

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, between Shetland Holdings, 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 9 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 five (5) days after the due date, Tenant/s agree to pay a late charge of \$45.00. Tenant/s agree to pay \$45.00 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 including: electricity, telephone, internet, or other communication service 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) The Landlord/s will supply canisters for garbage removal. It is the sole responsibility of the Tenant/s to place garbage curbside with canisters provided by Landlord/s.

(5) 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 terminated 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.

(5a) 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 the Landlord/s.

(6) 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 make it impossible to obtain fire or other insurance required to be furnished by the Tenant/s, 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.

(6a) 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.

(7) The Tenant/s shall not keep pets of any kind on or within the leased property without the written consent of Landlord/s.

(8) It is expressly agreed between the Landlord/s and Tenant/s that there shall be no more than _____ adult tenant/s and _____ 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.

(9) 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.

(10) 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.

(10a) 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.

(11) 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 or 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.

(12) 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.

(13) 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.

(14) The Tenant/s shall be responsible for the reasonable maintenance of the grounds of the subject premises, including but not limited to shoveling of the snow for walkways and other necessary maintenance.

(15) 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.

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

(17) The Tenant/s agrees that during his/her/their absence of the subject premises, the premises shall be heated at a level of 60-65 degrees F at all times during said absence from the premises.

(18) 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.

(19) 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.

(20) 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 upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective tenants or purchasers.

ADDENDUM TO LEASE AGREEMENT:

(21) Fire Safety: Hazardous devices including space heaters and thin electrical extension cords are forbidden, and are not to be plugged into any electrical outlets. The Landlord/s will supply fire extinguishers, located in each apartment under kitchen sink. Candles are NOT to be placed on windowsills or near any combustible areas, and are to be kept away from walls.

(22) **NO PETS** of any kind are permitted on the premises, indoors or outdoors on the grounds.

(23) **NO SMOKING** of ANY type is permitted inside apartment.

(24) Laundry access door inside is to be kept locked, except when using the laundry facilities. The Tenant/s shall keep outside doors locked when away from the premises, ESPECIALLY during vacation periods.

(25) The Tenant/s shall park vehicle(s) in assigned areas as instructed by the landlord. **Only tenant vehicles shall be parked in driveways.** Visitors shall park ON-STREET only.

(26) The Landlord/s shall be notified in advance if any services are ordered by tenant(s) that will require alterations of any type to the building or wiring.

(27) The Landlord/s shall be notified in advance if any items are to be placed in windows that will require removal of screens. This includes air conditioners. **Windows MUST be kept fully closed AND locked during months when tenant(s) use heating.** The Landlord/s shall impose a \$75 fine per day, if windows are found open and the heat is turned on in the apartment. Heat is to be turned down to 60 degrees when tenant(s) are away for winter vacation. A \$75 charge per screen will be applied for any window screens requiring replacement due to tenant damage.

(28) The Tenant/s shall not to drive or park on any areas of lawns, and are not to engage in any activities that would significantly damage any lawns beyond reasonable wear and tear.

(29) The Tenant/s shall be responsible for disposing of trash in cans under deck, and placing curbside when cans are full. NO TRASH is to be left outside on grounds or curbside unless inside trash cans.

(30) The Landlord/s shall impose a \$500 fine if notified by police of any disturbance. Landlord reserves the right to impose reasonable fines, when not otherwise stated, for violations of the above rules.

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

Tenant/s

Landlord/s

Shetland Holdings, LLC

Date