

## Harbor @ Whitten & Dustin Condominium Association

### Residential Lease Agreement

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_, hereinafter the Tenant, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter the Owner.

1. **TERM AND PREMISES:** The term shall commence at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ and continue until midnight on \_\_\_\_\_ for the residence and premises at Unit \_\_\_\_\_ of the Harbor @ Whitten & Dustin Condominiums, Hampton, New Hampshire.
2. **RENT:** Rent shall be \$ \_\_\_\_\_ per month, payable to \_\_\_\_\_ in advance upon the first day of each calendar month to the Owner or his authorized agent at the following address: \_\_\_\_\_ . A late fee of \$ \_\_\_\_\_ shall be assessed five (5) days after the due date, and the fee shall become due and payable as an element of the rent. If the late charge is not received with the rent payment, it will be automatically deducted from any security deposit held by the Owner. A \$ \_\_\_\_\_ late fee will be charged for any check returned by the bank.
3. **SECURITY:** The security deposit shall be \$ \_\_\_\_\_ to secure the performance of the Tenant's obligations hereunder. The Owner may, at his option, apply any portions of the security deposit to the Tenant's unpaid rent, and the Owner shall give the Tenant written notice of said unpaid rent and security deposit deduction. The Tenant shall not have the right to apply this security deposit in payment of the last month's rent.
4. **UTILITIES:**
  - (a) The Tenant/Owner (circle one) shall be responsible for heat, electricity and hot water. If the tenant is responsible for electricity, they shall be responsible for changing these utilities into his/her name on the first date of this lease.
  - (b) The Tenant/Owner (circle one) shall be responsible for water and sewer. Water and Sewer bill will remain in the Owner's Name.
5. **ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign this Agreement or sublet any portion of the premises.
6. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** The Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated by attached written statement. The Tenant shall, at his/her own expense, maintain the premises in a clean and sanitary manner and shall surrender the same at the termination of this lease in as good condition as received, normal wear and tear excepted. The Tenant shall be responsible for any damage caused during this tenancy. The Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations to the premises without prior written consent of the Owner. The Tenant and his/her invitees shall not commit any waste upon the premises or any nuisance or act which may disturb the quiet enjoyment of any other tenant or neighbor.
7. **DAMAGES:** If the premises are damaged to render them untenable, then either party shall have the right to terminate this lease as of the date on which the damage occurs through written notice to the other party, to be delivered within fifteen (15) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the Tenant or his/her invitees, then only the Owner shall have the right to terminate this lease. Should the right to

terminate be exercised, the rent of the current month shall be pro-rated between the parties as of the date the damage occurred. If the lease is not terminated, then the Owner shall repair the premises.

8. **ENTRY AND INSPECTION:** The owner shall have the right to enter the premises in the case of emergency; to make necessary or agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed services; to exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workers, contractors, or others; when the Tenant has abandoned or surrendered the premises; or whenever necessary to determine the condition of the premises. Whenever practical, the Owner shall provide the Tenant with 24 hours notice prior to entry. No locks shall be changed without the consent of the Owner.

9. **DEFAULT:** If the Tenant shall fail to pay rent when due or to perform any term hereof, after not less than three (3) written notices of such default, the Owner, at his option, may terminate all rights of the Tenant hereunder. If the Tenant abandons or vacates the premises while in default of the payment of rent, the Owner shall consider any property left at the premises to be abandoned and may dispose of the same after 28 days. All property on the premises is subject to a lien in favor of the Owner for payment of all sums due hereunder. In the event of default by the Tenant, the Owner may elect to continue the lease and enforce his rights and remedies hereunder or may terminate all the Tenant's rights hereunder and recover from the Tenant all damages incurred by reason of the breach. In any legal action brought by the Owner for any reason, the Tenant shall be obligated to pay the Owner's costs and reasonable attorney's fees if the Owner obtains a judgment in his favor.

10. **INDEMNIFICATION:** The Owner shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the premises or at any part thereof, or in the common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Owner, his agents, or his employees. The Tenant agrees to hold the Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which the Owner is legally responsible, and to indemnify the Owner therefrom.

11. **NOTICES:** Any notice which either party may give may be given by mailing the same by certified mail to the Tenant at the demised premises and the Owner at the address shown hereinabove.

12. **WAIVER:** No failure of the Owner to endorse any term hereof shall be deemed a waiver of the right of future enforcement of said term.

13. **THE TENANT HEREBY STATES THAT HE/SHE HAS NEVER FILED A PETITION FOR BANKRUPTCY NOR HAS BEEN EVICTED FROM ANY TENANCY. THE TENANT HEREBY AGREES TO AUTHORIZE THE OWNER OR OWNER'S AGENT TO OBTAIN A CREDIT REPORT WITH THE UNDERSTANDING THAT SUCH CREDIT REPORT WILL BE REVIEWED BY THE OWNER AND BOARD OF DIRECTORS OF THIS CONDOMINIUM.**

14. **PETS:** No pets shall be allowed without the written approval of the board of directors. Owners with pets must comply with all association pet rules and regulations. Tenants are not authorized to keep pets of any kind.

15. **OCCUPANCY:** The premises to be occupied ONLY by the following individuals:

---

---

---

---

16. **THIS LEASE WILL TERMINATE AND EVICTION PROCEEDINGS WILL BE INITIATED UPON NOTIFICATION THAT THE TENANT HAS REPEATEDLY VIOLATED THE RULES AND/OR BYLAWS OF THE CONDOMINIUM ASSOCIATION.**

17. **ADDITIONAL PROVISIONS:**

This lease shall become a month to month lease unless the Tenant gives a 30-day notice to renew prior to its expiration date, and the Owner agrees and evidences his consent in writing.

No more than two (2) cars shall be allowed in the driveway. All cars on owner's property must be registered.

Owner affirms he/she has obtained the necessary approval from the condominium Board of Directors to enter into this lease agreement.

Owner shall be responsible for the payment of all condominium assessments.

Tenant affirms that he/she has received a copy of and understands the Harbor @ Whitten & Dustin Condominium Association Resident and Guest Rules.

Parking on the grass area is not permitted.

18. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties, to be modified only in writing signed by both parties. It is acknowledged that time is of the essence. The undersigned hereby acknowledges receipt of a copy hereof:

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_