

## LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between Layton Cote, Schoolhouse Technologies LLC, hereinafter called the "Landlord", and \_\_\_\_\_, hereinafter called "Tenant(s)".

(1) The Landlord/s hereby lease to the Tenant/s his/their premises located at 21 Schoolhouse Lane (Apartment # \_\_\_\_\_) Durham, NH, consisting of an apartment to be used for residential purposes. The Tenant/s assigned bedroom is at \_\_\_\_\_.

(2) The term of this lease shall be for \_\_\_\_\_ months commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ unless sooner determined as provided in this lease.

(3) The Tenant/s shall pay rent to the Landlord/s in the amount of \$\_\_\_\_\_ per month for the period, said \$\_\_\_\_\_ to be paid in advance on the first day of each month throughout the term of the lease. In the event rent is not paid within two (2) days after the due date, Tenant/s agree to pay a late charge of \$95.00. Tenant/s agree to pay \$95.00 for each dishonored bank check. The Landlord/s may raise the above rent paid per month at any time, in the event of utility or tax increases, and in such case will give Tenant/s at least a thirty (30) day notice of such increase.

(4) The Tenant/s shall pay for all charges for utilities not covered by landlord/s, services used, rendered, or supplied upon or in connection with the leased property, and shall indemnify the Landlord/s against any liability or damages on such account.

(4a) Landlord/s shall be notified in advance if any services are ordered by tenant(s) that will require building/wiring alterations.

(5) The Landlord/s will supply assigned canisters for garbage removal. It is the sole responsibility of Tenant/s to place garbage curbside in said canisters. Tenant/s agree to pay a charge of \$75 per incident for cleanup due to failure of said responsibility.

(6) The Tenant/s has deposited with the Landlord/s the sum of \$\_\_\_\_\_ dollars as security for the full and faithful performance by the Tenant/s of all the terms of this lease required to be performed by the Tenant/s, receipt of which is hereby acknowledged by the Landlord/s. In the event Tenant/s should terminate this agreement prior to the expiration of \_\_\_\_\_ months from commencement, the Landlord/s may retain security deposit as an additional refund. The security deposit is not to be used as the last months rent.

(6a) In case of any default by the Tenants in the performance of any of the terms of this lease, the Landlords may apply the security to the damages resulting from such default toward the payment or reduction of any claim of the Landlord/s against the Tenant/s. It is expressly understood that said damage deposit does not eliminate the extent of damages recoverable by Landlord/s.

(7) The Tenant/s shall not use or occupy or permit the leased property to be used or occupied, nor do or permit anything to be done in or on the leased property, in a manner which will in any way violate any certificate of occupancy affecting the leased property, or make void or voidable any insurance, then in force with respect thereto, or which will cause or be likely to cause structural damage to the building or any part thereof, or which will constitute a public or private nuisance, and shall not use or occupy or permit the leased property to be used or occupied in any manner which will violate any present or future laws or regulations of any governmental agency.

(7a) Maintenance, repairs, or alterations: Tenant/s acknowledge that the premises are in good order and repair, unless otherwise indicated herein. Landlord/s may at any time give Tenant/s a written inventory of furniture and furnishings on the premises and Tenant/s shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless Tenant/s objects thereto in writing within five (5) days after receipt of such inventory. Tenant/s shall at own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant/s shall be responsible for all repairs required for exposed plumbing or electrical wiring and for damages caused by negligence and that of Tenant/s family or invitees or guests. Tenant/s shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Landlord/s.

(8) The Tenant/s shall not keep pets of any kind on or within the leased property or grounds. Tenant/s agree to pay a charge of \$600 for violation thereof.

(9) It is expressly agreed between the Landlord/s and Tenant/s that there shall be no more than \_\_\_\_\_ adult tenant/s and 0 child(ren) residing at the subject premises. In the event any additional tenant/s occupy the subject premises during the lease term, said additional tenant/s shall be grounds for immediate termination of the within lease.

(10) The Tenant/s shall at his/her/their own expense, make all necessary repairs and replacements to the leased property during the term of this lease which are caused by the negligence or wrongful acts of the Tenant/s, invitees, or guests. In the event said repairs are not made by tenant/s, landlord/s shall impose a \$95 per visit and \$75 per hour charge in performing said repairs.

(11) At the expiration of the term of this lease, the Tenant/s shall surrender the leased property in good condition as it was at the beginning of this term, reasonable wear and tear expected.

(11a) In the event that the Landlord/s shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Landlord/s shall be entitled to all costs incurred in connection with such action, including attorney fees.

(12) If the lease property shall be deserted or vacated or if proceedings are commenced against the Tenant/s in any court under a bankruptcy act for the appointment of a trustee or receiver of the Tenant/s property, either before or after the commencement of the lease term, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or thereafter established on the part of the Tenant/s for more than twenty (20) days after written notice of such default by the Landlord, (if the Landlord/s so elects) shall thereupon become null and void, and the Landlord/s shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Tenant/s or other occupants thereof, and his/her/their effects, without being liable to any prosecution therefore. In such case, the Landlords may, at his/her/their option, re-let the leased property or any part thereof, as the agent of the Tenant/s for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such re-letting for such portion of the term. The Tenant/s hereby expressly waive the service of notice of intention to re-enter or of

instituting legal proceedings to that end. The Tenant/s waive and shall waive all right to trial by jury in any summary proceeding hereafter instituted by the Landlord/s against the Tenant/s in respect to the leased property.

(13) The Tenant/s shall indemnify the Landlord/s against all liability, penalties, damages, and expenses and judgments by reason of any injury to person or property, of any nature, arising out of the use, occupation, and control of the leased property. The Tenant/s are hereby surrogated to any rights of the Landlords against any other parties whomsoever in connection therewith. The Landlord/s shall promptly notify the Tenant/s of any claim asserted against the Landlord/s on account of any such injury or claimed injury to persons or property and shall promptly deliver to the Tenant/s the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceedings to assert or enforce any such claim. The Tenant/s shall have the right to defend any suit with attorneys of his/her/their own selection. The Landlords shall have a right, if they see fit, to participate in such defense at his/her/their won expense.

(14) The Tenant/s shall not assign or encumber the leased premises, nor sublet or permit the leased property or any part thereof to be used by others, without the written consent of the Landlord/s in each instance.

(15) The Tenant/s shall be responsible for keeping exterior grounds free of personal possessions, and for keeping walkways free of snow using shovels supplied by landlord/s.

(16) The Tenant/s acknowledge the leased premises are located in a residential area and shall conduct themselves in a reasonable manner so as not to cause disturbances to adjacent residences. Tenant/s agree to pay a charge of \$600 per incident if Landlord is notified by police of any disturbance at the leased premises resulting from the actions of tenant/s.

(17) The Tenant/s shall be jointly and severally liable for all the provisions of the within lease.

(18) The Tenant/s agrees that during his/her/their absence of the subject premises, the premises shall be heated at a level of 60 degrees F at all times during said absence from the leased premises. During winter months of December through February Tenant/s shall keep all windows fully closed and locked. Tenant/s agree to pay a charge of \$95 per day if windows are found open during said period. Tenant/s shall be responsible for damages resulting from failure to maintain heat and windows herein specified.

(19) This Agreement and the information provided on the premises during the lease term, said additional tenants shall be grounds for immediate termination of the within lease. Tenant/s agree to pay a \$900 charge in the event of said additional tenants.

(20) Military Clause: Tenant/s will be allowed to terminate this lease without penalty should a military transfer be ordered. Tenant/s agree to give the Landlords at least 30 days notice should such transfer order occur, and will allow Landlords or their agent to show property for rent immediately. This exclusion does not include a move to on base housing in the local area.

(21) Tenant/s shall permit Landlord/s or Landlord/s' agent/s to enter the premises at reasonable times for the purpose of making repairs and/or addressing urgent safety issues, and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants.

(22) Landlord/s shall supply fire extinguishers, located in each apartment under kitchen sink.

(23) No smoking of any type, including candles, is permitted inside the leased premises. Tenant/s understand that violation thereof can result in damages requiring, but not limited to, cleaning and/or replacement of interior carpets and repainting of interior walls, and agree to pay a charge of \$900 for violation thereof.

(24) Tenant/s is not considered a coinsured of the landlord under any fire, theft or flood insurance policy obtained by the Landlord/s. Tenant/s shall obtain his/her/their own insurance to protect against damage that may result from the actions of tenant/s.

(25) Tenant/s agree to keep laundry room interior door locked, except while using the laundry room facilities. Tenant/s shall keep exterior door locked during his/her/their absence of the subject premises, including vacation periods. Tenant/s agree to pay a charge of \$75 per door lock in the event key(s) associated with the door lock are not returned by Tenant/s.

(26) Tenant/s shall park vehicle(s) in assigned driveway area as instructed by Landlord/s, and agree said area shall not be used for parking guest vehicle(s) of tenant/s.

(27) Landlord/s shall be notified in advance if any items are to be placed in windows other than air conditioners that will require removal of screens. Tenant/s agree to pay a charge of \$150 for each damaged window screen requiring replacement due to action of tenant/s.

(28) Landlord/s reserves the right to impose reasonable fines, when not otherwise stated, for violations of the lease terms herein.

ADDENDUM:

IN WITNESS THEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

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Tenant/s

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Landlord/s

**Layton Cote, Manager, Schoolhouse Technologies LLC**

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Date