

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

LEASE AGREEMENT

Lease made this 23rd 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.

----- Page 3-----

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.

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.

4

----- Page 5-----

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.

2 1. 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.

----- Page 6-----

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.

6

----- Page 7-----

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

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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
obligation to
there are screens presently installed, the Landlord is under no
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.

----- Page 8-----

I _____ hereby swear that I will adhere to the two installments listed above (Fall and Spring) and will pay my share of 3,000 dollars for the Fall instalment and 3,800 dollars for the Spring installment on time.

Signed by:

Nitschelm

Landlord: Charlie

Date:

Tenant Signature

Printed Name: _____

Telephone Number: _____

Date: _____

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Charlie Nitschelm: cell 603-923-9079

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"

8