

**APARTMENT LEASE**  
**4 Old Landing Road 2010-2011**

**BY THIS AGREEMENT** made and entered into between **BAYTREE REALTY LLC (Rick Robbins)**, herein referred to as Lessor, and:

herein referred to as Lessee(s). Lessor leases to Lessee(s) the premises situated at 4 Old Landing Road, in the City of Durham, County of Strafford, State of New Hampshire, and more particularly described as follows: Apartment \_\_\_\_\_. To commence on June 1, 2010 and to end one Day after UNH Graduation, assumed to be May 21, 2011

**1. Rent.** Lessee(s) agrees to pay, without demand, to Lessor as rent for the above premise:

\$\_\_\_\_\_ per month, for \_\_\_\_\_persons in the apartment,  
\_\_\_\_\_ per person per month.

There is a \$10.00 per month discount if rent is paid in three installments. Discount not available for supplemental summer sublet rent payments.

Summer: June, July August.  
First semester: September, October, November, December,  
and January.  
Second semester: February, March, April, May.

All payments shall be made to:

**Baytree Realty LLC**  
**31 Laurel Lane**  
**Durham, N H 03824**  
**603-817-9880**  
**Rickins2000@msn.com**

1a. **Late Payment.** The lessor may charge \$25.00 monthly for all rent payments that are over 15 days in arrears. Lessee(s)are responsible for all reasonable legal, court, and collection fees incurred in the collection of past due rent.

**1b. Liability.** All lessee(s) are jointly and independently liable for this lease agreement in its entirety.

**2. Security/Damage Deposit.** On execution of this lease, Lessee(s) deposits \$\_\_\_\_\_ per person, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee(s) of the terms hereof, to be returned to Lessee(s), without interest, on the full and faithful performance by all of the provisions hereof. Lessor may withhold from the deposit amounts equal to any damage repairs he may incur.

**3. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee(s) shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

**3a. Unruly Disturbances** The LESSEE(S) shall not make any disturbing *noises* in the building nor permit the making of any noises therein by his family or guests. No LESSEE(S) or guest shall operate any musical instrument, radio, *television* or like devise in the leased premises in a manner offensive to other occupants of the building. If LESSOR witnesses or is notified by the Police or Fire Departments of the Town of Durham of unruly disturbances this lease may be terminated at the sole discretion of the landlord and eviction proceedings begun. A service charge of **\$100.00** will also be made. If there is a **second occurrence** the service charge **will be \$200.00 and mandatory**

**4. Use of Premises.** The demised premises shall be used and occupied by Lessee(s) exclusively as a residence. Lessee(s) thereof shall use neither the premises nor any part at any time during the term of this lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a residence. Lessee(s) shall comply with all the laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**5. Number of Occupants.** Lessee(s) agrees that no more than the number of lessees, without the written consent of Lessor shall occupy the demised premises.

**6. Condition of Premises.** Lessee(s) stipulates that they will

examine the demised premises, including the grounds and all buildings and improvements, and that they are, at the commencement of this lease, in good order, repair, and a safe, clean, and tenantable condition. If not, within 5 days of the commencement of this lease the Lessee(s) will notify the Lessor, in writing, of any problems.

**7. Assignment and Subletting.** Without the prior consent of Lessor, Lessee(s) shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment subletting, concession, or license. An assignment subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

**8. Alterations and Improvements.** Lessee(s) shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. No scotch tape or nails are permitted on walls.

**9. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee(s)'s negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee(s)'s negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**10. Dangerous Materials.** Lessee(s) shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**11. Utilities.** Lessee(s) shall be responsible for arranging for and paying for the Electricity. **Lessor shall provide and pay for heat, hot water, snow removal, garbage collection, wireless internet , DirectTV and maintenance of all common areas.**

**11A.** If the Town of Durham, puts into effect “pay as you throw” garbage removal, the landlord shall provide one large pay bag, per apartment weekly. The tenants shall be responsible for bringing the bag to the street on pickup day. NO garbage can be left on the grounds and common area any other time.

**12. Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

**13. Maintenance and Repair.** Lessee(s) will, at their sole expense, keep and maintain the leased premises in good and sanitary condition during the term of this lease. Lessor shall keep the fixtures in good order and repair; keep the furnace clean; keep the electric in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric fixtures whenever damage thereto shall have resulted from normal wear. Damage due to Lessee(s)'s misuse, waste, or neglect or that of their employee, family, agent, or visitor, shall be the responsibility of Lessee(s) or their assigns.

**14. Animals.** Lessee(s) shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

**15. Showing of Apartment.** During this lease, Lessor or his agent shall have the privilege of showing the property to prospective tenants.

**16. Subordination of Lease.** This lease and Lessee(s)'s leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor. All advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**17. Holdover by Lessee(s).** Should Lessee(s) remain in possession of the demised premises without the consent of Lessor after the natural expiration of this lease, Lessor may withhold all lessee(s) security deposits. Under no circumstances shall lessee(s) term of lease extend beyond natural expiration of this lease.

**18. Surrender of Premises.** At the expiration of the lease term, Lessee(s) shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease reasonable use and wear thereof and damages by the elements excepted. The lessor may charge Lessee(s) for cleaning the apartment if it is not left in a clean appearance. If any furniture is left in the building or property, a disposal fee of \$100.00 will be made.

**19. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition of this lease, at the sole option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons their property.

**20. Abandonment.** If at any time during the term of this lease, Lessee(s) abandons the demised premises, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution and without becoming liable to Lessee(s) for damages or for any payment of any kind whatever, and may, at his discretion, as agent for relet the premises. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee(s), then Lessor may consider any personal property belonging to Lessee(s) and left on the premises to also have been abandoned, in which case lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**21. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**22. Waterbeds.** No waterbeds are allowed and if found will be removed at the expense of the lessee(s).

**23. Common Areas.** The lessee(s) are not to litter or obstruct hallways, basement or grounds. Hallways, basement or grounds shall not be used for any gathering of lessee(s) or guest in anyway. Damage to common areas will be charged to all lessee(s) of all units on a pro ratio basis.

**24. Parking.** One spot per lessee is available. Vehicles are

required to display parking permit. Visitors of lessee(s) may park, with permission of Lessor, if there is availability. There is no charge for lessee(s) or their visitors for parking. If the lessee is more than 30 days past due on rent, the lessor may withdraw parking privileges and remove the lessee vehicle at their expense.

**25. Hold Harmless.** The lessor, his employees, agent or family shall be held non liable for any injuries or damages sustained by lessee(s), their agents, visitors, or employees

**26. Rights of Others/Noise.** Each tenant shall respect and observe the rights of other tenants. Excessive noise, including the use of radios, stereos, television sets, electrified musical instruments, drums, etc., at a level that can be heard beyond the boundaries of the room or apartment is prohibited. The placement of stereo speakers in such a manner that sound carries out from the apartment or room is strictly prohibited. Compliance with the Durham noise ordinance is required.

**27. Parties.** Any gathering of more than 8 people in the apartment or common areas is strictly prohibited.

**28. SMOKE DETECTORS: Tampering or disconnecting smoke detectors is a felony in the State of Hampshire. Tenants shall notify landlord of non-working smoke detectors immediately.**

**29.** Because of the difficulty of obtaining one signed master lease, there might be variable number of signed leases, but all individual lease together shall be construed as one master lease.

**30. Parents or guardian cosign:** Each lessee shall have a parent or guardian guarantee this lease and that cosigner shall be held equally responsible for all financial obligations of this lease.

\_\_\_\_\_ Date \_\_\_\_\_  
Lessee 1

\_\_\_\_\_ Date \_\_\_\_\_  
Guarantor 1

\_\_\_\_\_ Date \_\_\_\_\_  
Lessee 2

\_\_\_\_\_ Date \_\_\_\_\_  
Guarantor 2

\_\_\_\_\_ Date \_\_\_\_\_  
Lessee 3 (if applicable)

\_\_\_\_\_ Date \_\_\_\_\_  
Guarantor3 (if applicable)

\_\_\_\_\_ Date \_\_\_\_\_  
**Landlord for  
Baytree Realty LLC  
(Rick Robbins)  
31 Laurel Lane  
Durham, N H 03824  
603-817-9880  
Rickins2000@msn.com**