

This lease, made DATE by and between PEGASUS REAL ESTATE LLC herein after designated as **LANDLORD**, and Resident's Name herein after designated as **RESIDENT**.

2. Definitions-The words "Landlord" and "Resident" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he", "his" and "him" where applicable shall apply to the Landlord or Resident regardless of sex, number, corporate entity, trust, or other body. If more than one party signs as Resident hereunder, the covenants, conditions and agreements herein of the Resident shall be the joint and several obligations of each such party.

3. Terms- The resident/s hereby leases **Apartment # TBD«Apt »** of # Fox Park Drive, beginning **start date** and terminating **end date**.

Rent: Payments will be made via your Appfolio Tenant Portal, or sent to Fox Park Apartments, 41 South Main Street, Derry, NH 03038 or delivered to the Plymouth office and should be made to **Fox Park Apartments**.

The term rent shall be \$total rent. Rent shall be payable in installments of **\$Month's rent** due on the first day of every month, in advance, so long as this lease is in force and effect. Additional charges will be added in the amount of \$75.00 on the sixth day of the month if rent has not been paid (received in our Derry or Plymouth office) on or before the fifth day of every month. A seasonal lease for Plymouth State College student residents shall be paid in nine equal payments, on the first day of each month from June through February, so the total amount due (above) will be paid by the first day of February. Also, university students making rent payments with financial aid will send the first payment in June, four payments with the September and February disbursements.

In the event Resident has signed a twelve month agreement, is not engaged in classes at Plymouth State University and desires to terminate said agreement prior to the end of the term, the Landlord agrees to allow the Resident to buy-back the remainder of the balance due Landlord at the rate of one quarter of the unpaid balance of this lease, or one month's rent, which ever is greater. Said payment to be made prior to or on the **agreed upon move out date**, unless the Landlord agrees to a payment schedule for the agreed to sum. **This early termination clause is not available to unrelated residents matriculating at PSU.**

Landlord and Resident further covenant and agree: that during the term of this Lease and for such other and further period as the said Resident shall occupy the said premises, all of the terms, covenants and conditions herein shall remain in full force and effect and it is agreed by the Resident/Cosigner that all terms herein specified are material to the lease.

4. Security Deposit: On signing this Agreement, Resident will pay to the Landlord the sum of \$ **deposit amount** as a security deposit which is an amount equal to one month's rent (unless the seasonal lease is cosigned). Resident may not, without Landlord's prior written consent, apply this security deposit to the last month's rent, repairs and replacement of damage to the unit above ordinary wear and tear, or to any other sum due under this Agreement. Within 30 days after Resident has vacated the premises and returned the keys, Landlord will mail a check to Resident for any deposit balance. Forwarding address and phone number left with us so that we may return your deposit promptly.

Security deposits are held in the Citizens Bank at 42 Pinkerton Street in Londonderry, NH. Said deposit shall be held or disposed of by the Landlord in compliance with the provisions of RSA 540-A:6(II)(c). Landlord may withhold only that portion of Resident's security deposit necessary to: (1) remedy any default by the Resident in the payment of rent; (2) repair damage to the premises, except for ordinary wear and tear caused by the Tenant; (3) Clean the premises as indicated by Article 36 when the premises are not left adequately clean; (4) to compensate Landlord for any other losses as allowed by state law and (5) Legal and administration expenses and court expenses associated with any possessory action and collection of unpaid rent.

5. Maintenance-For maintenance, please make requests via your Appfolio Tenant Portal, or call the office, 603-536-4027, or Building Superintendent, 603-238-9021.

6. Resident's Covenants in Event of Termination- The Resident covenants that in case of any termination of this lease, by reason of the default of the Resident, then, at the option of the Landlord:

- a) In addition to (b) & (c), as damages for such termination, the Resident will forthwith pay to the Landlord a sum equal to the amount of rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof. It is specifically intended by the Resident and the Landlord that the Resident's breach of or default under this agreement during the course of the semester shall also constitute a forfeiture to the Landlord of any rent paid in advance by the Resident for the academic semester, including but not limited to situations in which the Resident has already paid the semester's total rental payment(s) at the time of the breach or default;
- b) The Resident covenants that he will furthermore indemnify the Landlord from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Resident. Landlord's damages hereunder shall include, but shall not be limited to, any loss of rents, reasonable broker's commissions for the re-letting of the leased premises, advertising costs, the reasonable cost incurred by Landlord in moving Resident's belongings pursuant to eviction proceedings, cleaning costs as defined in Article 36, and legal and court costs as defined in Article 37; and
- c) The Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive

7. Heat and other utilities- The Resident/s understand that he/she is responsible for the heat in the leased apartment. The

Resident shall pay, as they become due, all bills for electricity whether they are used for furnishing heat or other purposes, which are furnished to the demised premises and presently separately metered by the New Hampshire Electric Cooperative (800-698-2007). The Landlord shall in no event be liable for the failure to furnish neither the electricity, heat, hot water nor any other separately metered utilities *nor* shall the failure to do so constitute a breach or be grounds for termination, provided that the Landlord exercises reasonable diligence to remedy such failure. The Resident agrees to use all diligence in the conservation of energy, as though it were his own property, and agrees to repair all broken or cracked glass, close and secure all windows, report all significant drafts, keep the thermostat set at a lower level (but NEVER below 50 F) when away from the premises several hours, and to take such other actions conducive to energy conservation.

8. **Attached forms-** The forms, if any, attached hereto are incorporated herein by reference and constitute substantive material terms of this agreement.

9. **Care of Premises-** The Resident shall not paint, or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Landlord, not make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease, shall deliver up the leased premises and all property belonging to the Landlord in good, clean and tenantable order and condition, reasonable wear and tear excepted. The Residents agree to use only picture nails and staples in moderation to hang items on the walls. Lofts are permitted only if they have no attachment to the building. Beer pong tables, drinking games or their like are not permitted. No washing machine, air-conditioning unit, space heater, clothes dryer, or aerials, or other like equipment shall be installed without the prior written consent of the Landlord. No waterbeds shall be permitted in the leased premises, except with written permission from the Landlord after the Resident provides management with a certificate of insurance as required in Article 19.

10. **Cleanliness-** The Resident shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, cigarette butts, rubbish or other substance or article into or onto any other parts of said buildings or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Landlord. All trash will be promptly placed in the dumpster.

11. **Delivery of Premises-** In the event the Landlord is not able, through no fault of its own, to deliver the leased premises to the Resident at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Landlord, at this election, shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Landlord or Resident may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Resident hereby authorizes and empowers Landlord to institute proceedings to recover possession of the premises on behalf of and in the name of the Resident.

12. **Fire, Other Casualty-** If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof, and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Landlord by notice to the Resident. If this lease and said term are not so terminated, then in the case of any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Resident for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for use and occupation. If the leased premises or such common areas have not been restored by the Landlord to substantially their former condition for use and occupancy within thirty (30) days after the damage occurred, the Resident may terminate this lease by giving written notice to the Landlord within thirty (30) days following the termination of the thirty (30) day period within which the Landlord failed to restore.

It is expressly agreed by the Resident that s/he will be responsible for any and all damage to the unit and building caused by fire, smoke, soot, water, or other casualty caused, facilitated, or exacerbated by the Resident's negligent and/or intentional conduct. For the purposes of this lease, the Resident is not considered to be a co-insured of any fire or casualty insurance policy obtained and maintained by the Landlord. The Resident is expressly required to obtain his/her own homeowner's contents and liability policy).

13. **Disturbance, Illegal Use-** Neither the Resident nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive or disruptive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever thereof other than as and for a private residence.

The Resident further covenants and agrees that pianos, radios, television sets, stereos, DVDs, CDs, and other musical instruments and/or devices shall not be played at an unreasonable volume at any time, and further agrees to refrain from creating or permitting any other noise in the leased premises which is considered unreasonable or excessive by the Landlord, his agent, or other occupants and/or residents. Consistent with this obligation, the Resident shall at all times consider the quiet enjoyment of his/her neighbors and, particularly between the hours of 8 PM and 8 AM, the Resident

shall heed his/her neighbors. While at no time will shouting or excess noise of any type be tolerated, it is expected that audio equipment will be played at a minimal level in the evening and early morning hours. The Resident further covenants specifically that he or she shall not violate any regulations or ordinances of the Town for the leased premises with respect to the creation of noise or the making of other disturbances. Violations of the limitations on noise as set forth in this article will be cause for fines and/or eviction.

Gambling and/or the use or exchange of: narcotics, explosives, fireworks, dangerous weapons, hazardous chemicals, or alcoholic beverages in violation of state or local laws, drinking games and alcohol table games are strictly prohibited within the building or on the premises. NO beer kegs are allowed.

14. Hallways, Balconies, Parking Lots, and Other Common Areas- Hallways, balconies, parking lots, porch roofs and other common areas associated with, near, or adjacent or attached to the leased premises or otherwise located in, are not part of the leased premises described herein but shall remain the property of the Landlord, free off any interest of the Resident under the direct supervision and control of the Landlord. Their use represents a privilege extended to the Resident and is not a matter of right except as their use relates to the Resident obtaining necessary ingress and egress to the leased Premises. Except as stated above, the use of hallways, balconies, parking lots, and other common areas shall be in accordance with and governed by rules, regulations, and policies of the Landlord as attached hereto and made a part thereof.

15. Government Regulations- The Landlord shall be obligated to fulfill all of the Landlord's obligations hereunder to the best of the Landlord's ability but the Resident's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Landlord is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Landlord is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency (other than those regulating rent) which is beyond the Landlord's reasonable control.

16. Common Areas and Windows- No receptacles, trash bags, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills.

17. Window Treatments-The Landlord is not responsible for supplying any window treatments such as curtains or blinds. The Resident agrees that the window treatment will not consist of Flags, banners, sheets, towels and/or posters, but will be proper window treatments such as curtains or blinds.

18. Keys and Locks- Upon expiration or termination of the lease, the Resident shall deliver the keys of the premises to the landlord. Resident agrees to pay \$25.00 for each missing key upon exiting the apartment. Delivery of keys by the Resident to the Landlord shall manifest his/her intent to relinquish the Resident's possessory rights, thereby allowing the Landlord to retake possession of the unit. However, the delivery of the keys by the Resident will not result in the Resident being released from his/her obligations under the lease. In the event that the exterior door lock or locks in the leased premises are not in normal working condition at any time during the term thereof, and if the Resident reports such condition to the Landlord, then and in that event, the Landlord shall within a reasonable period of time following receipt of notice from the Resident of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced, nor shall the Resident without permission of the Landlord add new locks.

18a. Lock outs - Residents that are locked out of their apartment when the office is closed will be charged \$25 if our staff is called to unlock their door. Lock outs that occur during the work day, (M-F) 8 AM to 4 PM will not be charged.

19. Loss, Damage, Injury, Duty to Indemnify and Hold Harmless, and Insurance Responsibility- The Resident agrees to indemnify and save the Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Resident, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons. Any damage to the building, the Landlord's unit, any other unit(s), or common area caused by Resident, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect, or improper conduct of any such persons shall be borne by the Resident, and in such an event, the Resident shall forthwith pay to the Landlord such sums as necessary to repay the Landlord for all costs of such repairs and all losses arising from such damage within 30 of completion of repairs.

All personal property in any part of the building within the control of the Resident shall be at the sole risk of the Resident. Landlord shall not be liable for damage to or loss of property of any kind, while on the leased premises, any common areas or in any storage space in the building. Resident acknowledges that Landlord does not provide insurance for Resident's personal property. Resident agrees to purchase their own Homeowners/Contents Insurance Policy and holds Landlord harmless for any personal injury and loss or damage to any and all of Resident's property. Resident must provide management with a certificate of insurance and seek prior written approval to have a waterbed in the premises. Please also refer to Article 9.

20. Notices-Written notice from the Landlord to the Resident shall be deemed to have been properly given if delivered personally to the tenant by the Landlord or the Landlord's agent, or if left at the abode of the Resident, or if mailed by U.S. Postal Service to the Resident at the address of the leased premises. Written notice from the Resident to the Landlord shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Landlord at his address set forth in the first paragraph of this lease, unless the Landlord shall have

notified the Resident of a change of the Landlord's address. *Notwithstanding the forgoing, notice by either party to the other shall be deemed adequate if given in any manner authorized by the law.*

21. **Other regulations-** The Resident agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this lease, as shall from time to time be established by the Landlord in the future for the safety, care, cleanliness, or orderly conduct of the leased premises, the building of which they are a part and the land appurtenant to, and for the benefit, safety, comfort and convenience of all the occupants of said building. The Resident further agrees that any of these herein described rules and regulations are incorporated herein by reference and constitute substantive material terms of this agreement.

22. **Parking-** Parking on the premises of the Landlord is restricted to one (1) vehicle (car/pickup truck) per assigned Fox Park vehicle sticker. All such vehicles shall have current vehicle inspections, registrations and be in operable condition. The Resident is not allowed to have any other type of motor vehicle, motorcycle or recreational vehicle and/or trailers on the premises without prior written permission of the Landlord. Permitted motorcycles must have a plate under the kick stand. The Resident agrees not to make repairs to maintain a vehicle anywhere on the property (including but not limited to grass and/or parking area). Prohibited work includes, but is not limited to, oil changes, rotation of tires, restoration, and tune-ups.

The following locations are subject to towing of Resident's or visitor's vehicles without notification: in front of, the 'Don't Even Think of Parking Here' sign on the end of Building Two; any 'Reserved' sign; between the signs in front of the dumpster; on any grass surface; either entrance to Fox Park Drive; a handicapped spot; the walkway to a building entrance; or at the top of the Winter Street lot in such a way as to constrict Fox Park Drive.

23. **Snowstorm Policy-** During a snowstorm, Fox Park Drive will be plowed. Notices will be placed on the entrance door to each building 24 hours prior to a plow of the parking lanes. At such time all vehicles must be removed from the parking lot and may not return until plowing and sanding are completed. If the Resident is planning to be away or at work or in class during the cleanup, the Resident is asked to leave the keys to the vehicles with a neighbor or to make arrangements with the maintenance staff by calling the office or building superintendent. All vehicles that do not move are subject to being towed without notice at the Resident's expense.

24. **Pets-** NO PETS shall be kept in or upon the leased premises or any common area under any circumstances for any length of time, without written consent of the Landlord. The term "pets" includes, but is not limited to, dogs, cats, birds, reptiles, insects and/or fish. NO DOGS are ever permitted in the apartment or on the property at any time, with the exception of legally registered service animals. Also, under no circumstances should any wild and/or undomesticated animal(s) ever be brought into or kept upon the premises. One cat is permitted in apartments on upper floors with the written consent of the Landlord. The resident agrees to the following "additional rent" payments monthly for the privilege of maintaining one cat in their apartment for the period of one lease term: a 12 month lease shall increase the monthly payment by \$25.00; a seasonal lease shall increase the monthly payment by \$35.00. Failure to follow this clause by harboring a pet without consent will result in a \$100 fine.

25. **Plumbing-** The water closets, disposals, and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall sweepings, rubbish, rags, or any other improper articles be thrown into the same. Any damage to the building caused by the misuse of such equipment shall be borne by the Resident by whom or upon whose premises it shall have been caused.

26. **Repairs-** The Resident agrees with the Landlord that the Resident is responsible for taking reasonable measures and using reasonable means to maintain the premises, including all equipment and fixtures. The Resident is obligated for the cost of any repair or replacement of any equipment or fixtures damaged as a consequence of Resident's failure to use such reasonable means and measures. To the extent any equipment or fixture requires repair due to break down for reasons other than the Resident's failure to use reasonable means to maintain it, the Landlord will make the repair without cost to the Resident.

27. **Right of Entry-** The Landlord may enter upon the leased premises to make repairs thereto, to inspect the premises, or to inspect/replace treatments for pests, or to show the premises to prospective tenants, purchasers, or mortgagees. In no case will the Landlord enter the premises without first obtaining permission from the Resident, except in the situation in which the Landlord believes it necessary to enter to make emergency repairs. The Landlord may also enter upon the said premises if it reasonably appears to have been abandoned by the Resident or as otherwise permitted by law.

28. **Non-Performances or Breach by Resident-** If the Resident shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Resident shall be declared bankrupt, or insolvent according to law or if any assignment of the Resident's property shall be made for the benefit of creditors, or if the premises appear to be abandoned, then and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Landlord, without necessity or requirement of making any entry may (subject to the Resident's rights under applicable law) terminate this lease by:

a) A thirty (30) day written notice to the Resident to vacate said leased premises in case of any material breach except as permitted in (b), (c), or (d).

b) A seven (7) day written notice to the Resident to vacate said leased premises upon the neglect or refusal of the Resident to pay the rent as herein provided.

c) A seven (7) day written notice to the Resident to vacate said leased premises in the case of substantial destruction to the

premises or common areas.

d) A seven (7) day written notice to the Resident to vacate said leased premises in the case of any behavior by the Resident and/or his or her family, servants, employees, agents, guests, or visitors, which is adverse to the health and safety of the other tenants, the Landlord and/or the Landlord's agent(s).

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or other breach of any of the said terms, conditions, covenants, obligations, or agreements.

29. Removal of Goods- After the Resident vacates at any time during or at the expiration of this agreement, either voluntarily or by eviction, the Resident must remove all of his/her goods from the premise and any storage and common areas. The Landlord is authorized by statute to dispose of any of the Resident's property in any manner whatsoever as the Landlord sees fit and without notice to the Resident following the expiration of the period of time prescribed by statute. Except as provided otherwise by statute, the Landlord shall not be responsible for any damage to any property the Resident fails to remove after move out.

30. Subletting, Number of Occupants- The Resident shall not assign nor underlet and/or sublet any part or the whole of the leased premises, nor shall permit the leased premises for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Landlord. Absent prior written consent by the Landlord to an assignment, underlet, or subset, no occupants not named in this lease shall occupy the leased unit or premises. If the Landlord reasonably determines that persons other than the Residents named herein are occupying the leased premises, then the lease shall immediately be in default, justifying immediate termination at the option of the Landlord.

31. Trustee- In the event that the Landlord is a trust, corporation, company or a partnership, no settler, trustee nor any beneficiary of such trust, nor any shareholder, member, or partner, General or Limited, of such corporation, company or partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches or equipment.

32. Waiver- The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

33. Separability Clause- If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

34. Reprisals Prohibited- The Landlord acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any Resident for seeking to assert his legal rights.

35. Grills- The use or storage of grill of any type, including but not limited to gas, wood, charcoal, and electric, is **STRICTLY FORBIDDEN** any where in the apartment or on balconies. Any use or storage of a grill within 10 feet of a building (town ordinance) constitutes an automatic default by the Resident.

36. Cleaning- Resident is responsible for cleaning the leased premises at the end of the tenancy. The premises should be left in the same condition in which it was rented, less reasonable wear and tear. If the Resident neglects to clean the premises, or, if the Resident fails to adequately clean the premises and the Landlord must subsequently clean the premises, the following fee schedule shall apply:

a) Refrigerator and freezer: \$75.00

b) Stovetop and Oven: \$100.00

c) Kitchen (including sink, cupboards, counters, dishwasher, and cabinets): \$75.00

d) Floors (vacuum and sweep): \$75.00

e) Bathroom: \$100.00

f) Walls (if you allowed smoking or burned incense): \$100.00

Resident shall also be responsible for all costs and/or fees associated with the removal of debris left and general cleaning by Resident in or upon the leased premises and/or common areas. Resident will request the Landlord to inspect the unit prior to returning the keys and signing the Exit Inspection Report to verify the property is left in proper condition.

37. Court Costs and Legal Fees- In the event legal action is necessary to enforce any portion of this lease, effect eviction through legal process, collect damages as a result of unpaid rent, damage to the premises, removal of debris, and/or clean the premises, Resident agrees to pay all court costs and legal fees incurred by the Landlord. These costs and fees include, but are not limited to, attorney fees, service costs, filing fees, witness fees, and/or postage costs. Such fees and costs shall be deemed unpaid rent for purposes of all arrearage owing and shall be added to any and all rent arrearages owing.

38. Outstanding Balances- All rent due and unpaid charges (example: late fees, fines, etc.) will be reported to the Credit Bureau and/or pursued with a legal action. The Resident cannot use his/her security deposit as his/her last month's rent, and it will not be applied to any outstanding balances without authorization from Management.

39. Vacating upon termination-Resident further covenants and agrees that upon the expiration of said term, or upon the termination of the lease for any cause, s/he will at once peacefully surrender and deliver up the whole of the above described premises, together with all the improvements thereon, to the Landlord, its agents, and assigns.

40. Holdover tenancy- The Resident covenants that his/her occupancy of the said premises beyond the term of this lease

Fox Park Apartments Residential Lease

shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the Landlord of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only.

ADDITIONAL PROVISIONS

- 1. \$25.00 Fine for non-compliance with snow-plowing procedure per storm (separate from towing charge).
2. \$50.00 Fine for auto repairs done on premises without permission.
3. \$10.00 Fine for each trash bag or any personal belongings left in common areas.
4. \$50.00 Fine for minor damage to landscaping.
5. \$100 Fine if smoke detector is disconnected.
6. \$50.00 Fine for continued excessive noise after 8 PM
7. \$100.00 Fine for failure to register a pet.

ADDITIONAL RULES AND REGULATIONS

- 1. Children shall not play in public halls.
2. No baby carriage, tricycles, bicycles, etc. shall be stored in the halls, passageways or areas of the building. Bicycles will not be locked to or stored on any exterior railing at the front or rear entry of any building.
3. No animals or pet of any kind shall be kept or harbored in the rental premises without written permission by the Landlord. Upon receiving permission of the Landlord to maintain a cat the Resident agrees to make "Additional Rent" payments in the amount stipulated in Article 24.
4. No wires, cables or aerials for radio or television purposes shall be installed upon the roof or other parts of the building without the Landlord's written permission.
5. Nothing shall be thrown by the Resident, their servants, employees, agents, guests, family, or visitors from the windows or doors or the passageways or hallways.
6. Nothing shall be placed upon the outer window sills and dust mops, clothing, rugs, etc. shall not be shaken or cleaned in any of the public halls or from any of the windows, doors, or landings.
7. Resident shall promptly report all leaking faucets or toilets.
8. The Resident's family and guests shall have due regard for the comfort and enjoyment of other tenants in the building. Resident is responsible for the behavior of guests.
9. If storage space provided in any part of the building, it shall not be considered a part of the leased premises or part of the consideration for which rent is paid. All goods or property stored in such space shall be at the sole risk of the Resident.
10. Open containers of alcoholic beverages are not permitted in the parking lots, mail or laundry rooms or any other common areas.
11. The Resident agrees to refrain from holding large parties or other gatherings in the leased premises, and for the purpose of the agreement, the Resident agrees that no more than 8 persons shall be present in the leased two bedroom premises (5 persons in a one bedroom apartment) at any one time without first obtaining the Landlord's written consent. Drinking games and alcohol table games are prohibited.
12. The use of unattended candles is strictly prohibited.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written, and each Resident as an individual state under the pains and penalties of perjury that s/he is over the age of eighteen (18) years. The undersigned Resident(s) are also aware that they are jointly and severally liable for all terms of the above lease.

..... Resident Date Resident Date
..... Cosigner Date Cosigner Date
..... Landlord Date

**Fox Park Apartments
11 Langdon Street, Plymouth NH 03264
Co-Signer Agreement**

This agreement is being entered into between *Pegasus Real Estate LLC dba Fox Park Apartments* (owner/Lessor) and _____ (co-signer) on the ____ of _____, 20____.

I agree to co-sign on the lease agreement between *Pegasus Real Estate LLC* (Owner/Lessor) and _____ (Lessee) for the leased address of:

____ Fox Park Drive Apt # _____ in Plymouth, NH 03264

I, the undersigned, promise to guarantee the Lessees compliance with the financial obligations of the lease agreement at said property.

I, the undersigned, understand that I will be required to pay the property owner or management company on demand, all costs including, but not limited to, rent, damage assessments and any reasonable attorney fees incurred by the property owner or management company under the terms of the lease agreement if, and only if the Lessees themselves fail to pay.

I, the undersigned, also understand that this Co-signer agreement will remain in force for the duration of the lease.

Co-signer _____ Date _____

Lessee _____ Date _____

Personal Information

Co-Signers Full Name: _____

Co-signer SSN #: _____

Date of Birth: _____ Home Phone: (____) _____

Current address: _____

City, State, Zip code: _____

I hereby make application for an apartment and certify that this information is correct. I authorize you to contact any agencies, offices, credit bureaus, landlords, or professional references for the purpose of verifying the information I have provided. I also authorize you to obtain my consumer credit report from your credit-reporting agency, which will appear as an inquiry on my file. The information provided would be used solely for the determination of my eligibility and admission to Fox Park Apartments and that the information that is supplied will be kept confidential.

Co-Signer signature: _____ Date: _____

Pegasus Management Corp.

Fox Park Apartments

11 Langdon Street

Plymouth, NH

536-4027

HOLDING CONTRACT

In consideration for holding vacant the property stipulated in the application for residency exclusively for Resident's Name, the fore named applicant agrees to pay a holding fee of \$ deposit amount to Pegasus Management Corp/Fox Park Apartments.

The holding fee shall secure the property from the time the application for residency is approved until the lease agreement is executed on or before _____.

The holding fee shall be held as a security deposit for the applicant upon execution of the lease agreement. Said deposit will be held in account at Citizens Bank.

If for any reason the applicant should decide not to rent the property after the lease is signed, Pegasus Management Corp. shall retain the holding fee.

Applicant _____ Date _____