

# New Hampshire Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This New Hampshire Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerName} (“Landlord”). The manager is {PropertyManagerEntity}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.**
  - A. **Rent.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}.
  - B. **Payment After Notice.** Per RSA 540:9, no tenancy shall be terminated for nonpayment of rent, utility charges, or any other lawful charge contained in this Agreement if Tenant, before the expiration of the notice, pays or tenders all arrearages plus \$15 as liquidated damages; provided, however, that Tenant may not defeat an eviction for nonpayment by use of this subsection more than three times within a 12-month period.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in

full on the date it is due.

7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.** Security deposits in New Hampshire are governed by RSA 540-A:6 through 540-A:8.
  - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. **Landlord shall not demand or receive any security deposit in an amount or value in excess of one month's rent or \$100, whichever is greater.**
  - B. **Receipt.** Upon receiving a deposit from a Tenant, Landlord shall forthwith deliver to Tenant a signed receipt stating the amount of the deposit and specifying the place where the deposit will be held, and shall notify Tenant that any conditions in the Premises in need of repair or correction should be noted on the receipt or given to Landlord in writing within five days of occupancy. No receipt shall be required when Tenant furnishes a security deposit in the form of a personal check, a bank check, or a check issued by a government or nonprofit agency on behalf of Tenant. Regardless of whether or not a receipt is required, Landlord shall provide written notice to Tenant that a written list of conditions in the Premises in need of repair or correction, if any, should be given to Landlord within 5 days of occupancy.
  - C. **Trust Account.** Security deposits held by Landlord continue to be the money of Tenant and shall be held in trust by the person with whom such deposit is made and shall not be mingled with the personal moneys or become an asset of Landlord until the provisions of RSA 540-A:7 are complied with, but may be disposed of as provided in RSA 540-A:6, III. Landlord may mingle all security deposits held by Landlord in a single account held in trust for all tenants at any bank, savings and loan association, or credit union organized under the laws of this state in satisfaction of the requirements of RSA 540-A:6, II(a).
  - D. **Interest.**
    - i. Payment. If Landlord holds the security deposit for a period of **one year** or longer, Landlord shall pay to Tenant interest on the deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union in which it is deposited, commencing from the date Landlord receives the deposit. If Landlord mingles security deposits in a single account under RSA 540-A:6, II(b), Landlord shall pay the actual interest earned on such account proportionately to each tenant.
    - ii. Records. Upon request, Landlord shall provide to Tenant the name of any bank, savings and loan association, or credit union where Tenant's security deposit is on deposit, the account number, the amount on deposit, and the interest rate on the deposit and shall allow Tenant to examine Tenant's

security deposit records.

- iii. Request. Notwithstanding RSA 540-A:7, I, Tenant may request the interest accrued on a security deposit every 3 years, 30 days before the expiration of that year's tenancy. Landlord shall comply with the request within 15 days of the expiration of that year's tenancy.

#### E. Return Of Security Deposit.

- i. Payment. Prior to move-out, Tenant shall provide Landlord with a forwarding address. Landlord shall return a security deposit to Tenant and pay the interest due, if any, within **30 days** from the termination of the tenancy. If there are any damages to the Premises, excluding reasonable wear and tear, Landlord may deduct the costs of repair from the security deposit. Landlord shall provide Tenant with a written, itemized list of any damages for which Landlord claims Tenant is liable, which shall indicate with particularity the nature of any repair necessary to correct any damage and satisfactory evidence that repair necessary to correct these damages has been or will be completed. Satisfactory evidence may include, but not be limited to, receipts for purchased repair materials and labor estimates, bills, or invoices indicating the actual or estimated cost thereof.
- ii. Deductions. If Tenant is required under this Agreement to pay all or part of any increase in real estate taxes levied against the property and becoming due and payable during the Agreement Term, or if there is unpaid rent due, or if there are other lawful charges due under this Agreement which remain unpaid, Landlord may deduct such share of real estate taxes or unpaid rent or unpaid charges from the amount of the security deposit. Landlord shall provide Tenant with a written, itemized list of any claim for unpaid rent or share of real estate taxes or unpaid charges for which Landlord claims Tenant is liable, which shall indicate with particularity the period for which the claim is being made.

#### F. Penalties.

- i. If Landlord does not comply with subsections (A), (B), and (C) above or RSA 540-A:6, I, II or III; Landlord shall be deemed to have violated RSA 358-A:2 (i.e. deceptive practices).
- ii. If Landlord does not comply with subsections (D) and (E) above or RSA 540-A:6, IV or 540-A:7, Landlord shall be liable to Tenant in damages in an amount equal to **twice the sum of the amount of the security deposit plus any interest due under this subdivision, less any payments made and any charges owing for damages, unpaid rent, or share of real estate taxes as specified in RSA 540-A:7.**
- iii. Notwithstanding subsections (A)-(E) above or RSA 540-A:6, 540-A:7, and 540-A:8, I; Landlord shall not be liable nor forfeit

any rights if Landlord's failure to comply with said sections is due to the failure of Tenant to notify Landlord of Tenant's new address upon termination of the tenancy. **Any deposits plus interest due on the deposit that remain unclaimed after six months from the termination of the tenancy shall become the property of Landlord, free and clear of any claim of Tenant, absent fraud.**

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
  - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
  - B. **Month-to-Month Tenancies.** if this Agreement becomes a month-to-month tenancy, Landlord and Tenant may terminate this Agreement with a notice of termination in compliance with the subsection below. Per RSA 540:11, if the date of termination given in the notice does not coincide with the rent due date, Tenant is responsible for the rent for the entire month in which the notice expires, up to the next rent due date.
    - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
    - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
  - C. **Holdover.** If Tenant continues in possession of the Premises after the

date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of**  $\{\text{MonthlyRent}\}$ , computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
  - A. **Landlord's Responsibilities.** Per RSA 48-A:14, Landlord shall maintain the Premises in a condition fit for human habitation. If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, the defective condition shall not constitute a breach of Landlord's obligations under this subsection. Unless otherwise provided under New Hampshire law, Landlord shall comply with the requirements of applicable building and housing codes affecting health and safety. In the absence of applicable ordinances, codes or bylaws, Landlord shall not permit any of the following conditions:
    - i. the Premises are infested by insects and rodents where Landlord is not conducting a periodic inspection and eradication program;
    - ii. the premises are infested by bed bugs and Landlord is not conducting a periodic inspection and remediation program. In this paragraph "remediation" means action taken by Landlord that substantially reduces the presence of bed bugs in a

- dwelling unit for a period of at least 60 days;
- iii. there is defective internal plumbing or a back-up of sewage caused by a faulty septic or sewage system;
  - iv. there are exposed wires, improper connectors, defective switches, or outlets or other conditions which create a danger of electrical shock or fire;
  - v. the roof or walls leak consistently;
  - vi. the plaster is falling or has fallen from the walls or ceilings;
  - vii. the floors, walls, or ceilings contain substantial holes that seriously reduce their function or render them dangerous to the inhabitants;
  - viii. the porches, stairs, or railings are not structurally sound;
  - ix. there is an accumulation of garbage or rubbish in common areas resulting from the failure of Landlord to remove or provide a sufficient number of receptacles for storage prior to removal unless Tenant has agreed to be responsible for removal under this Agreement and Landlord has removed all garbage at the beginning of the tenancy;
  - x. there is an inadequate supply of water, or whatever equipment that is available to heat water is not properly operating;
  - xi. there are leaks in any gas lines or leaks or defective pilot lights in any appliances furnished by Landlord; or
  - xii. the Premises does not have heating facilities that are properly installed, safely maintained, and in good working condition, or are not capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein, to a temperature of at least an average of 65 degrees Fahrenheit.; or, when Landlord supplies heat in consideration for the rent, the Premises are not actually maintained at a minimum average room temperature of 65 degrees Fahrenheit. in all habitable rooms.

**B. Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;

- iv. be responsible for cleaning and routine maintenance;
- v. dispose promptly of all rubbish, garbage, and other waste; and
- vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **INFESTATION OF BED BUGS.** Per RSA 540:13-e:

A. **Definitions.** In this section:

- i. "Infestation of bed bugs" means the presence of bed bugs in real property rented for residential purposes.
- ii. "Remediation" means action taken by Landlord that substantially reduces the presence of bed bugs in a dwelling unit for at least 60 days.

B. **Costs.** Landlord shall bear the reasonable costs of remediation of an infestation of bed bugs, but may recover those costs if Tenant is responsible for the infestation.

C. **Payment.** If Landlord alleges that Tenant is responsible for an infestation of bed bugs, Landlord may bill Tenant, in writing, for the reasonable costs of remediation of the infestation of bed bugs in the Premises. If within 30 days of the completion of remediation Tenant has not paid Landlord for the reasonable costs of remediation, or entered into a repayment agreement with Landlord, such failure shall be considered grounds for eviction for nonpayment of rent pursuant to

RSA 540:2, II(a).

- D. **Eviction.** In an eviction action for nonpayment of rent based on failure to pay the reasonable costs of remediation, or in an action for damages for the reasonable costs of remediation of an infestation of bed bugs, Landlord shall bear the burden of proving both that Tenant was responsible for the infestation and that Landlord offered Tenant the opportunity to enter into a reasonable repayment agreement.
22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.
23. **RULES AND REGULATIONS.**
- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
    - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
    - ii. they are reasonably related to the purpose for which they are adopted;
    - iii. they apply to all tenants in the property in a fair manner;
    - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
    - v. they are not for the purpose of evading the obligations of Landlord; and
    - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
  - B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.
24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
25. **ABANDONMENT.**



- A. **Evidence of Abandonment.** Per RSA 540-A:4, XII “relinquishment of possession” occurs when Landlord receives a statement signed by each adult Tenant of the Premises stating that Tenant has relinquished possession of the Premises and has no intent to return. “Abandonment of possession” means Tenant has physically vacated the Premises without the intent to return. There shall be a rebuttable presumption that Tenant has abandoned the Premises if:
- i. Landlord provided all Tenants with a written property abandonment notice, by leaving the notice at the Premises **and** by sending the notice by certified mail to the last known address of at least one adult Tenant. The property abandonment notice shall also comply with subparagraph (iv) below; **and**
  - ii. **At least two of the following conditions were present:**
    - a. All adult Tenants of the Premises have notified Landlord in writing of their intent to vacate the Premises by a certain date and that date has passed, provided that the written notice of one adult Tenant who has lawful possession to the Premises pursuant to an order under RSA 173-B shall suffice.
    - b. All keys to the Premises have been returned to Landlord, which shall include leaving all keys in the Premises.
    - c. Tenant has removed from the Premises all or the majority of Tenant's personal property, and the only items remaining in the Premises are inconsistent with the continued use of the Premises.
    - d. Tenant has failed or neglected to pay rent for the Premises for a period of more than 91 days, provided that during those 91 days Landlord, if requested to do so, provided ordinary and reasonable verification of rental information to any agency assisting Tenant, and that Landlord did not refuse to accept payment on behalf of Tenant by any agency offering assistance.
  - iii. The defense of abandonment does not abrogate Landlord's duty under RSA 540-A:3, VII to maintain and exercise reasonable care in the storage of the personal property of Tenant who has vacated the Premises for a period of seven days after the date upon which Tenant has vacated the Premises. The seven days shall begin the day after Landlord serves the written property abandonment notice.
  - iv. In providing the property abandonment notice required under subparagraph (i), Landlord shall use conspicuous language identifying, with specificity, the reasons Landlord deems the property abandoned. The notice shall also advise Tenant of Tenant's right to retrieve any personal property as well as Tenant's right to file an action under RSA 540-A. The notice

must be signed by Landlord, or Landlord's agent. The use of the following notice language, in at least 12-point type, shall be deemed sufficient notice language:

**NOTICE OF PROPERTY ABANDONMENT**

This residence, known as \_\_\_\_\_, has been abandoned. I certify that, on this date, the property is believed to have been abandoned for the following circled reasons:

- (1) You notified me in writing that you intended to vacate the premises.
- (2) You have returned your keys to the premises.
- (3) You have removed from the premises all or the majority of your personal property, and the only items remaining in the premises are inconsistent with the continued use of the premises.
- (4) You have failed or neglected to pay rent for the premises for a period of more than 91 days.

Because you have abandoned the premises, we will retake possession of this property and the locks may be changed. We will store your personal property for 7 days from the date of the notice, and you have a right to get your personal property during that time.

If you disagree with any action we take, you should notify us immediately. You are also entitled to file what is called a "540-A petition" at your nearest court. You may have other additional legal rights as well.

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

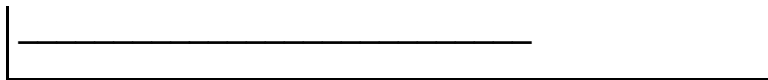
Landlord's or Landlord's Agent's

Mailing Address:

\_\_\_\_\_

Landlord's or Landlord's Agent's

Telephone Number:



- B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of this Agreement, this Agreement terminates as of the date of the tenancy. If Landlord fails to use reasonable efforts to rent Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is terminated by Landlord as of the date Landlord has notice of the abandonment.
- C. **Personal Property.** Per RSA 540-A:3, VII other than residential real estate under RSA 540-B, Landlord shall maintain and exercise reasonable care in the storage of the personal property of Tenant who has vacated the Premises, either voluntarily or by eviction, for a period of seven days after the date upon which Tenant has vacated. During this period, Tenant shall be allowed to recover personal property without payment of rent or storage fees. After the seven-day limit has expired, such personal property may be disposed of by Landlord without notice to Tenant.
26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per RSA 540-A:3, IV-V:
- A. Landlord shall not willfully enter into the Premises without prior consent of Tenant, other than to make emergency repairs.
  - B. Entry to make emergency repairs includes, but is not limited to, entry by Landlord to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that Landlord first received notice of the infestation.
  - C. Tenant shall not willfully refuse Landlord access to the Premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.
  - D. Landlord shall not willfully fail to investigate Tenant's report of an infestation of insects, including bed bugs, or rodents in the Premises, within seven days of receiving notice of such alleged infestation from Tenant or a municipal health or housing code authority, or fail to take reasonable measures to remediate an infestation.
  - E. Tenant shall not willfully refuse Landlord access to the Premises to:
    - i. make emergency repairs; and
    - ii. evaluate whether bedbugs are present after Landlord has received notice that bed bugs are present in a dwelling unit adjacent to the Premises or a dwelling unit that is directly above or below the Premises, provided Landlord gives Tenant

48 hours written notice of Landlord's need to enter the Premises to evaluate whether bed bugs are present.

- F. Tenant shall not willfully refuse to comply with reasonable written instructions from Landlord or pest control operator to prepare the Premises for remediation of an infestation of insects or rodents, including bed bugs, provided that such instructions are given to an adult member of Tenant's household such that Tenant's household has a reasonable opportunity to comply, and in all cases at least 72 hours prior to remediation.
  - G. Notwithstanding any other provision of this section, Landlord may only enter the Premises without the consent of Tenant:
    - i. to make emergency repairs; or
    - ii. if Landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.
27. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
28. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
29. **GROUND FOR TERMINATION OF THE TENANCY.**
- A. **Termination by Landlord.** Landlord may terminate this Agreement if:
    - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
    - ii. Tenant misrepresents any material fact on Tenant's rental application; or
    - iii. otherwise provided by law.
  - B. **Termination By Tenant.** Tenant may terminate this Agreement if:
    - i. Tenant is a member of the armed services reserve who is called to active duty, a member of the national guard who is called to active duty, or a member of the armed services on active duty who is reassigned to a location out of the state, per RSA 540:11-a(l);

- ii. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
  - iii. Landlord breaches the warranty of habitability described in this Agreement; or
  - iv. otherwise provided by law.
- 30. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
- 31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
- 32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
- 33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
- 34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
  - A. To Tenant: the Premises, or at Tenant's last known address
  - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
- 35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
- 36. **ATTORNEY'S FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
- 37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such

term or condition of this Agreement.

38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}