

PROPERTY ADDRESS: 30 Coe Drive, Durham, New Hampshire 03824

LEASE AGREEMENT

Lease made this 20th day of July, 2018 by and between Charlie Nitschlm hereafter referred to as LANDLORD (s) and the individuals listed below, hereafter referred to as TENANT(s),

All Tenant(s) legal name, Parent or Guarantor's Name, and parent's permanent address.

1. _____

Tenant:

Guarantor Address: _____

WITNESS: That in consideration of the rents and covenants herein contained, the Landlord hereby lease unto the Tenant(s) a certain house, located at Coe Drive, Durham, New Hampshire 03824 (hereinafter called Premises), with your TERM beginning August 24th, 2018 ending at noon May 21, 2019.

RENTAL PAYMENTS: The total rent for the term hereof is the sum of \$ 38,400 which is a monthly rate of \$3,200, payable in three (3) installments as outlined below:

- Summer Term installment due on or before May 15, 2018 in the amount of \$9,600;
- Fall Term installment due on or before Aug. 15, 2018 in the amount of \$12,800;
- Spring Term installment due on or before Dec 15. , 2018 in the amount of \$16,000;

Checks are made payable to Sharon Syrek, delivery to 6 Primrose Lane, Westford MA 01886 or at such other place Landlord may designate.

Failure to pay to Landlord the rental payment when it is due shall result in a penalty of:

\$25.00 after the first day;

AND

\$10.00 penalty for each day thereafter until all rent and late fees are paid in full.

1. TERM: The term of this lease shall be as stated above unless earlier terminated in accordance with the terms and conditions of this lease. In the event that Landlord fails to deliver possession within seven (7) days from start date of Lease, Tenant(s) at their option may void this Agreement and have full refund of any and all of the stated security deposit. Landlord will not be held liable for damages to Tenants for delay or failure to deliver possession.

2. RETURNED CHECKS: Tenant(s) agrees to pay a \$50.00 charge for any rent checks returned by the bank for insufficient funds or any other reason.

3. UTILITIES: Tenant(s) agrees to pay all utility charges including for heat, cable, internet and electric. Tenant(s) acknowledges that all utilities become the responsibility of Tenant(s) on June 1, 2018 and remain Tenant(s) responsibility until noon on May 21, 2019.

4. EQUIPMENT: Tenant agrees to use and maintain all furnishings, equipment and mechanical installations such as appliances and plumbing fixtures in accordance with the manufacturer's specifications and be responsible for all repairs and damage brought about by misuse and/or neglect of such equipment by the Tenant(s). Washer and dryer are strictly for Tenant(s) use only. Tenant(s) shall have a duty to notify Landlord of dangerous conditions or needed repairs on the premises, and shall guard against loss or risk to him/herself and others, until the Landlord shall have opportunity to inspect or rectify, if necessary, the said condition or need.

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5. CLEANLINESS OF PREMISES/ TRASH REMOVAL: Tenant(s) shall maintain the Premises in a clean, sanitary and safe condition. Tenant(s) is responsible for disposing of all trash in the barrels provided in garage (not on porch). Tenant(s) is required to bag all trash in large garbage bags and bring barrels to street on pickup day on a weekly basis. Trash barrels must be returned back to the house from the street by the end of pickup day. Otherwise, the town of Durham may levy trash fines. Tenant(s) is responsible for all fines imposed.

6. MAINTENANCE: Tenant(s) shall maintain in neat condition all grounds. Tenant(s) is responsible for lawn mowing and shoveling. Landlord will supply a working lawn mower and shovel. Tenant(s) is responsible for shoveling and removal of all snow and ice, and sanding and salting of stairs, walkways and driveway at the leased property at the sole expense of the Tenant(s). The Tenant(s) agrees not to perform automotive repairs on the premises. Tenant(s)

agrees to keep the premises in good repair. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

7. TELEPHONE SERVICE: Tenant(s) shall maintain some form of telephone service at all times during their tenancy, and will promptly provide said telephone number to Landlords.

8. NUMBER OF OCCUPANTS: Tenant(s) agrees that the demised premises shall be occupied by no more than three (3) persons, consisting of the Tenant(s) and NO other individuals, without the prior written consent of the Landlord. No extra mattresses or bed frames are allowed to be stored at the property.

9. ASSIGNMENT: No assignment or sublease of the unit shall be binding upon the Landlord, nor shall Tenant(s) confer any rights to the proposed assignee or Sublettee without prior written consent of the Landlord.

10. TAXES: The Landlord shall pay all municipal taxes and assessments upon the property.

11. DESTRUCTION: In case of minor damage to the property by fire or other casualty, Landlord shall cause the damage to be repaired and the rent shall be equitably abated only for such period of time as the property remains untenable; but if the property is destroyed or so damaged that Landlord shall decide in Landlord's sole discretion, that it is inadvisable to repair the property, this lease shall cease and terminate, and in such case, rental shall be prorated to the date when such fire or casualty occurred. The Tenant(s) releases the Landlord from any and all claims for any loss, damage or inconvenience arising from the fire or other casualty, the necessity of repairing any such portion of the property and the termination of this lease.

12. DANGEROUS MATERIALS : Tenant(s) shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might be considered hazardous or extra hazardous by a responsible insurance company. The use of candles, kerosene lamps, kerosene heaters, space heaters, grills and fire pits is strictly prohibited.

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13. TENANT'S PROPERTY: Landlord shall not in any way be responsible for the Tenant's personal property. Any such personal property not removed by the Tenant(s) immediately upon the termination or expiration of this lease shall, seven (7) days after Tenant(s) quits the premises, be deemed abandoned, become the property of the Landlord, and may be subject to loss of the security deposit.

14. INSURANCE: The Tenant(s) is responsible for providing insurance coverage for their personal property. Under no circumstances does the Landlord's insurance coverage provide for the repair or replacement of the Tenant's personal property. Landlord shall maintain a General Liability Policy covering the Premise building(s).

15. INDEMNIFICATION: The Tenant agrees to indemnify and hold harmless Landlord from

any loss, damage, claim, demand, suits, judgments or liabilities which Landlord may incur, and any costs or expenses to which Landlord may be put, arising by reason of any injury or death to persons or property or any claim on account thereof resulting from the Tenant's use of the property.

16. DEFAULT: If Tenant shall fail to pay when due the rent required under this lease or shall fail to keep or perform any of the covenants set forth in this lease, Landlord may declare a forfeiture of the Tenant's leasehold, re-enter the property and expel Tenant and Tenant's property, sue Tenant for the rent reserved in this lease, and resort to any other legal remedy; provided, however, that the foregoing remedies of Landlord shall be deemed cumulative and not exclusive. Tenant agrees to reimburse Landlord for any and all expenses occasioned by such default including reasonable attorney's fees and other costs of collection.

17. ALTERATIONS / IMPROVEMENTS: Tenant shall make no alterations to the building on the demised premises or construct any building or make other improvements on the premises without prior written consent of the Landlord. All alterations, changes and improvements built, constructed, or placed on the premises by Tenant, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

18. LOCKS: Tenant agrees not to change or install locks on the demised premises without prior written approval by the Landlord. Landlord is to have key(s) to the premises at all times. Each Tenant is issued a Key to the Premises and is responsible to return the Key provided to Landlord upon the expiration of this Agreement. Failure to return issued Key to Premises shall result in a \$100.00 fee per Tenant to Landlord for each unreturned Key.

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19. SECURITY DEPOSIT: Tenant shall deposit the sum of \$3,200 to be held by the Landlord or Landlord's agent during the term hereof or any extensions as security for the full, faithful and punctual performance of the lease agreement and/or payment for ANY damage to the premises, fair wear and tear excepted. Said security deposit will be returned less any unpaid rent, fees, costs or damages if applicable by the Landlord to the Tenant with any due interest within 30 days from the termination of the rental period. This deposit shall not be applied by the Tenant to the last month's rent. In the event that the cost of any damages, fees and costs exceed the deposit, the difference between such damages, fees and costs and the deposit shall become immediately due and payable by Tenant to Landlord without notice or demand by Landlord. In the event the Tenant(s) after signing of the Lease, prior to possession of Premises, decide not to reside in the Premises on June 1, 2018, all rent payments due under Lease shall be accelerated becoming immediately due and payable and Landlord may retain Security Deposit in partial payment of the rent due.

20. CLEANING: Upon vacating Tenant(s) agrees to restore the premises to the condition it was in before occupancy. Failure to do so will result in loss of some or all of the security deposit.

21. TERMINATION: Notices to terminate from either party shall be deemed properly delivered if mailed by ordinary mail to the premises or address of addressee, thirty days prior to

vacating. However, the Landlord may for any breach of condition of this agreement, terminate this agreement by a seven day written notice to the Tenant(s) to vacate the premises. Upon the expiration or termination of this lease, Tenant(s) shall deliver up the property to the Landlord or his agent together with all keys thereto.

22. WAIVERS: Tenant(s) agrees that a waiver of any term of this agreement at any time shall not be deemed a waiver on any other occasion nor of any other term.

23. RIGHT OF ENTRY: Landlord shall give Tenant(s) at least 12 hours advance notice before entering the premises for purposes of inspecting the premises, making repairs or improvements or supplying necessary or agreed services. Landlord need give no notice before entering the premises in the case of an emergency. Except in the case of emergency, Landlord shall enter at reasonable times.

24. SHOWING THE HOUSE FOR SALE or RENTAL: Tenant acknowledges the rental premises may at the Landlord's discretion be listed for sale. Landlords shall have the right to show the rental premises to prospective purchasers or renters at any time upon 12 hours verbal notice. Tenant agrees to render the rental premises in clean and presentable condition prior to each such showing.

25. AUTOMOBILES : Parking on the premises is strictly for residents only. Tenant(s) agree not to park unregistered, un-inspected or disabled vehicles in the demised premises parking spaces, land, and/or on the streets adjacent to the premises. Tenant(s) parking is restricted to the Main House driveway and garage for a maximum of three (3) normal sized vehicles. Tenant(s) shall not park any trailers, boats, campers, trucks or watercraft vehicles on the Premises. Per Durham town ordinance, parking is strictly prohibited on the adjacent street and on lawn. Fines may be

imposed by Town for any offences, and Tenant(s) shall be responsible for paying any such fines.

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26. PETS: No pets or animals of any kind are allowed on the premises, not even on a visiting basis. This includes domestic, farm and exotic animals of any type. A \$100 charge per animal per day will be assessed against Tenant. The restriction against pets and animals on the premises shall be considered a material term of the Lease.

27. SMOKE DETECTORS & CARBON MONOXIDE DETECTORS: Tenant(s) acknowledges that all smoke detectors and carbon monoxide detectors are in working order at move in. It shall be Tenant's responsibility to notify Landlord immediately if batteries need to be replaced or if detector(s) becomes defective. Landlord shall replace batteries and defective detector(s) at their expense.

28. OBLIGATIONS JOINT & SEVERAL: If Tenant(s) is more than one person; the obligations of such persons under this lease shall be joint and several.

29. LEAD PAINT NOTIFICATION: This house was built before 1978, and like other older buildings built during this time, may contain a lead paint hazard. Tenant hereby acknowledges receipt of Lead Paint Disclosure and accompanying documentation entitled "Protect Your Family From Lead Paint in Your Home" produced by the EPA, or other document of similar

import/content as may be required by the appropriate government authority from time to time.

30. NOISE/NUISANCE: Televisions, music and musical instrument volume shall be kept at a level that no noise from it escapes the dwelling. Tenant shall not create or permit any other nuisance on the property. Tenant(s) agree to be respectful of the neighborhood they reside in and the neighbors that reside around the Premises. If the police respond and file a report for a disturbance for noise, parties, disturbing the peace, resisting arrest, etc., a charge of \$200.00 may be assessed against Tenant(s). If local authorities issue noise violations against any/all Tenant(s) Landlord reserves the right, after two written notices or violations by Tenant(s), to exercise eviction proceedings against all Tenant(s).

31. SOCIAL GATHERINGS: Any gathering of more than 10 people in or on the property is prohibited.

31. LAW VIOLATIONS. Any violation of the law leading to the need of a Peace Officer or other officers at the premises will give Landlord the option to terminate the lease. If Landlord exercises such option, all remaining rent payments due under Lease shall be accelerated and become immediately due and payable, and Landlord shall be entitled to retain the security deposit as partial payment of any unpaid rent. Tenant(s) are responsible for paying all fines imposed upon them or their guests by the Police or Town Officials.

32. ADDITIONAL PROVISIONS OF LEASE. Each of the following is a material term of the Lease:

- a. Smoking is NOT ALLOWED anywhere on the property. Fines will be imposed for each noncompliant incident.
- b. Outside water use is prohibited.
- c. Tenant(s) are responsible for any and all pest control at lease Premises.
- d. Landlord makes no warranties for use of the basement areas of Premises.

Basement area may or may not flood periodically and may contain high humidity.

Landlord is not liable for moisture damage to Tenant(s) property stored or left in the basement areas.
- e. Tenant(s) agree to perform the following routine maintenance on Premises;

Tenant shall protect the plumbing from freezing by using necessary heat to prevent frozen pipes. Tenant(s) shall maintain a minimum temperature of fifty-five (55) degrees Fahrenheit in Premises at all times. Tenant bears the direct financial responsibility for frozen pipes during the term of this Lease Agreement.

Tenant shall change all light bulbs as necessary.
- f. Tenant shall not use nails, screws, tape, adhesive hangers, or in any way use any items that would mar, deface or alter the walls, doors, cabinetry or woodwork, fixtures or windows of the premises. Tenant shall not paint the interior or exterior of the Premises without prior consent of the Landlord.
- g. The use of the fireplace is strictly prohibited. No fireplace inserts may be installed by Tenant without prior written consent of the Landlord.
- h. No waterbeds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted on the Premise without the Landlord's prior written

permission.

- i. Landlord is under no obligation to provide screens on any windows or doors. If there are screens presently installed, the Landlord is under no obligation to maintain those screens.
- j. Tenant shall promptly repair any broken glass on Premises at Tenant's expense.
- k. Tenant is responsible to relieve stoppages of drains and sewers at the Tenant's expense unless the resulting stoppage is caused by a condition existing prior to Tenant's occupancy.
- l. All game tables are to be restricted to the basement.
- m. In the event that Tenant(s) have lost keys to Premises and require assistance of Landlord in regaining entry to Premises, Tenant shall pay a fee to Landlord within three days of Landlord providing services of \$100.00 plus the costs associated with a locksmith for services.

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I _____ hereby swear that I will adhere to the two installments listed above
(Fall and Spring)
and will pay my share split up equally among the 4 tenants.

Signed by:

Landlord: Charlie Nitschelm

Date: _____

Tenant Signature

Printed Name: _____ Printed Name: _____

Telephone Number: _____ Telephone Number: _____

Date: _____ Date: _____

Charlie Nitschelm: cell 6039239079

This Lease Agreement Consists of eight (8) pages total, plus the one page lead disclosure and the
EPA Pamphlet entitled "Protect Your Family From Lead in Your Home"