

# Pegasus Management Corporation

41 South Main Street • Derry, NH 03038  
(603) 425-7800

## 1. Residency and Financials

### 1.1 DEFINITIONS

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The words "Lessor" and "Lessee" 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 Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.

### 1.2 PARTIES AND OCCUPANTS

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This Lease Contract is between you, the undersigned resident(s):

**Sarah Student, Ryan Resident**

and us, the owner/agent:

Pegasus Real Estate, LLC - Fox Park Apartments  
11 Langdon Street  
Plymouth, NH 03264

(603) 536-4027

You've agreed to rent the property located at

**Fox Park Drive  
Plymouth, NH 03264**

for use as a private residence only. The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

### 1.3 LEASE DURATION

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The term of said lease shall begin on 0X/0X/20XX and end 0X/0X/20XX. There is a **30 Day Notice To Vacate** required prior to lease expiration. Notices to vacate are effective the first day of the month only. If notice is given within 29 days of the end of the month, the move out date shall be for the end of the following month.

### 1.4 RENTS AND CHARGES

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The monthly rent to be paid for the leased premises shall be **\$ .00** . The first month's rent and/or \$ .00 shall be due prior to move-in.

**Please note that the Lease rent amount is the base rent only and does not include ongoing fees for pets as you may have listed below. Please be sure to include the total additional charges below with your monthly rent:**

Every month thereafter, you must pay your rent on or before the 1st day of each month with 5 days of grace period. Please include these additional charges to your rent payment. Late fees will be added in the amount of \$75.00 Flat Fee on the sixth day of the month if rent has not been paid (received in our office). If any payment is returned to the bank as insufficient funds an additional \$35.00 will be added to your account. On the termination date, the lessee shall return possession to the lessor and return all keys to the apartment, outside doors and mailbox to the lessor.

## 1.5 PETS

Cats are allowed (**2 cat maximum per unit**) under the stipulation that they are indoor, and spayed. You are authorized to have the following cat(s) listed below in your unit as of the effective date of this lease:

- **cat**

Please remember to include the \$20.00 monthly fee per cat listed above to your monthly rent payment.; a seasonal lease shall increase the monthly payment by \$30.00. If you remove or acquire a cat you are required to notify the leasing office of this change. Failure to notify us will result in a \$125.00 fine should we find an unauthorized cat(s) during the annual inspection of your unit.

**NO DOGS ARE PERMITTED IN THE APARTMENT OR ON THE PROPERTY AT ANY TIME. Pet sitting or guests visiting the property with a dog is not permitted.**

We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for flea treatments, deodorizing, and shampooing.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

## 1.6 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is **\$00**, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. ***1.All security deposit funds are currently held with Citizens Bank, 42 Pinkerton St., Derry, NH 03038.*** This bond is equivalent to the total value of the security deposit held by the Lessor on the property located in , Plymouth, NH . Said deposit shall be held or disposed of by said Landlord in compliance with the provisions of RSA 540-A:6(II)(c). Landlord may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damage to the premises, except for ordinary wear and tear caused by Tenant; (3) Clean the premises as indicated by section 4.7 when the premises are not left adequately clean, and (4) compensate Landlord for any other losses as allowed by state law and (5) Legal and administration expenses and court expenses associated with any action and collection of unpaid rent.

## 1.7 WRITTEN NOTICE TO VACATE

Written notice from the Lessor to the Lessee shall be deemed to have been properly given if delivered personally to the tenant by the Lessor or Lessor's agent, or if left at the abode of the tenant, or if mailed by us postal service to the Lessee at the address of the leased premises, written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*

## 1.8 NON-RENEWAL OF LEASE

If the Lessee intends to vacate the premises and not execute a lease renewal, the following requirements need to be met. The Lessee must provide a written 30-day notice prior to the end of the lease term. This notice is essential for the Lessor to rent the premises and meet the requirements of a new tenancy, and thus, if such written notice is not provided, the Lessee shall assess a lawful charge equal to one month's rent.

Lessor and Lessee further covenant and agree: that during the term of this Lease and for such other and further period as the said Lessee shall occupy the said premises, all of the terms, covenants and conditions herein shall remain in full force and effect Lessee(s) is/are responsible for all utilities.

## 1.9 TRANSFER FEE

If Lessee at any time during the terms of the lease agreement wish to transfer to another unit within the Pegasus Management portfolio there is transfer fee \$500.

1.10 BUY-OUT CLAUSE

To terminate the lease agreement pursuant to this clause, the Lessee must first provide notice in writing 30 days prior to the date on which the termination shall occur. If this condition is met, the Lessee will pay Lessor ¼ of the remaining term rent owed, or one month's rent whichever is greater. **This amount is due immediately upon submitting the 30 day notice. This early termination clause is not available to unrelated residents matriculating at PSU.**

The lessee hereby initialing this statement is showing that he/she understands the above clause and is responsible for such costs, which might be incurred if the lease is broken.

Lessor and Lessee further covenant and agree: that during the term of this Lease and for such other and further period as the said Lessee shall occupy the said premises, all of the terms, covenants and conditions herein shall remain in full force and effect Lessee(s) is/are responsible for all utilities.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

1.11 ADDITIONAL OCCUPANTS

The Lessee is not permitted to allow any occupants other than those named on the lease to reside permanently or for more than 7 days within the apartment. The Lessor must approve any additional occupants before moving in. If the Lessee fails to notify the Lessor of any additional occupants the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease.

The Lessee hereby initialing this statement is showing that he understands the above clause regarding additional occupants. And failure to follow such clause will result in term of lease agreement.

1.12 KEYS

**Cost for keys lost or not returned during move out (if applicable):**

All deadbolts, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. Resident agrees to pay \$25.00 for each missing key upon exiting the apartment or if lost while a current tenant, Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor.

In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term thereof, and if the Lessee reports such condition to the Lessor, then and in that event, the Lessor shall within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks.

Locks shall not be changed, altered, or replaced nor shall the Lessee without the written permission of the Lessor add new locks. Any locks permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicated key to any such changed, altered, replaced or new lock to the Lessor. Should at any time the Lessee becomes locked out of their apartment due to the Lessee's own actions the Lessor will open the leased premises for the Lessee with a charge of \$50.00. If this request is needed after normal business hours or over the weekend the charge is increased to \$100.00.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

## 2. Policies and Procedures

### 2.1 RESIDENT SAFETY AND PROPERTY LOSS

All occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

#### Casualty Loss

We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

#### Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

#### Disturbance, Illegal use

Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive 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 Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills. No flags, banners, sheets, towels and/or posters shall be placed in the windows.

#### 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 Lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of any such destruction of or damage to the lease premises, or to the common areas of the building customarily used by the Lessee 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 lease premises or such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore.

### 2.2 SMOKE DETECTORS

The unit is equipped with smoke detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us. Should we find any smoke detectors missing during the annual inspection you will be fined \$125.00 per smoke detector.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

### 2.3 COMMON AREAS

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 window sills.

## 2.4 EXCESSIVE MOISTURE

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Excessive moisture in the premises can encourage the growth of mold, which may damage property and create health issues under certain circumstances. In order to lessen the likelihood of mold growth, Lessee agrees to the following:

- Clean the premises regularly, especially the kitchen and bathroom
- Maintain adequate temperature and appropriate humidity levels by proper use of heat or AC
- Use ventilation fans provided in kitchen hood and bathroom
- Promptly notify management all water leaks or water damage
- Large fish/reptile tanks are prohibited due to excessive humidity added to the air

## 2.5 SNOWSTORM PROCEDURES

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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.

## 2.6 PARKING

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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.

## 2.7 TOWING

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We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current registration and/or inspection sticker, take up more than one parking space, are parked in a marked handicap space without proper insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, and fire lanes and may be towed without warning. Towing will be at the owner's expense.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

# 3. Responsibilities

## 3.1 CLEANLINESS OF PREMISES

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The Lessee shall maintain the leased premises in a clean condition. Lessee 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, rubbish or other substance or article into any other parts said building or the land adjacent thereon, except in proper receptacles and accept in accordance with the rules of the Lessor.

## 3.2 CONDITION OF PREMISES AND ALTERATIONS

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You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices.

The Lessee 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 Lessor, nor 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 Lessor in good, clean and habitable order and condition, reasonable wear and tear excepted. Damages caused by smoke (example: Cigarettes, candles, incense

etc.) shall not be considered normal wear and tear. No washing machine, air- conditioning unit, space heater, clothes dryer, aerials, or other like equipment shall be installed without the prior written consent of the Lessor.

### 3.3 DELIVERY AND ACCEPTANCE OF PREMISES

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In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rated basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his 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 Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.

Lessee has had the opportunity to view the premises and hereby acknowledges the good condition of the Leased premises and agrees that the lessee shall maintain the Leased premises in good repair and condition, reasonable wear and tear is accepted.

### 3.4 REQUESTS, REPAIRS, MALFUNCTIONS

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**Repairs/Maintenance - For general maintenance contact the main office at 603 536-4027 or Building Superintendent, 603-254-8043. You can also submit maintenance request on-line through the Tenant Portal.** The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility, which any may have under applicable law to perform repairs upon the leased premises.

If Lessee fails to report any required maintenance within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand. You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.5 PLUMBING

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The disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, feminine hygiene products; or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor. If problem is determined to have been caused by the Lessee, the lessee will be charged for the service rendered to fix damaged equipment.

**\*\*If we respond to clear a toilet clog caused by misuse, you will be charged for this maintenance service call \*\*\$50-\$150+.**

### 3.6 HEAT AND OTHER UTILITIES

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The resident shall pay, as they become due, all bills for electricity whether they are used for furnishing heat or other purposes, provided to the demised premises and presently separately metered. The landlord shall in no event be liable for the failure to furnish electricity, 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. Each unit is separately metered by the New Hampshire Electric Cooperative (800-698-2007).

The resident agrees to use all diligence in the conservation of energy, as though it were his/her own property and agrees to close and secure all windows, report all significant drafts, and not reduce thermostats below 60 degrees when away from the premises.

### 3.7 EQUIPMENT

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The premises are furnished by the Lessor with, among other mechanical installations, all or *some* of the following appliances; Stove and Refrigerator, A/C unit(s), Microwave, Dishwasher. Lessee may not install any major appliance, not currently furnished in the premises such as a washer or dryer, without prior written consent of Lessor.

### 3.8 RIGHT OF ENTRY AND INSPECTIONS

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We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

### 3.9 EXTERMINATION

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Should the Leased apartment become infested with bed bugs, fleas (but not limited to) the cost for extermination(\$500 - \$2500+) will be reflected back to the Lessee.

### 3.10 EMINENT DOMAIN

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If the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term, or any extension of renewal thereof, then at the option of either the Lessor or the Lessee, this lease and said term shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the lessor and the Lessee may have been divested by such taking.

Said option to terminate shall be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth herein above shall be deemed to be the exercise of said option; and upon the giving of such notice, this lease shall be terminated as of the date of the taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herein before reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation.

The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claim based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.

### 3.11 GOVERNMENTAL REGULATIONS

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The Lessor shall be obligated to fulfill all of the Lessor's obligations here under to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereu nder shall not (subject to applicable law) be affected, impaired or excused because the Lessor 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 Lessor 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 rents) which is beyond the Lessor's reasonable control

### 3.12 LOSS OR DAMAGE

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The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor. Lessee agrees to purchase their own Homeowners/ Contents Insurance Policy, and holds lessor harmless for loss or damage to any/and all of lessee's property.

### 3.13 INSURANCE

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We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We strongly encourage you to obtain your own renters insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

## 4. General Clauses

### 4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

#### **Military Personnel Clause**

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

### 4.2 SUBLETTING - NUMBER OF OCCUPANTS

The Lessee 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* and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.

### 4.3 NON-PERFORMANCE OR BREACH BY LESSEE

If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned, 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 Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease by:

- A. A thirty (30) day written notice to the Lessee to vacate said leased premises in case of any breach except only for non-payment of rent, or
- B. A seven (7) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.
- C. A seven (7) day written notice to the Lessee to vacate the leased premises in the case of substantial destruction to the premises or common areas.
- D. A seven (7) day written notice to the Lessee to vacate the leased premises in the case of any behavior by the tenants and/or his or her family, 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 preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

### 4.4 LESSEE'S COVENANTS IN EVENT OF TERMINATION

The lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor:

- A. The Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof; and
- B. The Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Lessee. Lessor'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 Lessor in moving Lessee's belongings pursuant to eviction proceedings, cleaning costs as defined in section 4.8, and legal and court costs as defined in section 4.7.



C. At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date. Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

#### 4.5 HOLDOVER

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

#### 4.6 REMOVAL OF GOODS

Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee, provided, however, that if the Lessor removes the Lessee's goods or effects, he shall comply with all applicable laws and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

#### 4.7 MOVE OUT CLEANING INSTRUCTIONS

Lessee 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 Lessee neglects to clean the premises, or, if the Lessee fails to adequately clean the premises and Lessor must subsequently clean the premises, the following fee schedule shall apply.

- |   |          |
|---|----------|
| A. Refrigerator & Freezer:  | \$100.00 |
| B. Stovetop, Oven:  | \$150.00 |
| C. Kitchen sink, cupboards, counters & dishwasher:  | \$100.00 |
| D. Floors vacuumed or mopped:   | \$75.00  |
| E. Bathroom (bathtub, sink, vanity, toilet):  | \$150.00 |
| F. Smoke Damage:: Walls and Ceilings, Rug/Floor Cleaning or Replacement. Cost to be determined by Lessor after completion of renovation. Charges can range from \$250 - \$2,500.00. |          |

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

#### 4.8 COURT/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, Lessee agrees to pay all court costs and legal fees incurred by Lessor. 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 arrears owing and shall be added to any and all rent arrears owing.

#### 4.9 OUTSTANDING BALANCES

All rent due and unpaid charges (example: utilities, late fees, etc.) will be reported to the Credit Bureau and/or pursued with a Small Claim Action. You cannot use your security as your last month's rent, and it will not be applied to any outstanding balances without authorization from Management.

#### 4.10 COPY OF LEASE

The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.

#### 4.11 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 hereby.

#### 4.12 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.

#### 4.13 REPRISALS PROHIBITED

The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

#### 4.14 OTHER REGULATIONS

The Lessee 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 Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, safety, comfort and convenience of all the occupants of said building.

#### 4.15 TRUSTEE

In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied here under 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

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_ X \_\_\_\_\_  
Sarah Student Ryan Resident

### 5. Sign and Accept

#### 5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing or signing your name, you are consenting to manually or use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee Sarah Student

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessee Ryan Resident

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed