

## Residential Lease Agreement

Lease No. 001721-144      COMMENCEMENT DATE: (Start Date of Lease)

Leased Premises:            (APT #) Bennett Way Newmarket, New Hampshire 03857

Lessee:                        John Doe

Lessor:                      (Cherry Hill Apartments)  
600 Bennett Way Newmarket, New  
Hampshire 03857 (603) 659-5665

Term of Lease:            Commencing:                      (Start Date)  
Terminating:                      (End Date)  
Monthly Rent:                      (\*\*Amount\*\*)  
Term Rent: (Total Amount Lease Term)  
Security Deposit:                      (\*\*Amount\*\*)

Miscellaneous:            (Addendums / if any)

Automobiles:              Year                                      State License#              Permit #:

The LESSOR agrees to lease the Leased Premises to the LESSEE, and the LESSEE agrees to rent and occupy the Leased Premises under the terms and conditions herein set forth. A. RENT is due in advance on or before the first of each month. LESSEE shall be charged a \$40.00 late fee when said rent is not received before 5:00 PM on the third day of the applicable month.

B. ADDITIONAL CHARGES OR FEES: A charge of \$40.00 will be made for all checks returned for any reason. LESSEE shall be charged \$20.00 for LESSOR's assistance in regaining access to the premises due to LESSEE's loss or misplacement of keys. LESSEE shall be charged a 1.5% monthly (18% per annum) finance charge on all outstanding non-rent charges past due 30 days. LESSEE shall be responsible for payment of all expenses incurred by LESSOR for enforcement of this LEASE agreement, including but not limited to, management time, attorney's fees and expenses, and collection costs.

C. SECURITY DEPOSIT: Pursuant to RSA 540-A: 6, the Security Deposit listed above will be held in an escrow account titled (Cherry Hill Apartments) at Eastern Bank. Statutory interest shall be paid on Security Deposits held for one (1) year or longer. LESSOR shall within thirty (30) days after the termination of this lease or upon LESSEE's vacating said premises completely with all LESSEE's goods and possessions, whichever shall last occur, return said Security Deposit and any interest due after, deducting the amount of any damages to the Leased Premises, reasonable wear and tear excepted, and any unpaid rent or other charges to which LESSOR is due under the terms of this LEASE or otherwise.

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LESSOR shall provide LESSEE with a Move-In inspection Report prior to occupancy. LESSEE must return said report within the same business day noting any repairs or corrections needed to Leased Premises. LESSEE's failure to return the Move-In Inspection Report within the same day shall infer that the Leased Premises is accepted as is without any defects. LESSEE shall be present for the completion of a Move-Out Inspection Report which will be performed after all personal property is removed from the LESSEE's unit and storage area and this report must be done at time the keys are delivered to the LESSOR. LESSEE accepts responsibility for all damage, defects, reasonable wear and tear excepted, if Move-Out Inspection is not completed at time of delivery of keys.

D. UTILITIES: LESSEE shall pay, as they come due, all bills for electricity and/or gas. LESSEE agrees to maintain a minimum temperature of 45 degrees at all times. LESSEE will be responsible for any damage caused by failure to maintain this temperature. If LESSEE does not pay electrical and/or gas bill, LESSEE will be charged a \$50.00 administrative fee in addition to the amount charged to the LESSOR by the utility company.

E. AUTOMOBILES: The maximum number of LESSEE vehicles allowed in the parking area of the premises is 2 (two). LESSEE shall display a non-transferable parking sticker in the rear inside window of the vehicle/s. LESSEE shall not park nor allow any guest to park a vehicle in such a manner as to block driveways, walkways, dumpster areas or other vehicles. Vehicles may not be parked on the lawn. Motorcycles must be parked in front of LESSEE'S vehicle and must be removed from the premises by November 1 and may not return to the premises until April 1. All vehicles must be moved by LESSEE at the request of LESSOR to allow for snow plowing during or following snowfalls. All vehicles of LESSEE on the premises will be properly registered for operation with a State Motor Vehicle Department, shall display current valid State Inspection, and be in operable condition. Maintenance of vehicles of any kind may not be performed on the premises. Any vehicles not in compliance under Section E of this lease will be subject to towing and storage at the owner's expense.

F. PETS: No dogs, cats, birds, or other animals or pets shall be kept in or upon the leased premises without LESSOR'S WRITTEN authorization and consent and consent so given may be revoked at any said time and said consent or revocation shall be within the LESSOR'S sole and complete discretion. Penalty for disregarding this clause will be forfeiture of all or a portion of resident's Security Deposit.

G. SMOKING / VAPING: LESSEE, all visitors, licensees, permittees, invitees and other permanent or temporary occupants (collectively, "Lessee's Guests") shall be prohibited from smoking / vaping within the Leased Premises and not within fifty feet of any building within the apartment complex. Smoking / vaping is permitted only in "designated areas". LESSEE shall be solely responsible for any and all consequences caused, either directly or indirectly, by LESSEE's and/or LESSEE's guests failure to comply with the no smoking / vaping restriction. "Consequences" shall include, but not be limited to, damage to property (such as fire, smoke, burns or soot) or persons (such as allergy or illness due to direct or second-hand smoke) which may include forfeiture of the entire Security Deposit held.

H. MOISTURE ABATEMENT: It is important to make sure that mold is not allowed to accumulate. Mold typically originates in a damp environment. It can then spread through the air or be transported by contact with other surfaces (i.e. the bottom of a shoe). Cleanliness and moisture management are unquestionably the key components of any strategy to combat mold. Consistent with New Hampshire laws, the Tenant is responsible for maintaining the Premises in a clean and sanitary condition, free of filth or causes of sickness. In particular, the Tenant must remove any visible accumulation of moisture, for example after showering or when dampness accumulates on window/glass surfaces. Wet clothing, carpeting, towels and other articles should be dried completely. Bathroom and kitchen fans should be operated where steam may create excessive moisture. If mold, normally recognized by blackish color, has formed, it may be necessary to apply a commercial disinfectant (avoiding products which may cause surface discoloration), in which case instructions on the product label should be carefully followed.

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The LESSEE must notify the LESSOR immediately upon discovering any possible water leakage; from the roof, an adjacent apartment, defective appliances, pipes or any other building component normally maintained by the Lessor. Because mold may be caused by elevated indoor humidity, the Lessee must not block or otherwise interfere with the operation of any heating, ventilating or air conditioning equipment supplied by the Lessor, notifying the Lessor immediately if such equipment malfunctions or if any doors or windows cannot be opened or closed. Any violation by the Lessee hereunder shall be deemed a failure to comply with the provision of the lease agreement, entitling the Lessor to pursue all available remedies for the apartment and any other associated areas.

I. THE LESSEE AGREES:

1. To use the Leased Premises for a private dwelling only and for no other purpose.
2. To live in a peaceful way, respecting the rights of other tenants to privacy, safety, security and peaceful enjoyment.
3. Not assign this LEASE or sublet the whole or any part of the Apartment without first obtaining, on each occasion, the written consent of LESSOR, nor to permit the Leased Premises to be occupied for a period longer than a temporary visit by anyone except specifically named in the application for residency. Visit: being specified as no more than seven (7) consecutive days and no more than fifteen (15) days total within a six (6) month period.
4. Not to create or allow to be created by LESSEE or LESSEE's guests any unlawful, noisy or offensive use of the Leased Premises. Beer kegs are prohibited in the buildings, and on the grounds. Not to engage in any media enhanced games, nor place motorized or heavy exercise equipment such as treadmills, barbells, ski machines, etc. in the apartments unless otherwise authorized.
5. To dispose of all garbage, waste material or rubbish in receptacles provided by LESSOR. To not allow such garbage, waste material or rubbish to accumulate in the unit, or on any portion of the building, including those under LESSEE's control.
6. Not to place personal property, including receptacles, vehicles, baby carriages in, nor to obstruct the halls, corridors, entry ways, or other common areas.
7. Not to paint or decorate or otherwise embellish or change, nor make any additions or alterations, including the changing and/or addition of locks, deadbolts or chains to the Leased Premises without prior written consent from the LESSOR. Waterbeds are prohibited on all floors in all buildings. LESSEE agrees to use "bulldog" or proper hangers on walls and not to hang items in the ceiling.
8. To report as soon as possible to LESSOR all maintenance problems and damage to the Leased Premises and to pay for repairs arising from property damage to the Leased Premises, or the building of which they are part or areas used in common, caused by LESSEE, or members of his/her household and his/her guest, invitee, or agents, upon receipt of a bill from LESSOR.
9. To allow LESSOR and/or its agents to enter the Leased Premises, at reasonable times with adequate notice, to make repairs thereto, to inspect for preventative maintenance purposes, or to show the Leased Premises to purchasers, mortgagees and/or prospective residents if within 90 days prior to move-out date. In cases of emergency, to allow Lessor and/or its agents to enter immediately.
10. Not to hand or shake articles from any window or balcony, nor to allow anything to be thrown or dropped from windows, balconies, passages or exterior window sills. To properly dress all windows with draperies, curtains, shades or blinds only. Blankets, sheets and flags are not acceptable. The hanging of clothes, linens, draperies or bird feeders out of windows, off, from or on balconies is prohibited.

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11. To maintain the Leased Premises, including the balconies, yards, common areas and storage areas in the control of LESSEE in a clean and safe condition, and at the termination of this LEASE, to deliver up the Leased Premises and all property belonging to LESSOR in good, clean, condition, reasonable wear and tear excepted. LESSEE is responsible for steam cleaning the carpets of the unit upon termination of the lease. Steam cleaning of carpets must be to the satisfaction of LESSOR and/or its agents.

12. Storage of flammables, explosives, tires, etc. prohibited.

13. Not to hold or seek to hold LESSOR liable for any loss of personal property in any portion of the Leased Premises or building under LESSEE's control, however caused. LESSEE understands that it is LESSEE's responsibility to insure personal belongings, if so desired, and LESSEE further acknowledges that storage rooms as are provided by LESSOR, if any, for storage of personal property shall conclusively be deemed areas in control of LESSEE and the LESSOR shall not be liable for any loss, damage or injury whatsoever which may occur by reason of LESSEE's use of said storerooms except any losses caused by LESSOR's negligence. LESSEE agrees not to store flammables and will store items off floor (on pallets, etc.) due to seasonal dampness and water runoff, and agrees to use the storage space for storage only, not for living or for a work area.

14. To comply with the terms and conditions contained in this lease agreement: the Parking Policies; Community Policies and with all rules and regulations adopted by LESSOR and/or LESSOR's agents.

J. TERMINATION BY DEFAULT. If LESSEE fails to comply with any provision of this Lease Agreement, LESSOR may terminate this Lease Agreement by seven day written notice to the LESSEE to vacate the Leased Premises. Any termination of this Lease Agreement because of LESSEE's default shall be without prejudice to any rights and remedies otherwise available for arrears of rent or the breach of any of the terms and obligations of this Lease Agreement, including, without limitation, the right to seek money damages, all such rights and remedies to be cumulative.

If this Lease Agreement is terminated because of LESSEE's default, the LESSEE shall remain responsible for and agrees to pay the unpaid balance of the Rent, and shall pay, on notice from LESSOR, any and all losses or damages sustained by LESSOR on account of the termination, including court costs, attorney's fees, fees associated with collection of past due rents, brokerage commissions for re-leasing the Leased Premises, advertising, cleaning and repainting and any costs of removing or storing the LESSEE's property after LESSEE has vacated Leased Premises. LESSEE agrees not to hold LESSOR for any damages or loss to such property.

K. CASUALTY: In the event of that the Leased Premises or any part thereof shall be damaged by fire or other unavoidable casualty, so as to be thereby rendered unfit for use and occupation, then and in such case, the rent hereinbefore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be abated until the said premises have been duly repaired and restored by LESSOR or in case they shall be substantially destroyed, this Lease Agreement shall terminate at the option of Lessor by notice to the LESSEE.

L. SEVERABILITY: If any portion of this Lease Agreement or portion of such provision, or the application thereof to any person or circumstances is held invalid, the remainder of the Lease Agreement or the remainder of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

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M. WAIVER: The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease Agreement. LESSOR shall waive no term, covenant or condition of this Lease Agreement unless such waiver shall be evidenced by a written document executed by LESSOR.

N. DEFINITIONS: The words 'LESSOR' and 'LESSEE' as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants. If more than one party sign as LESSEE, the covenants, conditions and agreements herein of LESSEE shall be joint and several obligations of each such party.

O. NOTICES: All notices required by law or by this Lease Agreement to be given to LESSOR in writing shall be sent certified mail, return receipt requested, addressed to:

(Cherry Hill Apartments)  
600 Bennett Way  
Newmarket, NH 03857

or to such other place as the LESSOR may from time to time designate. All notices required to be given to LESSEE shall be sent to LESSEE by certified mail, return receipt requested, addressed to the Leased Premises, or personally delivered to Leased Premises.

**THIS LEASE AGREEMENT IS EXECUTED IN DUPLICATE. LESSEE, BY SIGNING BELOW, ACKNOWLEDGES THAT LESSEE HAS READ THIS AGREEMENT, INSPECTED AND ACCEPTED THE LEASED PREMISES AND HAS BEEN EXPLAINED ANY TERMS OF THIS LEASE AGREEMENT WHICH LESSEE DID NOT FULLY UNDERSTAND. PARTIES SIGNING AS "LESSEE" HEREUNDER STATE UNDER THE PAINS AND PENALTIES OF PERJURY THAT SUCH PARTY IS OVER THE AGE OF 18 YEARS.**

Lessees: \_\_\_\_\_ SS#: \_\_\_\_\_ Drivers Lic. #: \_\_\_\_\_

Lessor / (CHA): \_\_\_\_\_ Date: \_\_\_\_\_  
SCG Management Authorized Agent

## **Repair / Replacement Cost Schedule**

### **Cleaning and Repair Charges**

If after vacating the apartment you do not clean and leave the apartment in satisfactory condition, the following charges may be deducted from your security deposit,. If your security deposit is insufficient to cover the charges, you will receive a bill. You will be charged the amount listed for each instance in which a listed item must be cleaned or repaired. The prices given for the items listed below are average prices only. If Owner incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost. Please note that this is not an all-inclusive list; you can be charged for cleaning or repairing items that are not on the list.

|                         |      |                       |      |                          |      |
|-------------------------|------|-----------------------|------|--------------------------|------|
| Oven                    | \$30 | Drip Pans/rings       | \$10 | Stove/vent hood          | \$20 |
| Refrigerator/Freezer    | \$40 | Washer/Dryer          | \$20 | Microwave                | \$20 |
| Deck Slider             | \$40 | Insect Treatment      | \$60 | Toilet                   | \$10 |
| Tub/Shower              | \$35 | Sinks/Counters        | \$35 | Linoleum/Flooring        | \$15 |
| Washer Dryer Room       | \$40 | Dishwasher            | \$20 | Cabinets/Counters        | \$30 |
| Remove Window coverings | \$20 | Carpet Cleaning       | \$75 | Trash Removal @ hour     | \$30 |
| Extra Paintng @ hour    | \$30 | Holes in walls @ hour | \$30 | Wallpaper removal @ hour | \$30 |
| Windows (inside) @ hour | \$20 |                       |      |                          |      |

### **Replacement Charges**

If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges. A representative list of replacement charges is provided below. These are average prices. If Owner incurs a higher cost of replacing an item, you will be responsible for paying the higher cost. Please note that this is not an all-inclusive list: You can be charged for the replacement of items that are not on the list.

|                      |         |                       |       |                        |       |
|----------------------|---------|-----------------------|-------|------------------------|-------|
| Carpet               | \$1,300 | Slider Door           | \$500 | Window Screen          | \$35  |
| Crisper Covers       | \$20    | Kitchen Faucet        | \$120 | Cabinent Doors @       | \$65  |
| Towel Rod @          | \$20    | Shower Handle         | \$20  | Thermostat Cover       | \$10  |
| Kitchen Light Cover  | \$35    | Fire Extinguisher     | \$80  | Slider Screen          | \$125 |
| Window Panes         | \$250   | Hot/Cold faucet cover | \$5   | Oven drip pan/rings @  | \$5   |
| Interior Door @      | \$75    | Smoke Alarm           | \$60  | Shower Rod             | \$17  |
| Heat Sensor          | \$80    | Light Globes          | \$30  | Countertops            | \$400 |
| Slider Screen Handle | \$15    | Dishwasher Rack       | \$60  | Stovetop glass element | \$300 |
| Disposal             | \$75    | Vanity Cabinet        | \$250 | Toilet tissue holder   | \$10  |
| Shower Head          | \$50    | Six-panel white door  | \$100 |                        |       |

I have read and understand the MOVE OUT COST SCHEDULE and agree to the conditions herein above set forth.

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor / (CHA): \_\_\_\_\_ Date: \_\_\_\_\_  
SCG Management Authorized Agent

## **Community Policies**

Our community policies have been created for the mutual benefit of all residents of the Cherry Hill Apartments. These policies are incorporated herein by reference to your Lease Agreement and apply to all residents, their families and their guests. Adherence to these policies will promote a living environment that will ensure the safety, quality of life and the spirit of community here at Cherry Hill Apartments.

### **1) FIRE HAZARDS**

a) Hallways and Storage Areas-Hallway storage of any object (mats, shoes, bicycles, trash, etc.) is prohibited and a violation of fire codes. All personal items are to be kept inside your apartment or in your storage cubicle, restrictions of the items allowed in storage area is specified in these articles.

B) No explosives, chemicals, paint, lacquer, gasoline, propane, tires, etc. are to be stored inside your apartment, on your deck or in your storage area.

C) Balconies are strictly for use with outdoor furniture, some outdoor sports equipment (i.e. bikes, kayak, etc.) and plants. No other items are to be stored there. No trash bins, boxes, indoor decorations, no food items (including bird feeders), etc..

D) No propane, charcoal or open flame grills permitted on the decks as it is a violation of fire codes. No candles or other lit items (bug repellant) are to be left on the deck unattended.

Anything that could possibly contribute as a fire hazard is prohibited in and around our buildings, including smoking materials of any sort.

### **2) AVOIDING DAMAGE TO THE PROPERTY**

a) Interior Common Areas- Personal equipment must be properly stored in the apartment or in a designated storage area. Special care must be taken to avoid damage to floors, carpeting, walls, doors and door frames when entering or exiting the building, especially with baby carriages, bicycles, furniture, etc.

b) Exterior Common Areas and Grounds--Care must be taken to avoid damage to common areas and grounds such as: berms, bushes, plantings and trees, lawns, mulched areas, pavement and driveways, sidewalks, etc. (this includes leaking fluids from automobiles, discarded plants, cigarette butts, personal items, etc.).

c) Animal on Property- No bird feeders or other modes of feeding animals outdoors is permitted at the Cherry Hill Apartments. All pets must belong to the actual resident and have a pet agreement on file with Management. No other animals are to be allowed on the premises, under any circumstance without prior approval of the Management. Expenses incurred by the Management for pest treatment or other treatments deemed necessary, due to violations, will be the sole responsibility of the Resident.

d) Water Apparatus Prohibited- Waterbeds, water furniture, portable dishwashers, Jacuzzi/hot tubs, kiddie pools or the like are prohibited. Any and all damages to realty, or personal property resulting from any unauthorized water apparatus shall be the sole and absolute responsibility of the Resident.

e) Use of Appliances and Apparatus use- It is the responsibility of the Resident to properly operate and keep clean the appliances and other apparatus provided; fans in bathrooms, refrigerator front grid, baseboard heaters, should be vacuumed regularly dryer lint collector should be cleaned after each use to insure proper drying and avoid dryer malfunction; toilets- nothing other than basic bath tissue is to be put into the toilet- feminine and baby products are to be disposed of properly in the "household trash"; garbage disposal damage may result from the disposal of any non-food items such as paper, cigarette butts, metal objects, plastic caps, strings, rubber bands, tags, etc., also, damage may result from certain food items such as bones, celery, cornhusks, coffee grounds, onionskins and especially grease or fat. Damage to the disposal unit may result in permanent removal of the disposal.

Damages resulting from improper use or misuse of, or failure to clean the appliances shall be charged to the Resident, including, but not limited to, parts, labor, service calls by outside contractors or replacement. Management must be notified whenever your appliances are not working properly. All requests for repairs must be made through the Management Office

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### 3) BUILDING APPEARANCE

a) Personal Items- No one shall place any personal items on the deck or patio, or affix any personal items to the deck, patio, building exterior, windows, doors or roof that shall affect the appearance of the exterior of the building, such as: awnings, antennas, swings, hammocks, decorations, fans, screens, signs, window boxes, or other materials without prior written authorization from the Management office.

b) Airing and Drying of Materials- No clotheslines or visible drying systems are permitted (a standing rack may be used, please be attentive to not drip water on your neighbors below). Nothing is to be hung over or set on railings.

c) Windows-No bedding, mats, rugs, etc. may be hung or shaken from windows, placed on window sills, hung or draped from windows, balconies, patios, or railings.

### 4) LITTER AND REFUSE

a) Litter-Litter (any items such as old clothing, furnishings and fixtures, automotive items, computers, etc.) must be taken to the town recycling center, not left on the premises of Cherry Hill. Only those items of household trash and garbage, for which we have provided compactors and bins, may be thrown away there. Nothing may be left on the grounds or in the common areas.

b) Refuse- All trash and garbage must be placed in sealed plastic bags before being tossed inside the compactor. As a courtesy to others, please toss your bag to the back of the dumpster container allowing room for others trash.

c) Recycling bins- Co-mingled means mixed items (cans, plastic and glass). Rinse your bottles, cans and plastic containers. Cardboard/Mixed Paper Bin, break down and flatten all boxes before depositing. No Styrofoam or plastic packaging materials, they go into trash. No pizza boxes, they go in the trash. If bins are full, take items home and return when the bins have been emptied. Do not leave anything outside of bins.

### 5) BEHAVIORS

Offensive Activities- Any offensive activity or item that may be a nuisance, create statutory nuisance smells, or cause unreasonable embarrassment, disturbance, or annoyance to others or the public is prohibited.

a) Noise- At no time shall residents or their guests create noise, use musical instruments, radios, t.v.s, washing machines, dishwashers or other electronic devices resulting in the disturbance of others. In consideration of others-residents and their guests shall reduce all noise after 9 P.M., whether from inside the apartment or from interior or exterior common areas.

b) Guests and minors- Residents shall be responsible for the actions of their guests and minors. If guests should create a nuisance to other residents, Lessor shall require offensive guests to leave.

c) Common Area Activities- Green areas, paved areas, walkways, halls, stairs, etc. throughout the community are considered "Common Areas" and are not to be utilized by residents for entertainment or personal activities which may infringe upon others' privacy, safety or personal enjoyment. This includes play of any sort.

### 6) RESIDENT MAIL AND PACKAGE POLICY

It is the delivery service's responsibility to inform you that your package is in a "box" by placing a key in your regular mailbox, or, if an item does not fit, they will leave a notification to pick up mail at the Newmarket Post Office. UPS, DHL and FedEx deliveries are made to your residence. Contact these companies directly for how to receive your package if you are not home. We are sorry to be unable to accept packages in the office. SCG Management Corporation accepts no responsibility for loss or damage to mail and packages delivered to the resident.

### 7) VEHICLES

No working on vehicles on the property, no cleaning (other than windows for visibility reasons). Vehicles are to be taken off property for any type of upkeep or maintenance. Vehicles that cannot move must be towed off property.

Lessees: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor / (CHA): \_\_\_\_\_ Date: \_\_\_\_\_  
SCG Management Authorized Agent