

**P. Bryant Property, LLC**

PO Box 1170

Durham, New Hampshire 03824-1170

**LEASE CONTRACT**

This LEASE CONTRACT, made on **7/15/2009** by and between **p.Bryant Property, LLC** (hereinafter "Lessor"), a New Hampshire Corporation with a principal place of business of 24 Park Court, Durham NH, and:

**Tenant Name**

All parties listed in this Lease Contract as Tenant are referred to individually and collectively as "Tenant", respectively.

In consideration of the mutual promises and covenants set forth herein, Lessor leases to Tenant and Tenant leases from Lessor the Premises described herein, together with the fixtures and accessories belonging to the Premises, for the Term described herein. The application for this Lease by Tenant and all representations and promises contained in the application are a part of this Lease Contract. Tenant warrants that all of information given by tenant in the application is true and if any of the information is later determined to be false, Lessor may at Lessor's option terminate this Lease Contract.

**1. PREMISES: Resident Address**

Tenant acknowledges that Lessor has provided Tenant with an Arrival Inspection Form prior to Tenant taking possession of the Premises. Tenant agrees to inspect the Premises and note on the Arrival Inspection Form any items in the Premises in need of repair or cleaning, and agrees to return the Arrival Inspection Form to Lessor within five (5) days of taking possession of the Premises. Tenant agrees that failure to return the Arrival Inspection Form within five (5) days of taking possession of the Premises shall mean that the Tenant has inspected the Premises and agrees that the Premises is accepted without any defects.

Tenant(s) are to notify Lessor in writing by **October 15, 2009** of intentions to renew lease for concurrent year. Failure to notify Lessor can result in unit being rented to new tenant.

**2. SUMMARY SECTION:**

**A. TERM OF LEASE: Begins on: 7/15/2009 Ends at 12:00 Noon on: 5/25/2010**  
(See Section 4 for additional terms.)

**B. BASE RENT: \$898.00 – Due on or before the first day of each month via electronic payment.**  
(See Section 5 for additional terms.)

**C. REQUIRED SECURITY DEPOSIT: \$898.00 (See Section 8 for additional terms.)**

**D. UTILITIES & SERVICES INCLUDED IN BASE RENT:**  
(See Section 9 for additional terms.) Heat, Hot Water, Electricity, Standard Cable, Wireless Internet\*, Laundry\*

**E. NUMBER OF DAYS BEFORE END OF LEASE TERM LESSOR MAY SHOW UNIT FOR RENTAL: 180**



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**F. NUMBER OF AUTOMOBILES ALLOWED: 1 (See Section 12 for additional terms)**

**G. ADDITIONAL PROVISIONS: \*Limitation Apply - Lessor and/or Lessee shall notify, in writing, the other party within 60 days from the 1st day of the month if the lease contract is to be terminated by either party.**

**3. KEYS AND LOCKS:**

**A. KEYS:** Upon termination of this Lease Contract, Tenant shall return all of the keys to Lessor or shall pay Lessor a fee of \$100.00 for each key not returned.

**B. LOCKS:** Tenant shall not alter any lock or install a new lock or a knocker or other attachment on any door of the Premises without Lessor's written consent.

**4. TERM OF LEASE: Begins on: 7/15/2009 Ends at 12:00 Noon on: 5/25/2010**

**A. POSSESSION:** At the commencement of the Term of this Lease, Lessor shall make a good faith effort to deliver possession of the Premises to Tenant. In the event that it is beyond and out of the control of the Lessor to deliver the Premises at the beginning of the Term as specified herein, because the prior occupant has refused to vacate the Premises, this Lease Contract shall automatically terminate, unless reaffirmed in writing by both the Lessor and Tenant. If this Lease Contract is terminated because Lessor has failed to deliver possession of the Premises to Tenant, Lessor will refund all prepaid rent and security by Tenant, and the said refund shall be Tenant's sole legal remedy against Lessor.

**B. OPTION TO EXTEND TERM:** Lessor shall notify Tenant in writing if Lessor is willing to grant Tenant an option to extend the term of the Lease Contract. If Lessor grants said option, Tenant shall have thirty (30) days from the delivery of the notice by Lessor to indicate in writing that Tenant is exercising the option to extend the Lease pursuant to the terms provided in the option. In the event that Tenant does not provide Lessor with a writing indicating that Tenant is exercising said option, then Tenant shall vacate the Premises pursuant to the terms of this Lease Contract.

**C. HOLDOVER TENANT:** If Tenant does not vacate the Premises upon termination of this Lease Contract, Tenant shall pay Lessor as liquidated damages, for each part of every month that the Tenant remains in possession, an amount equal to three (3) times the monthly rent pursuant to Paragraph 4 ('RENT') herein, for each part of any month that Tenant remains in possession of the Premises. EXAMPLE: Term ends April 28 and Tenant vacates the Premises on June 2—Tenant shall pay Lessor three (3) times the monthly rent of May and three (3) times the monthly rent for June as liquidated damages.

**5. RENT:** Tenant shall pay to Lessor rent in the amount of \$898.00 on or before the first day of each month. Rent shall be paid to Lessor by electronic payment(s) for the full amount of rent due at the above address or any other address as Lessor may designate in writing. If Tenant fails to tender the full rent due the Lessor by the first (1st) day of each month, the monthly rent for said month shall be increased by an additional \$100.00. If Tenant fails to tender the full rent due the Lessor by the fifteenth (15th) day of the month, the monthly rent for said month shall be increased by an additional \$50.00. The increase in the rent shall not preclude Lessor from having Tenant lawfully evicted from the Premises due to the breach of the covenant by Tenant to pay rent when due.



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If any negotiable instruments or electronic payments tendered to Lessor by Tenant are returned by the bank for insufficient funds or for any other reason, the monthly rent for said month shall be increased by an additional **\$100.00**. The increase in the rent shall not preclude Lessor from having Tenant lawfully evicted from the Premises due to tendering a negotiable instrument, which was supported with insufficient funds.

The last month of the lease is a short month. A full month's rent is still due.

In the event that the Term of this Lease Contract terminates prior to the last day of the month (i.e., 25th/28th day of the month), Tenant shall nevertheless be obligated to pay Lessor rent for a full month and Tenant shall not be entitled any abatement or refund of any of said rent.

- 6. REGAINING ENTRY TO PREMISES:** In the event Tenant shall lose keys to the Premises and require the assistance of Lessor in regaining access to the Premises, Tenant shall within three (3) days pay Lessor a fee of **\$100.00** for said assistance by Lessor.
- 7. FINANCE CHARGES:** Tenant agrees to pay Lessor a finance charge of 1.5% per month (18.0% per annum) on all outstanding amounts due Lessor by Tenant.
- 8. SECURITY DEPOSIT:** Tenant has deposited with Lessor a Security Deposit in the amount of **\$898.00** for the performance of each and every promise and covenant to be performed by Tenant pursuant to the terms of this Lease Contract. Lessor shall have the right, but not the obligation to apply the Security Deposit in whole or in part to remedy Tenant's default in the payment of rent or in the performance of any of the other promises or covenants contained in this Lease Contract. Lessor's rights to possession of the Premises for nonpayment of rent or any other reason shall not be affected by the fact that Lessor holds the Security Deposit. Tenant's liability to Lessor is not limited to the amount of the Security Deposit.

**SECURITY DEPOSIT IS NOT LAST MONTH'S RENT.**

Lessor shall give Tenant written notice of the application of all or any part of the Security Deposit within thirty (30) days after the application. Upon delivery of the notice by Lessor, Tenant shall immediately pay to Lessor an amount sufficient within seven (7) days of receiving notice; Tenant's monthly rent shall increase by the greater of the amount necessary to fully restore the security deposit or \$250.00. Said increase in the monthly rent shall continue until such time that the security deposit is fully restored.

Upon Tenant vacating the Premises, Lessor shall refund to Tenant any unapplied portion of the Security Deposit in accordance with the requirements of the laws of the State of New Hampshire. Said refund shall be made by Lessor by mailing to Tenant a single check at the forwarding address provided by Tenant in writing.

- 9. UTILITIES & SERVICES:** The items listed in Paragraph 2.D indicate the utilities and services that Lessor shall pay. Tenant shall be responsible for any and all utilities and services NOT included in Paragraph 2.D.

**Fuel and Utility Adjustment:** Lessor reserves the right to increase the monthly rent as set forth above by the amount of any increases which Lessor experiences in the cost of fuel or utilities used within the rental unit and associated common areas. Lessor may make a maximum of two (2) such adjustments during the term of this lease, and shall notify Tenant of such increase in writing at least thirty (30) days before the effective date of same. If Tenant does not agree with the amount as so added to the lease, Tenant may terminate this Lease Contract by giving written notice to Lessor and vacating the premises within said thirty (30) day period. Failure to so notify



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Lessor and vacate the premises within said thirty (30) day period shall constitute an acceptance of said increase by Tenant.

Lessor will be responsible for electric charges up to \$75.00 per month. Lessor will invoice any amount over \$75.00 to appropriate unit as additional electric usage. If Lessor finds that Tenant is abusing electricity such as leaving television or stereo on when unit is empty or running heat with window open in the winter time, Tenant will become responsible for the full amount of the electric bill which will be invoiced and due monthly.

**OTHER ELECTRONIC APPLIANCES:** Air conditioners are allowed in the unit between April 1 and October 31 with our permission. A/C unit must meet our energy efficiency specifications. After installation, Tenant must notify Lessor for inspection of unit. *If Lessor finds A/C unit in unit and Tenant has not contacted Lessor, a fine of \$100 will be assessed and Tenant becomes responsible for all damages including but not limited to window & frame damages and water leakage damages.* A monthly utility fee of **\$30.00** will be assessed to compensate for the increase in the electric usage.

If Tenant uses any additional appliances such as small refrigerators or window fans, Tenant may be assessed an additional monthly fee of **\$30.00** for electric usage.

- 10. USE OF PREMISES:** Tenant and any children of Tenant shall occupy the Premises solely for residential purposes. Individual guests of Tenant may occupy the Premises for no more than three (3) days each during each fiscal year of the Term. **Overnight guests are allowed only with prior written permission from the LESSOR.**

In the event that Tenant has guests at the Premises, Tenant hereby agrees to be responsible for the actions of said guest or guests while they are at the Premises. Tenant shall not conduct any act or permit their guests to any act that is illegal. Tenant shall not conduct any act that may damage the reputation of or otherwise be injurious to the Building or conduct any act that would increase the rate of insurance on the Building.

Tenant and their guests shall not cause any noise, music, or other at any time in such manner as to disturb the quiet enjoyment of other occupants or neighbors of the Building. Tenant shall not permit any guest of Tenant to violate any of Tenant's obligations under this Lease Contract and Tenant shall be responsible for the actions of any guest as if the Tenant did such.

**A. CARE AND CLEANLINESS OF PREMISES**

1. Within ten (10) days of occupancy, Tenant shall properly dress all windows with draperies, curtains, commercial window blinds or commercial window shades. Tenant shall not cover windows with blankets, sheets, flags, or material remnants;
2. Tenant shall not hang any items on or under ceiling lights;
3. Tenant shall maintain the Premises and appurtenances in a clean, sanitary, and safe condition;
4. Tenant shall dispose all rubbish, garbage, and other waste in a clean and sanitary manner in the provided refuse facilities;
5. Tenant shall properly use and operate all appliances electrical, gas, and plumbing fixtures;
6. Tenant shall maintain a minimum temperature of fifty-five (55) degrees Fahrenheit in the Premises at all times;
7. Tenant shall not place in the Premises or Building any furniture, plants, animals, or any other things that harbor insects, rodents, or other pests.



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8. Tenant shall keep out of the Premises and Building materials that constitute a fire hazard or safety hazard and Tenant shall comply with the requirements of Lessor's fire insurance carrier. It is in violation of the Fire and Safety Codes to hang anything over the ceiling lights or to put anything in the hallways (i.e. trash, shoes, and bicycles). Any items found in the hallway will be removed at the owner's expense;
9. Tenant shall only use standard picture hangers or thumbtacks when affixing items to the walls. Tenant shall not use nails, screws, tape, adhesive hangers, or in any way use any items that would mar, deface or alter the walls, doors, woodwork, fixtures or windows;
10. Tenant shall not destroy, deface damage, impair, or remove any part of the Building or Premises or facilities, equipment, or appurtenances thereto;
11. Tenant shall not store or keep any personal property or articles in any public hallways, stairways, staircase landings, walkways or other public areas, nor shall Tenant hang or shake anything from the windows or balconies or place anything upon the outside window sills;
12. The toilets, sinks, showers and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, sanitary napkins, towels, wash cloths or any other improper articles shall be thrown into them. There will be a charge for any toilet that Lessor unclogs due to foreign objects. We recommend every resident buy his/her own plunger;
13. There shall be no cooking done in the Premises except in the kitchen and cooking with grills or the use of lighter fluid is forbidden;
14. Tenant shall not park any trailers, boats, campers, or watercraft vehicles on Premises. Failure to comply could result in removal of vehicle at the cost of the tenant;
15. Tenant is responsible for changing and replacing light bulbs;
16. Your doors (inside and out) must be kept clean at all times. No writing.
17. GRILLS are not allowed on property. Grills found will be confiscated until the end of your lease;
18. Lessor's property is a NON SMOKING property. Smoking is not allowed on decks, in hallways, on stoops or in units. Please take your smoking off property;
19. Name(s) must be put on the mailbox for the Post Office to deliver your mail;

**B. PEACEFUL ENJOYMENT:** All residents have the right to peaceful enjoyment of their leased premises. If the police respond and file a report for a disturbance at your apartment for noise, parties, disturbing the peace, resisting arrest, etc., a charge of **\$200.00** may be assessed by the LESSOR as liquidated damages in addition to the actual costs to repair any damage to the building.

Parties are **NOT** allowed and will warrant eviction. A charge of **\$500.00** may be assessed by the LESSOR as liquidated damages in addition to the actual costs to repair any damage to the building.

**A maximum of four (4) guests are allowed in leased premises at any one time.**

**C. DECKS, TERRACES AND PORCHES:** Only lawn furniture can be placed on decks, terraces and porches.

**D. ALTERATIONS AND ADDITIONS TO THE PREMISES:** Tenant shall make no alterations or additions to the Premises nor install, attach, connect, or maintain in the Premises or any part of the Building, interior or exterior, major appliances or devices of any kind without in

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each and every case the written consent of Lessor and then, if granted, only upon the terms and conditions specified in the written consent. All alterations, additions, and fixtures) including security devices) whether temporary or permanent in character, made by Lessor or Tenant, in or upon the Premises shall, unless otherwise agreed or unless Lessor requests their removal, become Lessor's property and shall remain in the Premises at the termination of the Lease without compensation to Tenant. Despite this, neither Lessor nor Lessor's insurance carrier shall be liable to Tenant for the replacement of any alteration, addition, or fixture in the event of casualty loss. If Lessor shall permit or demand removal, Tenant shall out that part of the Premises into the same condition as existed before the installation of the alteration, addition, or fixture.

**E. PETS:** Tenant shall have no dogs, cats, birds, fish, or other animals in or upon the Premises or Building unless authorized in writing by the Lessor. If Lessor determines that Tenant has allowed any animals in or upon the Premises or Building, the rent shall be increased by an additional \$250.00 per month, including the months that Lessor determined that Animals were present, until said animal is removed from the Premises.

**F. USE OF SIGNS:** Tenant shall not post in or on the premises any signs that can be seen by the general public.

**G. FALSE FIRE ALARMS:** Tenant shall only use the fire alarm if there is a fire or other emergency in or upon the Premises or Building. Tenant shall be evicted from the Premises and agrees to be responsible for any fines assessed as a result of Tenant intentionally triggering a false alarm. In the event that there is a false alarm in the building triggered by an unknown person and as a result thereof a fine is assessed against the Lessor, the fine will be allocated to the apartment unit to which this lease contract applies.

**H. DAMAGE TO COMMON AREAS:** Tenant shall not cause any damage to the common areas. In the event that damage to the common area is caused by an unknown person, the cost of repairing the damage will be allocated among all of the apartment units having access to the damaged area, and Tenant agrees to be responsible for and pay the amount of the repair cost allocated to the apartment unit to which this lease contract applies.

**11. LESSOR'S ACCESS TO PREMISES:** Lessor has the right to enter the Premises subject to 24 hours notice communicated to Tenant either orally or in writing, to inspect Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, lessees, workers, or contractors, or as is otherwise necessary in the operation and protection of the Building, its components or persons therein. At any time within 180 days before the end of the Lease Term, after a single notice, Lessor may as often as necessary show the Premises for rental between the hours of 9:00am and 5:00 pm on not less than one (1) hours notice if Tenant or other person is in the Premises, without limitation as to days.

In the event or apparent of actual emergency, Lessor may enter the Premises at any time without notice.

**12. VEHICLES:**

**A.** Tenant shall be allowed to park a maximum of 1 automobile(s) in the parking lot of the Premises, so long as said vehicles are properly registered with a State Motor Vehicle Department and are in operable condition for driving on public roads.

**B.** Lessor shall affix the non-transferable parking sticker on the rear window of Tenant's vehicle.



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**C.** Visitors and guests of Tenant shall not park any vehicle in the parking area of the Premises. No parking is provided for visitors and guests.

**D.** Tenant shall not park any vehicle or allow any guest to park any vehicle on the lawn or block driveways, walkways, dumpster area or other vehicles.

**E.** Motorcycles may not be kept anywhere on the Premises or parked in the parking area during the period beginning November 1 and ending April 1. Motorcycles must be registered and affixed with a parking sticker. Resident may not have two (2) vehicles on property at the same time i.e. motorcycle and car.

**F.** Tenant shall move his/her vehicle at the request of Lessor or Lessor's agent to allow for snow plowing and maintenance of the parking area and walkways or maintenance to the Building.

**G.** Maintenance of motor vehicles may not be performed on the Premises.

**H.** Lessor is hereby authorized to tow any vehicles found in violation of any "VEHICLES" clause herein, and Tenant hereby agrees to be responsible for and pay the cost of said towing.

**I.** If Tenant does not remain in good standing with Lessor, Lessor has the right to revoke parking privileges.

**J.** Bicycles must be locked in the bike racks located on property. Bicycles must be registered with the office and affixed with a sticker. Bicycles are not allowed on decks or in hallways.

**13. VACATING PREMISES UPON TERMINATION OF LEASE CONTRACT:**

**A. TENANT'S RESPONSIBILITIES:** Upon termination of this Lease Contract, or upon Tenant permanently vacating the Premises, Tenant hereby agrees to do the following and be responsible for the cost thereof:

1. Remove all of Tenant's personal property and possessions;
2. Clean the entire Premises, including but not limited to the range, stove, microwave, refrigerator, freezer, exhaust fans, sinks, toilets, cabinets, closets and floors;
3. Defrost the refrigerator and freezer; and,
4. Cancel all utilities and services which are listed as the Tenant's responsibility in Section 9; and.
5. Return all of the Premises keys to the Lessor.

**B. TENANT'S AUTHORIZATION FOR PROFESSIONAL CARPET CLEANING:** Upon termination of this Lease Contract, or upon Tenant permanently vacating the Premises, Tenant hereby authorizes Lessor to have the carpets professionally cleaned and Tenant further agrees to be responsible for the cost thereof.

**14. ASSIGNMENT, SUBLETTING, AND RELETTING:**

**A.** Tenant may not assign, sublet or relet the whole or any part of the Premises without the written authorization of the Lessor.

**B.** Tenant agrees that Lessor may at any time and as often as desired assign or reassign all of Lessor's rights and obligations arising pursuant to this Lease Contract.



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- 15. INSURANCE:** Tenant agrees that Tenant's personal property in the Premises or located elsewhere on the demised property shall be at Tenant's risk only, and that Tenant will carry such insurance as Tenant deems as necessary to cover Tenant's property.

Tenant further agrees that except for instances of negligence or willful misconduct, Lessor shall not be liable for any damage to the person or property of Tenant of any other person occupying or visiting the Tenant, sustained by reason of the Premises or Building or any part of them or any appurtenance thereof becoming out of repair (as example and not by way of limitation, damage caused by water, snow, ice, frost, steam, sewerage, sewer gas or odors, heating, cooling, and ventilating equipment, bursting or leaking pipes, faucets and plumbing fixtures, mechanical

breakdown or failure, electrical failure, security services or devices or mailboxes being misused or becoming temporarily out of order, and fire or other act of God), or due to the occurrence of any accident in or about the Building, or due to any act or neglect of any other tenant or occupant of the Building or of any other person.

**Will Tenant(s) have a Renter's Insurance Policy**    **YES** \_\_\_\_\_ **NO** \_\_\_\_\_ **(please initial)**

- 16. WATERFRONT LIABILITY (if applicable):** Tenants shall not permit any children under the age of eighteen (18) to be permitted on any of Lessor's riverfront property or docks unless said children are accompanied by an adult. Any use by Tenant, Tenant's children or Tenant's guests of any dock or riverfront area owned by Lessor, shall be the sole responsibility and liability of Tenant and Tenant hereby agrees to hold harmless and indemnify Lessor for any and all damages and/or claims caused by the use of the said property.

- 17. TENANT'S AUTHORIZATION FOR CREDIT REPORT:** Tenant hereby authorized Lessor to periodically obtain credit reports regarding Tenant. This authorization shall be in force until such time that all of Tenant's promises, covenants and promises of this Lease Contract have been fulfilled.

- 18. EMINENT DOMAIN (CONDEMNATION):** If all or any substantial part of the Building or Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be condemned or improved in a manner that requires the use of any part of the Building, the Term of this Lease shall, at the option of Lessor, be terminated upon, and not before, the day when possession of the part taken shall be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Tenant.

- 19. LESSOR'S MORTGAGES:** This Lease Contract is not to be recorded and is subordinated to any present or future mortgages on the real estate (or any part of it) upon which the Building or Premises situated and to all advances upon the security of such mortgages.

- 20. NOTICES:** Notices, including those provided by statute, shall be in writing and served by delivery in person or by first class mail, postage prepaid, at the addresses shown for Lessor and Tenant at the beginning of this Lease or at such other addresses as either party may designate to the other party by written notice. If service is by first class mail, the mailing shall be deemed delivered on the date the notice is postmarked.

- 21. NONPERFORMANCE OR BREACH OF LEASE CONTRACT BY TENANT:** In the case Tenant does not fulfill any of the promises or covenants of any part of this Lease Contract, Lessor may treat such action or non-action by Tenant as a material breach of this Lease Contract and Lessor may at Lessor's option seek any legal and/or equitable remedy.



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Tenant agrees to reimburse Lessor for all of Lessor's costs, expenses and attorney fees incurred by Lessor in the enforcement of the provisions of this Lease Contract.

**22. OBLIGATIONS OF TENANT JOINT AND SEVERABLE:** The obligations of two or more persons designated Tenant in this Lease Contract shall be joint and severable. If there is more than one party named as Tenant, other than children in a family, all must execute this Lease and any modification or amendment of it.

**23. SEVERABILITY OF PROVISIONS:** If any provision of this Lease Contract is held by a court of law to be invalid, the remainder of the Lease Contract shall not be affected thereby.

**24. PROMISES OF THE PARTIES:** No oral promises, representations, conditions or agreements have been made between the Tenant and Lessor. The written terms and conditions of this Lease Contract shall be conclusively deemed the agreement between Tenant and Lessor, and no modification, waiver, or amendment of this Lease Contract or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by the party to be bound.

**25. CHOICE OF LAW:** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of New Hampshire.

**26. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT:** Housing built before 1978 Lessor has no knowledge of lead-based paint in the unit. Lessor has no records or reports pertaining to lead-based paint in the unit. A copy of the pamphlet "Protect Your Family from Lead in Your Home" will be handed out to tenants at their key pickup appointment.

**27. TOWN ORDINANCES:** Hallways, parking lots and lawns are considered public areas and drinking alcoholic beverages and loud music are prohibited per Durham's town ordinances. Police will take notice. A copy of Durham's town ordinances will be handed out to tenants at their key pickup appointment.

**TENANT SIGNATURE (S):**

_____	_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH	
_____	_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH	
_____	_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH	
_____	_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH	

The LESSOR EXECUTES this LEASE CONTRACT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Authorized Agent for Lessor

Phone: 603.868.7100 www.bryantproperty.com Fax: 603.868.7077



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**GUARANTY OF LEASE CONTRACT WITH WARRANTIES**

In consideration of **p.Bryant Property, LLC** (hereinafter "Lessor") entering into the Lease Contract including any and all Addendum's dated December 28, 2009 with:

(Hereinafter referred to individually and collectively as "Tenant," respectively),

I/We:

(Hereinafter referred to individually and collectively as "Guarantor," respectively), agree as follows:

**GENERAL:** Guarantor will act as Guarantor of all of the Tenant's promises, covenants and obligations as specified in the Lease Contract and any and all Addendum's with Tenant. Guarantor warrants and represents that Guarantor has examined, approved, and is fully familiar with all or the terms, conditions, and covenants of the Lease Contract and any and all Addendum's. Except as set forth in this Guaranty, this Guaranty is primary, absolute, and unconditional and shall not be released, discharged, mitigated, impaired, or affected by any modifications of the Lease Contract and any and all Addendum's or by any waiver or by failure of Lessor to enforce any of the terms, covenants, and conditions or by any extension of time or indulgence extended by Lessor to Tenant except to the extent of a written modification, waiver, or extension by Lessor. Lessor may proceed directly against Guarantor under this Guaranty without being required to proceed against Tenant under the Leases Contract and any and all Addendum's or to exhaust any other rights or remedies it may have against Tenant including, without limitation, the right to recover possession of the leased premises. Guarantor's liability under this Guaranty shall not be deemed to be waived, released, discharged, mitigated, impaired, or affected by reason of the release or the discharge of Tenant under the Lease Contract and any and all Addendum's in any bankruptcy, reorganization, or insolvency proceedings. Guarantor waives trial by jury in any action or proceeding brought against Guarantor under this Guaranty concurrently with or independently of any such action or proceeding against Tenant under the Lease. This Guaranty shall inure to the benefit of Lessor, Lessor's distributes, personal representatives, successors, and assigns, and shall be binding upon Guarantor. Guarantor may not assign this Guaranty.

**GUARANTOR'S AUTHORIZATION FOR CREDIT REPORT:** Guarantor hereby authorizes Lessor to periodically obtain credit reports regarding Guarantor. This authorization shall be in force until such time that all of Tenant's and Guarantor's promises, covenants and promises of the Lease Contract and any and all Addendum's and this Guaranty have been fulfilled.

**OBLIGATIONS OF GUARANTOR JOINT AND SEVERABLE:** The obligations of two or more persons designated Guarantor in this Guaranty shall be joint and severable.



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**MODIFICATION:** This Guaranty may not be modified or amended unless executed by all parties hereto.

**SEVERABILITY OF PROVISIONS:** If any provision of this Guaranty is held by a court of law to be invalid, the remainder of the Guaranty shall not be affected thereby.

**CHOICE OF LAW:** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of New Hampshire.

**GUARANTOR SIGNATURE(S):**

_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH
_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH
_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH
_____	_____	_____
DATE	SOC. SEC. NO.	DATE OF BIRTH

The LESSOR EXECUTES this LEASE CONTRACT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Authorized Agent for Lessor



*Filename: Sample Lease (2).doc*  
*Directory: C:\Users\Patti\Documents*  
*Template: C:\Users\Patti\AppData\Roaming\Microsoft\Te*  
*mplates\Normal.dotm*  
*Title: Wednesday, August 20, 2003*  
*Subject:*  
*Author: Perry Bryant*  
*Keywords:*  
*Comments:*  
*Creation Date: 9/30/2009 3:42:00 PM*  
*Change Number:2*  
*Last Saved On: 9/30/2009 3:42:00 PM*  
*Last Saved By: denise*  
*Total Editing Time: 2 Minutes*  
*Last Printed On: 12/28/2009 4:28:00 PM*  
*As of Last Complete Printing*  
*Number of Pages: 11*  
*Number of Words: 5,014 (approx.)*  
*Number of Characters: 28,586 (approx.)*