Invitee(s) or Guest(s) of Tenant. Tenant shall immediately reimburse Landlord for any such damage.

12. MAINTENANCE OF GROUNDS Tenant hereby acknowledges that the maintenance of the grounds adjacent the Premises including but not limited to: grass mowing, trash pick-up, and snow removal, are the sole responsibility of Tenant. Tenant further acknowledges that changes to the grounds adjacent the Premises, including but not limited to: landscaping or gardens, fences, or other structures will not be undertaken without written permission from the Landlord.

13. Tenant hereby acknowledges that open fires and outside cooking are not permitted, provided however that the outside cooking may be done on commercially available grills operated under the direct supervision of Tenant. Tenant shall be liable for any damage to the Premises, grounds, other property, and/or person(s) resulting from use of commercially available grill by Tenant or invite(s) or Guest(s) of Tenant.

14. Tenant hereby acknowledges that campers, trailers, tents, and/or other vehicles or structures will not be set-up, placed, parked, or stored adjacent the Premises without written permission from the Landlord.

15. Tenant hereby acknowledges that unregistered and/or uninspected vehicles shall not be parked or stored adjacent the Premises. Tenant further acknowledges that Personal Property shall not be stored outside the Premises, and that no outdoor clothes lines and/or swimming pools, trampolines, skate board or bike ramps or any other structures will be erected or used.

16 . UTILITIES Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. Provided further that Landlord shall not be liable for any interruptions or failures of any utility services provided, unless Landlord acts unreasonably in having repairs effected. Note: Nashua Properties - Tenant is responsible for Nashua Wastewater charges for Premises which will be paid by Landlord and to be reimbursed by Tenant to Landlord.

17. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Withoutlimiting the generality of the foregoing, Tenant shall: (1) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only; (2) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; (3) Not obstruct or cover the windows or doors; (4) Not leave windows or doors in an open position during any inclement weather; (5) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor; (6) Keep all air conditioning filters clean and free from dirt; (7) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant; (8) And Tenant 's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;(9) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents; (10) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; (11) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; (112) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

18. CHANGES TO PREMISES Tenant will at no time change the color of the walls or woodwork or make any structural changes in the occupied unit during their occupancy, unless written permission is granted by Landlord. Tenant hereby acknowledges that locks shall not be changed, nor new locks installed , in the Premises without the written Permission of Landlord. Tenant shall immediately provide Landlord with a key to any changed or newly installed lock(s).

19. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and

Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

20. Tenant hereby acknowledges the obligation to occupy the Premises in a quiet and orderly conduct, Drunkenness, or violation of the laws of the State of New Hampshire or the Ordinances of the Town/City of _____ occurring in or about the Premises by Tenant, or any Invitee(s) or Guest(s) of Tenant, shall be a sufficient basis for Landlord to evict Tenant. In such case, a penalty charge of 3 months rent will be due.

21. HAZARDOUS MATERIALS/ ILLEGAL ACTIVITY Tenant hereby acknowledges that the Premises shall not be used for any unsafe and/or illegal activity. Tenant further acknowledges that unsafe materials or items of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion, shall not be used, stored, and/or permitted on or about the Premises, including but not limited to materials prohibited or restricted under the laws of the State of New Hampshire or Ordinances of the City of _____ and/or materials that might be considered hazardous or extra hazardous by any responsible insurance company.

22. Landlord and Tenant hereby acknowledge that this AGREEMENT constitutes the entire understanding of the parties concerning the lease of the Premises. Any addendum, deletions and/or modifications to this AGREEMENT must be made in writing and signed by both Landlord and Tenant.

23. INSPECTION OF PREMISES Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

24. ABANDONMENT If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

25.. Should any term or condition of this AGREEMENT be in contravention of the laws of the State of New Hampshire or the Ordinances of the Town /City of _____ and so adjusted by court of law, the remaining terms and conditions of the Agreement shall have the full force and effect of law. and shall be construed and enforced as if such invalid term or condition had not existed.

26. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

27. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee. The Landlord and Tenant further agree that, should a lawsuit arise between Landlord and Tenant concerning this Lease only the copy of this Lease retained by the Landlord shall be admissible as evidence in such lawsuit.

28. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

30. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Hampshire.

31. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

32. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Tenant must do the following upon moving out so Tenant security may be refunded in full: All windows must be cleaned; All broken or ripped screens must be replaced; All light bulbs must be operating; Kitchen stove, refrigerator and dishwasher must be cleaned, Inside kitchen cabinets and bathroom must be wiped clean. Bathtub, sinks and toilets must be cleaned. All floors must be vacuumed and cleaned. All carpets must be steam-cleaned; Cellar floors must be swept; anything that you broke must be repaired, all debris and personal property must be removed.

CLEANING CHARGES

Kitchen Cabinets (inside and outside) \$90.00
Bathtub \$30.00
Bathroom sinks, mirrors, cabinets \$20.00 ea
Woodwork, light switches & walls \$25.00 - \$150.00
Vacuum carpets \$50.00
Remove and dispose of debris \$25 - \$500.00+

Stove & Oven \$50.00
Windows \$10.00 ea
Toilets (inside and out) \$25.00 each
All baseboards & heaters \$50.00 - \$100.
Wash vinyl/tile/wood floors \$40.00 - \$100
Sweep & vacuum cellar \$50.00.

33. **SEPTIC SYSTEM** Tenant hereby acknowledges that the Premises is on a Septic System - the disposal of grease, oil, chemicals, paper towels, sanitary products, diapers, or any other such solid material may cause the Septic System to malfunction. Tenant shall be liable for any

malfunction of the Septic System caused by neglectful usage. All materials should be packaged and disposed of properly, not put in the toilet or down the drains. **Please read care instructions received with this Lease.**

34. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by US certified mail, return receipt requested, addressed as follows: **Landlord:** Leonard A. Vigeant, 10 Lilac Court, Litchfield, NH 03052
Tenant: _____

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

35. RENTERS INSURANCE. Tenant must obtain Renters Insurance and supply Proof of Insurance to the Landlord prior to occupying the premises. Tenant must maintain insurance during the rental period and any subsequent occupancy on a month to month basis.

36. LEAD PAINT DISCLOSURE Housing built before 1978 may contain lead-based paint. If property was built before 1978, Tenant must sign "Disclosure of Information on Lead-Based Paint" and be given federally approved on lead poisoning prevention. This information has been supplied and received by the Tenant. _____ (initials)

37. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

This page and the preceding 5 pages constitute the AGREEMENT between Landlord and Tenant. This AGREEMENT shall be effective as the latest execution date set forth immediately here below.

Tenant Date Leonard Vigeant, Landlord Date

Tenant Date

Security Deposit in the amount of \$ _____ Paid on _____
Rent for Month of _____, \$ _____ Paid on _____

Additional Provisions: _____

