

For Office Use:	
Doug and Sue McLane	24, 54, 56, 8
McLane Rentals LLC	14, 19, 23, 51, 63, 65, 67
McLane Rentals LLC II	1, 22, 39, 4, 7, 4 Web, 9
McLane Rentals LLC III	16, 85, 87, 89
Highland Lodge LLC	16 Highland

Lease Agreement

This Lease Agreement ("Agreement") made this day _____ between _____ ("Landlord") and

 ("Tenant") ("Cosigner")
 who hereby agree as follows:

1. **Leased Bedroom and Term:** Landlord hereby leases to Tenant the following bedroom:
 - a. Leased Property Address: _____ Bedroom Number _____ ("Premises")
 - b. Lease begin date: 3 days before the 1st official day of classes 2019 or _____ at 11:59 AM ("Start Date")
 - c. Lease end date: Graduation day 2020 or _____ at 4:00 PM ("End Date")
 - d. Early occupancy for PSU sports, jobs or other approved activities requires written preapproval from Off Campus Rentals.
 - e. It is each Tenant's responsibility to verify with PSU that they are permitted to reside off campus.

2. **Rent:** Tenant shall pay Rent to Landlord as follows:

1st Semester Rent	2nd Semester Rent	Summer Rent
July 15, 2020 \$ _____	Nov. 15, 2020 \$ _____	April 15, 2020 \$ _____
Sept. 15, 2020 \$ _____	Feb. 15, 2021 \$ _____	May 15, 2020 \$ _____

- a. Payments are accepted electronically through the Off Campus Rentals tenant portal, www.plymouthoffcampus.com, or by check, please send payments to Off Campus Rentals, 16 Highland St, Plymouth, NH 03264.
 - b. Off Campus Rentals, LLC is the payment agent for the owners.
3. **Special Conditions:**

4. **Tenants Allowed:** Tenant agrees and acknowledges that if the number of tenants is less than the total number of bedrooms existing upon the leased premises, that Landlord may enter into an additional lease agreement or agreements to separately lease any such additional bedrooms. Tenant agrees that they shall be "roomers," with any additional tenant(s) under any such additional lease(s), with all sharing equal rights to share in the use and enjoyment of the leased premises (other than and excepting the bedroom(s) occupied by Tenants and any such additional tenant(s), which shall be exclusively used and occupied by the tenant occupying the same), and no such additional leases shall be deemed to modify or lessen Tenants' obligations hereunder. Tenant acknowledges that the Landlord may select which bedroom the Roomer will occupy if the Tenants have not yet selected bedrooms. Further, if any tenant named herein vacates the leased premises during the term of this Lease, Tenant acknowledges and agrees that Landlord may lease any bedroom left vacant as a result thereof by way of a separate lease agreement, as if such bedroom had been vacant upon the date of the execution of this Lease. Only individuals listed on a valid lease agreement may live in the Leased Property.
5. **Late Fee:** A daily late fee of \$3 will apply for Rent received after any of the listed installment dates.
6. **Security Deposit:** The security deposit for the Premises is \$300 per person, payable within 48 hours of lease signing. Security deposit payments must be made through the Off Campus Rentals website. Landlord may cancel this Agreement if security deposits are not paid in full within the specified 48-hour period. In the event Tenant either fails to take possession of the Premises as agreed or fail to pay the balance due as specified above Tenant agrees to relinquish the security deposit to Landlord as liquidated damages for their breach of this Agreement. The security deposit will be returned to the Tenants, minus deductions, after they have vacated the property, provided the Tenants have met all the conditions of this Agreement, and have left the Premises clean, undamaged, and in good order. The unit must be left in substantially the same condition as received, reasonable wear and tear accepted. Security Deposits are held in an escro account with Northway Bank, 1-3 Highland St, Plymouth, NH 03264. Receipts for security deposit payments will be emailed to the address used in the Tenant's application. Tenants must notify Landlord of any defects and damages in the apartment with in 5 days after moving in. An itemized list of damages deducted from the security deposit will be listed on the Tenants online ledger page and/or itemized in a file available from the Tenants portal. Tenants must notify Landlord of forwarding address for security deposit return when they move out.

7. **Lease Termination:** Between the signing date of this lease and the Start Date, the Landlord, in its sole discretion, may void this Agreement if there are lease violations at an Off Campus Rentals unit or at any other unit at which a prospective Tenant may reside.
8. **Joint Status:** Tenants occupying the same apartment will be held jointly and severally liable during the term of this Lease. This means all provisions of this Agreement shall be applicable to each of the Tenants as one. Tenants shall be jointly and severally liable for any damages to the Premises caused by the fault or negligence of any Tenant or any Tenant's guests and/or agents (whether known by Tenant or not).
9. **Rooming House:** If Tenant is leasing a Rooming House room it is understood and agreed that Tenants will not give access or keys to persons not residing in the rooming house. Common areas, i.e. (Halls, Kitchen, Bathrooms, Porches, etc.) are not to be used as gathering spaces for Tenants and their guests so as to respect the right to quiet enjoyment of other residents of the building. Common areas must be kept clean at all times. Personal items must not be left or stored in common areas. Rooming house quiet hours are from 9pm-8am.
10. **Smoking:** Smoking is not permitted by Tenant or Guests inside the Premises or on enclosed porches.
11. **Acceptance of Premises:** Tenants acknowledge and represent that Landlord or Landlord's agents have made no specific representations or promises with respect to the Premises. Tenants further acknowledge and represent that Tenants have examined the Premises and accept them in the condition as is and that they are suitable for residential living. Any conditions in the Premises in need of repair or correction should be noticed to the Landlord by email within 2 days of occupancy.
12. **Lead Paint:** Tenants acknowledge that a copy of the EPA pamphlet "Protect Your Family from Lead Paint in Your Home" was made available to them at lease signing on the Off Campus Rentals website, www.plymouthoffcampus.com and at www2.epa.gov/lead.
13. **Residence:** The Premises shall be used for residential purposes only. No operational business shall be conducted or operated from or within the premises.
14. **Occupancy:** Rent is determined, in part, by the number of occupants. The person(s) on this Agreement are the only ones entitled to live in the Premises. No additional occupants are permitted without express written permission of Landlord. Additional occupants shall be subject to eviction and constitute a material breach of this Agreement. This provision shall not apply to occasional overnight guests. Tenants are allowed to substitute any Tenant with another tenant provided Landlord gives written approval. Any substitute tenant to this Agreement must sign a document agreeing to all of the terms herein. This provision shall not be interpreted as permitting any subletting, which is prohibited. An administrative fee may be assessed to cover any time and or costs incurred by substitution and shall be considered additional rent due.
15. **Heating and Electricity:** Heating and electricity will be supplied by the Landlord. All exterior doors and windows must be kept closed anytime the heating system or A/C is in use and at all times between November 1st & the end of Spring Break. Landlord may enter during times of vacancy, especially during Winterim, to ensure heat is working and thermostats are set at a reasonable temperature. Tenants must turn down thermostats to 55 degrees whenever Premises will be vacant for more than 12 hours. A fuel surcharge may be assessed if windows and doors are left open during heating. Costs that result from abuse of utilities may be charged to the Tenants. All such surcharges shall be considered additional rent due. Window mounted A/C units are not permitted.
16. **Snow:** The Landlord shall be responsible for the plowing of driveways and parking areas. Snow and ice removal from exterior stairs and walkways is not only the responsibility of the Tenants but is also required to ensure the safety of all who inhabit, visit, or access the Premises. Towards this end the Landlord will provide snow shovels, salt, or sand, as the need requires. In no event shall the Landlord be deemed responsible or liable for any injuries or damages resulting from any casualty due to Tenants' failure to clear snow and ice from steps and walkways. Landlord may, on occasion, remove excess quantities of ice and snow from steps and walkways. Such action, however, will not create any ongoing duty of the Landlord to do so nor relieve Tenants from their duty to do so.
17. **Liability:** It is understood and agreed that Landlord and Landlord's agents, servants, employees, and contractors shall not be held responsible or liable to any Tenant or any other person for any damage or injury to the Tenants, their agents, or guests, for any loss or damage that may be occasioned by the acts or omissions of any other person(s), including those occupying any adjacent space to the Premises; or for any loss or damage resulting to Tenant or Tenant's property from water, ice, snow, gas, steam, fire, explosion, electricity, precipitation; leaks, bursting, stoppage, or leaking of pipes or lines; or from the roof, street, or from any other place; or by dampness or any other cause of whatever nature. Tenants are encouraged to obtain Tenant insurance to the extent they are not covered under their parents' casualty policy. Landlord's policy does not cover any casualty to Tenants' personal property for any cause.
18. **Damage:** In general, the Landlord is responsible for maintaining and repairing the Premises in order to maintain habitable conditions. This duty includes the electrical, plumbing, and heating systems. Tenants are responsible for any damage(s) to the interior or exterior of the Premises whether caused by themselves or by guests. Any damage sustained to the Premises shall be considered a material breach of this Agreement and may be considered adequate grounds for eviction. Any and all damage to the Premises must be reported to Landlord via e-mail within 2 hours of occurrence. Any repairs necessitated will be made and such costs billed to Tenants. Payment for any such repairs shall be due within 7 days of receipt and shall be considered additional rent due.
19. **Tenants Shall:**
 - a. Keep the Premises in a neat, attractive, clean, safe, and sanitary condition including exterior spaces immediately adjacent to the Premises.
 - b. Immediately report to Landlord any structural problem, any problem with any utility or in the event of a bona fide emergency, any observed hazardous condition(s), and take any reasonably necessary steps to prevent any injury or loss to persons or property.
 - c. Keep all exits and doorways clear to enable occupant's unimpeded exit during an emergency.
 - d. Leave porch and exterior door window treatments as found at occupancy. Uncovered windows are to be left uncovered
20. **Tenants Shall Not:**
 - a. Have on Premises: kegs, draft balls, mini kegs or any other apparatus for group/mass distribution and or consumption of alcohol.
 - b. Permit dangerous behavior to take place on Premises.
 - c. Leave or accumulate bottles, cans, cigarette or cigar butts, or other trash on lawns, common areas, walkways, adjacent sidewalks, or curb areas at any time.
 - d. Make or allow excessive noise or other disturbances causing annoyance to other Tenants or neighbors or make noises that can be heard outside including but not limited to, drum kits or amplified music.
 - e. Host or allow outdoor gatherings on lawns or porches between 9 PM and 6 AM
 - f. Paint, place glue or non-removal sticky substances on interior walls, or drive nails, screws, etc., into walls. Removable push pins, picture hooks, and similar hanging hardware, in moderation, are permitted.
 - g. Make or permit any changes to the Premises, or to any utility system.
 - h. Move, cover or alter any posted notices.
 - i. Keep any game tables, such as air hockey, pool, foosball, Beirut boards (beer boards) or dart boards.
 - j. Build snowboard/ski parks or install rock climbing walls.
 - k. Keep firearms, ammunition, explosive materials, chemicals in bulk, or fuels on the Premises. Landlord assumes no responsibility for usage of gas grills. Gas grills must be stored and used at least 10 ft. away from any structure
 - l. Keep a waterbed or liquid filled furniture of any kind, swimming or wading pool, on the Premises.
 - m. Permit water to continue running, or any other act of waste.
 - n. Keep junk, inoperable, or unregistered vehicles on the Premises or parking lot.
 - o. Ever go onto roofs unless in the case of an emergency.

- p. Keep couches, recliners or other indoor furniture on lawns, porches or anywhere outside the Premises.
 - q. Tamper, modify, or relocate fire alarms, carbon monoxide detectors, extinguishers, or thermostats.
 - r. Keep lit candles, incense, open flames or fire pits, charcoal grills, or halogen lamps
 - s. Use or install electric space heaters, car heaters, exterior lights.
 - t. Use any holiday lighting outside the time Thanksgiving thru January 2nd.
 - u. Install or change any locks, or remove any existing locks.
 - v. Keep, store, or dispense any controlled drugs (unless by prescription) or alcohol (unless of legal age to possess and lawful to dispense.)
 - w. Keep or use trampolines or horseshoe sets.
 - x. Engage in drunken, fighting, violent, tumultuous, or disorderly conduct or permit guests to do so.
 - y. Violate any town ordinance.
 - z. Have signs, posters, banners, tapestries, wall hangings, letters etc. visible from the exterior of the Premises.
 - aa. Have in their possession or display street signs.
 - bb. Run extension cords and cables under rugs, taped or attached to carpets or floors or across doorways, extension cords must be short and in like new condition.
21. **Animals:** Pets/animals larger than a softball are not permitted on the Premises at any time. Tenants who have an animal without permission will be responsible for replacements of all carpets at the cost of \$5sq/f.
22. **Social Groups:** Sororities, fraternities and similar social groups, organized or otherwise, are prohibited on Off Campus Rentals properties.
23. **Entrance by Landlord:** Landlord or Landlord's agents shall have the right to enter the Premises at reasonable times for the following legitimate purposes:
- a. Maintenance, repairs, alterations, additions, or improvements to the Premises as Landlord may deem reasonably necessary or desirable.
 - b. To show the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
 - c. To check the structure for possible damage or deterioration, and operation of utility systems servicing the Premises.
24. **Utilities:** Utilities are supplied by independent contractors. Landlord shall not be liable for any interruption in or failure to provide any utility service caused by inclement weather, accident, mishap, riots, strikes, epidemics, acts of God, or any other legitimate interruption, which is beyond the control of the Landlord. Landlord is responsible for taxes, sewer and water services, rubbish removal, and driveway plowing. Unless otherwise specified, tenants are responsible for obtaining their own internet and television cable services.
25. **Hold Over:** Tenants shall have no right to hold over after the expiration of the term granted herein. In the event Tenants shall, for any reason, remain in possession after the expiration of this term, then such possession shall be deemed a tenancy at sufferance during which time Tenants' rent shall be the monthly rent for the last month of the term hereof and thereafter, for each month Tenant(s) continues to occupy the Premises. In addition, Tenant(s) shall continue to be liable for all terms and conditions as set forth herein.
26. **Accident/Injury:** Tenants agree to indemnify and hold harmless from and against any and all claims and demands (except such as result from the negligence of Landlord or Landlord's agents, contractors, servants, or employees) for or in connection with, any accident, injury, or damage whatsoever caused to any person or property arising, directly or indirectly, out of the Premises, or arising directly or indirectly from any act or omission of Tenants, their guests, or others, and from and against any and all costs, expenses, and liabilities incurred in connection with such claim or proceedings brought therefrom.
27. **Security Not Promised:** Notwithstanding whatever measures Landlord may take to maintain or improve the security of the Premises, the parties hereby expressly acknowledge that the Premises are not to be considered a secured building which would subject Landlord to any higher degree of care. Landlord will take security measures that are, in the Landlord's sole discretion, reasonable, appropriate, and adequate for the documented level of problems, and commensurate with the character and types of security measures undertaken by the surrounding community. Nothing contained in this paragraph shall be construed as creating any affirmative obligation on the part of Landlord to undertake any particular or systematic course of conduct or admission of same.
28. **Additional Charges:** At Landlord's election, Landlord may charge Tenant additional reasonable amounts to remedy Tenant's default of any of the covenants herein which may be but are not limited to:
- a. After hours' lockout \$25 per incident
 - b. Disconnected smoke alarms \$50 per tenant per alarm
 - c. Replacement key \$40
 - d. Cleaning up debris on lawn or porches \$25 per Tenant
 - e. Open window during heating season \$25 per day
 - f. Use of fire extinguisher for non-legitimate reason \$200
 - g. Use of emergency exit for non-legitimate reason \$50 per Tenant
 - h. Vehicle not moved for plowing \$50
 - i. Beer kegs on Premises \$300 per keg
 - j. Pets on Premises \$100 per Tenant per day
 - k. Persons on roof \$100 per Tenant
 - l. Exceeding maximum occupancy; 1st violation \$100 per tenant, 2nd violation \$200 per tenants, 3rd violation \$300 per tenant
29. **Covenant/Condition:** Neither the failure of Landlord to insist upon the strict performance of any covenant or condition of this Agreement, nor the receipt by Landlord of rent with knowledge of the breach of any such covenant, nor receipt and acceptance of Landlord of an amount other than the rental herein stipulated, shall be deemed a waiver of such or any subsequent breach, and any such waiver shall be effective only if in writing and signed by Landlord.
30. **Eviction:** In the event of eviction, Tenants may be liable to the Landlord for all rents due as stated in this lease. Tenants shall be liable for all costs of eviction, including court costs, reasonable attorney's fees, and collection costs.
31. **Notifications:** Landlord may send written notices of violations of this Agreement to Tenants' parents, guardians, PSU, law enforcement, or other sureties.
32. **Basement and Garages:** Basement and garage areas may not be used for habitation or gatherings. These spaces may only be used by Tenants for storage purposes. Tenants assume all risk for items stored in attics, basements, and garages. If items are stored over the summer, Tenant assumes all liability and risk. Landlord is not responsible for the safety and security of items in storage.
33. **Breach of Agreement:** Any breach of this Agreement by Tenants shall be considered a material breach and shall entitle Landlord to commence the eviction process. Notwithstanding the foregoing, Landlord may issue a warning or take less severe action, or the parties may negotiate extensions or forbearance under such terms, conditions, modifications and payments as they may agree.
34. **Health and Safety Inspections:** The Landlord may request access to the Premises during times of obvious misconduct to verify compliance with this Agreement. The purpose of such access is to ensure the health, safety and welfare of the occupants and the security of the Premises. Serious breaches may further result in police intervention and possible arrest. Tenants should govern themselves responsibly in order to avoid such situations.
35. **Communication:** Notices and communications emailed to Tenant(s) will be considered hand delivered to each Tenant. Off Campus Rentals primarily uses email and SMS to communicate. Tenants must check their email on a continuous basis, including over the summer months. Email will be sent to the address listed on Tenants rental application. Tenants agree to receive emails/SMS communication.
36. **Release of Information:** Tenant names and address may be released to PSU and the town for safety and accounting.
37. **Agent/Manager:** Landlord may use an agent or property manager to act on the Landlord's behalf.

- 38. **Parking:** Parking is issued only for Tenants with a valid parking pass. Parking is permitted only in designated areas. Parked vehicles must be locked and the keys removed. Vehicles must display current Off Campus Rentals permit or the vehicle will be towed at owner's expense. Vehicles must be moved in accordance with the Off Campus Rentals plowing protocol. Vehicles may not leak fluids onto the parking areas and cannot be parked in parking areas until all leaks are repaired. Towing will be at the Tenant's, or vehicle owner's expense. Assigned parking spots may be off Premises. Landlord reserves the sole right to approve or deny parking applications.
- 39. **Guest Parking:** Guest parking is not provided or allowed at any time in any Off Campus Rentals parking lot. Any vehicle without a parking permit will be towed at owner's expense without warning.
- 40. **Maximum Occupancy:** The number of guests allowed on the Premises is determined by the number of Tenants present. Refer to the table below to determine how many guest are permitted on the Premises at any particular time.

Number of Tenants Present on Premises	1	2	3	4	5	6	7
Maximum Number of Guests Permitted	3	4	4	5	6	6	6

- 41. **Walk Through:** The Following Apartments are walk thru for utilities for other apartments: 24A Langdon St, 51 Langdon St, 54B Langdon St, 56 Langdon St, 63 Langdon St, 67 Langdon St, 23A Merrill St, 4A Russell St, 9A Russell St, 14A Russell St, 8A+B Gould Ter, 39A+B Green St, 19B River St, 1 Edmonds Ct,
- 42. **Cosigners:** Cosigner unconditionally guarantees: (i) the payment of all debts now due or hereafter arising, whether for Rent, late charges, court costs, attorneys' fees, damages or otherwise, arising out of or in any way connected with the Lease obligations of the Tenant whose name is set opposite such Cosigner's name in the first paragraph of this Lease, including those debts and obligations for which the Tenant is jointly and severally liable as provided by this Lease, and (ii) the full performance of such Tenant's obligations hereunder. Cosigner expressly waives his or her right (i) to notice of any matter anticipated by this Lease, or (ii) to notice of any amendment, assignment or termination of this Lease with respect to one or more Tenants. Cosigner agrees that no extension, modification, renewal, or amendment of this Agreement shall act to limit or obviate Cosigner's liability hereunder, and this guarantee shall extend as fully to any such extensions, modifications, renewals, or amendments as to this Agreement. No waiver or failure to act by Owner shall act to limit or waive Cosigner's obligations hereunder. Cosigner agrees that it is a primary obligor hereunder, and Owner may resort to this guaranty provision prior to seeking relief from or bringing an action against the Tenant whose obligations are guaranteed by Cosigner. Cosigners signatures must be received within 24 hours of the Tenants signing the lease or the lease may be voided. Cosigner hereby guarantee's all the terms, provisions, covenants and obligations herein of the Tenant.
- 43. **Attorney's Fees:** Any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner, Landlord or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorney's fees shall be classified and billed to tenant as "added rent".
- 44. **Internet:** Internet will be included for the first time for all Tenants starting September 2019. In the unlikely event that Spectrum backs out of or fails to uphold their contract, making it impossible for the Landlord to supply Internet the Tenant's rent will be reduced according to the table in Addendum A.
- 45. **Saving Clause:** This lease shall be construed to be in accordance with the laws of the State of New Hampshire. If any provision or provisions of this lease are deemed to be in violation of any law, then only those provisions shall be void and all other provisions shall remain in full force and effect.
- 46. **Agreement:** This Agreement sets forth the entire agreement between the parties hereto, and may not be changed, modified, waived, released, or discharged, in whole or in part, except by a written instrument signed by all parties.
- 47. **Tenant, Cosigner and Landlord Signatures:**

 Tenant Name

 Cosigner Name

 Tenant Signature

 Date

 Cosigner Signature

 Date

 Landlord Signature

 Date

Micah McLane, authorized manager of Off Campus Rentals

Off Campus Rentals

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