

**MICHAEL BUNIE**, HEREIN CALLED **THE OWNER (MANAGER)** OF SAID PROPERTY, HEREBY RENTS TO **BRUCE A SMITH**, HEREBY CALLED THE **TENANT(S)**, THE PREMISES LOCATED AT **123 SHADY LN (1ST FLOOR)**, MANCHESTER, NH 03103.

**THIS IS A LEASE.**

1. **Term:** The term of this lease shall begin on the day listed at the foot of this paragraph and terminate **365** days following said date. After the termination of this lease, tenant(s) or owner may terminate this agreement upon written notice to the other party, received no less than thirty (30) days prior to the beginning of the next full month. For example, if the rental agreement is to be terminated by notice on April 15, the term shall not expire until May 31 and Tenant shall owe rent until May 31. This provision in no way limits the Owner from terminating the eviction with less notice pursuant to cause herein or statutory provisions. **Once lease has lapsed, tenant(s) becomes a month to month (tenant at will), all rules herein continue to apply.** The term of occupancy shall begin on **SEPT, 21 2011.** (**Jan Prorate = \$331, due Feb 1, 2011**)
2. **Vacating premises:** the tenant(s) shall give owner written notice in accordance to Section 1 herein, after which the owner or agent may show premises whether or not tenant(s) is present. All tenants mentioned herein must vacate premises together, unless otherwise agreed upon by the owner in writing. Any belongings left at the premises (regardless of where) once tenant(s) have vacated & surrendered the keys will be considered **TRASH** and subject to immediate disposal at the tenant's expense.
3. **Rent:** upon the signing of this agreement, the term rent to be paid by the tenant(s) for the rented premises shall be **(\$775) due by the first day of each month.** Rent payment to be made payable to: **Michael Bunie** and mailed to: **Address noted in section 26.**
4. **Late Fees:** a late fee of \$10 per day shall be added to rent received after the 1st day of the month. A \$25.00 fee will be charged for any dishonored bank check in addition to any late fee(s) that apply.
5. **Security Deposit:** a security deposit of **(\$775)** shall secure the performance of the tenant's obligations hereunder. Owner may, but shall not be obligated, to apply all or portions of said deposit on account of tenant's obligations hereunder. Tenant(s) shall not have the right to apply the security deposit in payment of any month's rent. Security deposit will be returned to tenant(s) providing:
  - a. Thirty (30) days written notice has been given to owner, noticing tenant's intent to vacate on a date certain.
  - b. There are no unpaid charges, damages or rent or additional rent (including storage fees or fees incurred for the removal of abandoned property left behind by the tenant) due by the tenant in equal to or in excess of the amount of the security deposit; it being the right of the owner to deduct from the security deposit and pay itself there from for unpaid charges, damages or rent.
  - c. The apartment, including kitchen appliances and rugs have been thoroughly cleaned and remain in good condition, normal wear and tear excepted, and in accordance with **Appendix A.**

This deposit will be returned to the tenant(s) providing there is no damage to the unit and providing the rent is paid up to date, and providing the terms of the rental agreement has been met. Should tenant(s) fail to fulfill the terms of this rental agreement, said security deposit will be forfeited and tenant(s) will be responsible for any and all fees associated with the re-renting of the unit. Said fees available upon request. The Security Deposit will be held in an Escrow at the current market rates.
6. **Deposit refunds:** if applicable, the balance of all deposits shall be refunded within thirty (30) days from date possession of notice of vacancy delivered to owner or his/her authorized agent, together with a statement showing any charges made against such deposit. Tenant(s) must provide a forwarding address to receive any such payment.
7. **Multiple occupancy:** it is expressly understood that this agreement is between the owner and each signatory individually and severally. In the event of default by any one signatory the other(s) shall be responsible for the rent payment and all other provisions of this agreement.
8. **Utilities:** tenant(s) shall be responsible for the payment of all utilities and services, except **city water and sewage waste, which shall be paid for by the owner.**
9. **Appliances/misc.:** the appliances/misc. In the said apartment to be used by the tenant but belonging to the owner are as follows; **1 stove, 1 refrigerator, & 1 gas parlor heater**

10. Interruption service of: interruption or failure of any service maintained in the building in which premises is located, due to causes beyond owner's control, shall not entitle tenant(s) to claim against the owner or any reduction in rent and shall not constitute constructive eviction unless owner should fail to take such measures, as may be reasonable in the circumstances, to restore the service without undue delay.
11. Use: the premises shall be used as a residency by the undersigned tenant(s) with **1 adult (as noted herein), and 1 two year old lab dog (to be fixed within 30 days)** and for no other purpose without written consent of the owner. **Specific dog rules listed in Appendix B.** Occupancy by guests staying over 15 days will be considered to be in violation of this provision and subject to additional rental fees or cause for eviction at the owner's discretion. There will be **1 off-street parking space** included as part of said premises for tenant(s) use only. Parking space(s) shall not be sub-leased or used by another party not mentioned herein.
12. Parking: tenant(s) shall be entitled to parking privileges as set forth above. No tenant may have more vehicles parked on the premises than spaces allowed per above. Assigned parking is based on apartment. This is subject to change as tenant occupancy in the building changes. All other vehicles must be parked off-premise. No automotive repairs are permitted on the premises that take longer than 1 day. In-operable or unregistered vehicles are not allowed and will be towed at tenant's expense.
13. House rules: in the event that the premises are a portion of a building containing more than one unit, tenant(s) agree to abide by any and all house rules whether promulgated before or after the execution hereof including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenant(s) shall not have a waterbed or fish tank on said premises without prior written approval from the owner.
14. Ordinances and statutes: tenant(s) shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be enforced pertaining to the use of the premises. No article or substance shall be kept on the premises which is illegal, noisy, and dangerous or which may increase the insurance risk of the demised premises. No occupation shall be conducted from the demised property without specific written permission of the owner. Tenant(s) shall keep the premises clean and sanitary and shall comply with all laws, health and policy requirements with respect to said premises and appurtenances, and to save the owner harmless from all fines. Penalties and costs for violation or noncompliance by tenant(s) with any said laws, requirements, or regulations and from all liability arising out of any such violation or noncompliance.
15. Maintenance. Repairs or Alterations: tenant(s) acknowledges that the premises are clean, in good order, and repair. The tenant(s) reserve the right, if they choose, to provide a detailed list of any pre-existing damages, non-working equipment, and/or abnormalities at the said premises, **no more than five (5) days** after moving in. Said list must be in writing and sent to the owner. The tenant(s) will be responsible for any and all damages, non-working equipment, or abnormalities at the said premises unless otherwise noted on the written document. The owner must inspect and agree to noted damages and sign the document, to which both parties will receive a copy.
16. Inventory: Owner may, at any time, give tenant(s) a written inventory of fixtures and appliances on the premises and tenant(s) shall be deemed to have possession of all said fixtures and appliances in as good condition and repair, unless the objects thereto in writing within five (5) days after receipt of such inventory. Tenant(s) shall, at his/her own expense, and 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 good condition as received, normal wear and tear excepted.
17. Negligence: Tenant(s) shall be responsible for damages caused by his/her negligence and that of his/her family or invitees and guests. Tenant(s) shall keep the property grounds clear of trash. All drains and waste pipes are accepted as cleared by the tenant(s), and any partial or complete stoppage occurring during the tenancy shall be repaired by the tenant(s). The owner will repair leaks in pipes and other water seepage within reasonable time after notice. The owner shall not be responsible for any tenant(s) personal property damage resulting from any such leaks or overflows.
18. Entry, Inspection and Locks: Keys and locks will not be changed or added. If tenant requires that the owner provide key access to the apartment in the event of a lockout, the tenant shall pay a key fee of \$20.00 per incident. Damage to doors, windows, locks and walls in order to gain access to the apartment will be the responsibility of the tenant. Owner has the right, upon notification, to enter the demised premises at a reasonable time to inspect, repair, or show the premises. No liability is assumed by the owner when entering during the normal course of business.

Tenant(s) shall permit owner or owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of making repairs, or to show the premises to prospective tenant(s), purchasers, mortgagees, insurance representatives or municipal code enforcement officials.

19. Improvements: no improvements may be made to the premises without the written consent of the owner. Any improvements made by tenant shall be at his/her sole cost. Improvements made by the tenant(s) to or on the premises shall, when made, at once be deemed to be attached to the freehold, and become the property of the owner, and at the end or other expiration of the term, shall be surrendered to the owner, and owner shall have NO obligation to repay tenant or to offset rent (and tenant may not offset rent) for the costs of tenant improvements.
20. Indemnification: owner shall not be liable for any damage or injury to tenant(s) or any other person, or to any property, personal or otherwise, occurring on the premises or, any part thereof or, in common areas thereof. Tenant(s) agrees to hold the owner harmless from any claims for damage no matter how caused.
21. Default: if the tenant(s) shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the owner, at his/her option, may terminate all rights of the tenant(s) hereunder, unless tenant(s), within such a time, shall cure such default. If the tenant(s) abandons or vacates the property while in default of the payment of rent, owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the owner reasonably believes that such abandoned property has no value, it may be discarded.

All property on the premises is hereby subject to a lien in favor of owner for the payment of all sums due hereunder, to the maximum extent by law. In the event of a default by tenant(s), owner may elect to a) continue the said agreement in effect and enforce all his/her rights and remedies hereunder, including the right to recover the rent as it becomes due, or b) at any time, terminate all of tenant's rights hereunder and recover from tenant(s) all damages he/she may incur by reason of the breach of the said agreement, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant(s) proved should be reasonable avoided.

22. Attorney's fees: in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees for service.
23. Changes in tenant(s) status: tenant(s) shall furnish owner with current information (updated as situation changes) regarding family composition, quantity of all vehicles, home and work phone numbers, and any other pertinent information required by management.
24. Waiver of performance: failure of owner to insist upon the strict performance of the terms, agreement and conditions, or any one of them, shall not constitute or be construed as a waiver or relinquishment of the owner's rights thereafter to enforce any such terms, covenant agreement, or condition but the same shall continue to full force and effect.
25. Assignment: This rental agreement will not be assignable by the tenants without obtaining written consent of the owner. This rental agreement may be assigned by the owner without consent of any kind from the tenants.
26. Notices: any notices from either party shall be deemed property delivered by ordinary mail to the current address of either party or hand delivered. Notices of repair should be reported in writing. Emergency calls shall be orally delivered to:

**Michael Bunie (603) 759-6199** [For emergencies only, call (603) 472-5501]

**PO Box 882**

**Amherst, NH 03031**

27. Insurance and liability: the tenant(s) **should** provide his/her own insurance on personal property on or about the premises. Owner is not liable for any loss incurred by the tenant(s) by fire, burglary, vandalism or malicious mischief on or about the premises. If tenant(s) cause any type of damage (such as water, smoke, or fire) to their apartment or other apartments, the tenant(s) will be held responsible for any/all damage to any part of the entire building damaged, due to potential negligence. Non-dog owner tenant(s) SHOULD carry Renter's Insurance policy to protect you against such potential issues. Dog owners MUST carry such Insurance for entire tenancy. Applicable tenants must provide proof or copy of said policy to the owner, and continue to provide copies at policy renewals. Failure to provide proof of such insurance will result in fault of this agreement and may result in termination.

**APPENDIX A**  
**MOVE-OUT INSTRUCTIONS FOR RESIDENTS**

Upon departure, if the unit is not left as described below, the tenant(s) will be charged for any cleaning or maintenance that is not deemed normal wear and tear. All apartments are to be left completely empty of all personal property. Below find your responsibilities for the move out:

**KITCHEN**

- A. Refrigerator (including freezer), all shelves, crisper, interior & exterior sides as well as the area under footguard need to be cleaned.
- B. Wet clean cabinets & drawers (interior & exterior), sink, faucet fixtures, counter tops, & any exhaust fan.
- C. Stove, including burners, controls, burner rings & drip pans cleaned. Please clean the sides of the stove as well as the area behind the stove. Oven must be cleaned with no remnants of oven cleaner visible.
- D. Any closet, storage area or pantry must be cleaned.
- E. Floors must be cleaned.

**BATHROOM**

- A. All fixtures, soap dishes, floors & wall areas must be cleaned.
- B. Vent fan and/or windows (sills, panes, storms & screens to be washed or cleaned).
- C. Clean your porcelain & shower to a shine.
- D. Tubs thoroughly cleaned.
- E. Wet clean cabinets & drawers (interior & exterior), sink, faucet fixtures, counter tops, & any exhaust fan.

**ALL ROOMS & MISCELLANEOUS /PORCH/CLOSET/STORAGE AREAS**

- A. All hard floors to be swept/vacuumed and hot mopped. Carpeted surfaces shall be well vacuumed.
- B. Entire apartment to be free of dust/cob webs from floors to ceilings.
- C. Baseboards & heating units are cleaned.
- D. Finger marks & all other markings are to be cleaned off all walls, trim, & switch covers.
- E. Windows: Sills, panes, & accessible glass to be cleaned.
- F. Closets vacuumed & all clothes hangers removed.
- G. Tenant(s) are responsible for the expense for removal of all **trash** that is left behind at move-out as defined in section 2.
- H. Burns in flooring, carpets, or countertop(s) made by tenant(s) will be at the tenant(s) expense and replaced if needed.
- I. Any storage area or patio/porch used by the tenant(s) is also to be completely emptied & swept/vacuumed cleaned prior to move-out.
- J. Any window or door screens damaged by the tenant(s) will be the tenant(s) expense to replace if needed.

The apartment will be inspected after the tenant(s) has completely moved-out. The apartment's condition will determine the amount returned to the tenant(s) from security deposit. Funds will be removed from the security deposit for any cleaning, repairs, or replacement of items necessary. If the charges incurred exceed the amount of your security deposit, you will be billed for the difference. If the apartment is in the proper condition, you will forfeit no part of the security deposit. It is to your benefit to follow the move-out list.

I have read the above and understand the instructions and my responsibilities for the move out procedure.

## **DOG AGREEMENT - (APPENDIX B)**

Because this agreement specifically prohibits keeping pets (dogs) without the owner's permission, tenants agree to the following terms and conditions in exchange for this permission to own a dog(s):

### **TENANTS AGREE TO...**

- 1) Keep their dog under control at all times while on premises.
- 2) Keep their dog restrained, but not tethered, when it is outside their dwelling.
- 3) Adhere to local ordinances, including leash and licensing requirements.
- 4) Not leave their dog unattended on porches, outside or in common areas.
- 5) Clean up after their dog and to dispose of their dog's waste properly and immediately.
- 6) Not leave food or water for their dog outside their dwelling where it may attract other animals.
- 7) Keep their dog from being unnecessarily noisy or aggressive and/or causing any annoyance or discomfort to others and will remedy immediately any complaints made through the owner.
- 8) Provide their dog with regular health care, to include inoculations as recommended.
- 9) Provide their dog with an identification tag in accordance with city ordinances.
- 10) Spay or neuter their dog prior to occupying premises.
- 11) Pay immediately for any damage, loss, or expense caused by their dog. In addition, tenant's Security Deposit, any of which may be used for dog induced cleaning and/or repairs when tenants vacate.
- 12) This Agreement applies only to the specific dog described above in section 11 and that no other dog may be substituted or added.
- 13) Maintain Renter's Insurance with dog's liability coverage.
- 14) That the owner reserves the right to revoke permission to keep the dog should tenants break this agreement.

**Additional Provisions**

1. NO ARTICLES BELONGING TO TENANT(S) ARE TO BE LEFT IN THE HALLS, YARD, PORCHES, OR OTHER COMMON AREAS.
2. OUTDOOR HANGING OF CLOTHING OR OTHER ITEMS ARE PROHIBITED.
3. NO WINDOW COVERING DEEMED IN APPROPRIATE BY OWNER.
4. NO ALTERATIONS, ADDITIONS, OR CHANGES TO PREMISES BY TENANT(S). ANY CUP HOLDERS, TOWEL BARS, SHELVINGS, OR OTHER ATTACHED CONVENIENCES SHALL REMAIN AT TERMINATION OF TENANCY AND BECOMES PROPERTY OF OWNER.
5. **PORTABLE** DISHWASHERS, WASHING MACHINES, AND DRYERS MAY NOT BE INSTALLED OR USED IN APARTMENT.
6. PARKING ON THE PREMISES IS LIMITED ONLY TO THE AREA SPECIFICALLY DIRECTED BY THE OWNER. VEHICLES MUST BE MOVED DURING SNOW REMOVAL OPERATIONS. NO UNROADWORTHY, UNREGISTERED, OR ABANDONED VEHICLES ALLOWED ON PROPERTY; NO BOATS, TRAVEL TRAILERS OR RECREATIONAL VEHICLES ALLOWED ON PROPERTY WITHOUT WRITTEN PERMISSION FROM OWNER. NO VISITOR PARKING IS ALLOWED IN PARKING LOT/DRIVEWAY OF SAID PREMESIS.
7. NO DOGS, CATS, OR ANY OTHER PETS ARE TO BE KEPT ON THE DEMISED PREMISES UNLESS SPECIFICALLY APPROVED BY THE OWNER IN WRITING. THIS EXCLUDES ANY PET ALLOWANCE MENTIONED ELSEWHERE HEREIN.
8. TELEVISION, MUSIC, OR OTHER NOISE SHALL BE KEPT AT ROOM VOLUME ONLY, SPECIFICALLY AFTER 10:00PM.
9. TENANT(S) ARE NOT ALLOWED TO PAINT ANY PORTION OF THE PREMISES.
10. TENANT(S) SHALL PLACE ALL TRASH IN THE PROPER RECEPTACLES AS PROVIDED. IT IS THE TENANT(S) RESPONSIBILITY TO BRING THE TRASH TO DESIGNATED AREA AT LEAST ONE DAY PRIOR TO RESPECTIVE PICK-UP DAY.
11. NO GAS OR COAL GRILLS ON PORCHES, ON PATIOS, ON DECKS, OR UNDER BUILDING STRUCTURES ARE ALLOWED. IF USED, THEY MUST BE AT LEAST 4 FEET FROM ANY STRUCTURE WHEN IN USE.
12. TENANT IS RESPONSIBLE FOR ANY/ALL DAMAGES DUE TO CIGARETTE/CIGAR SMOKE IN OR ABOUT THE PREMISES. THIS INCLUDES BUT NOT LIMITED TO, SMOKE STAINED WALLS/CEILINGS, SMOKE ODORS, BURNS, ETC.

**Owner**

\_\_\_\_\_  
Michael Bunie

\_\_\_\_\_  
Date

**Tenant 1**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Tenant 2**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DISCLOSURE OF INFORMATION  
ON LEAD- BASED PAINT AND/OR LEAD-BASED HAZARDS**

**LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead based paint and/or lead-based paint hazards in the dwelling. Tenant(s) must also receive a federally approved pamphlet on lead poisoning prevention.

**OWNER'S DISCLOSURE**

(A) Presence of lead based paint and/or lead-based paint hazards (check **(I)** or **(II)** below).

**(I)** \_\_\_\_\_ known lead-based paint and/or lead based paint hazards are present in the housing (explain):

\_\_\_\_\_

**(II)** \_\_\_\_\_ **owner** has no knowledge of lead-based paint hazards in the housing.

(B) Records and reports available to the owner (check **(I)** or **(II)** below).

**(I)** \_\_\_\_\_ owner has provided the tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

**(II)** \_\_\_\_\_ owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**TENANT'S ACKNOWLEDGMENT (initial).**

(C) \_\_\_\_\_ tenant(s) has received copies of all information listed above.

(D) \_\_\_\_\_ tenant(s) has received the pamphlet "protect your family from lead in your home."

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
Date