

HOPKINS ENTERPRISES

Residential & Commercial Properties

Furnished Apartment Rental Agreement

THIS AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, by and between **Holgate Limited Partnerships, d/b/a Hopkins Enterprises** (hereinafter referred to as “Lessor”) and **Name** (hereinafter referred to as “Lessee”).

The terms *LESSOR* and *LESSEE*, as used in this lease, shall include their representatives, agents, executors, administrators, successors, and assigns.

TERM The term of this lease shall be from the ___ day of _____, until the ___ day of _____.

NOTICE To extend this Agreement, Lessee shall provide Lessor with two weeks’ notice.

PREMISES RENTED Address (the “Premises”)

RENT Full term: Amount (\$0.00)
Monthly rent: Amount (\$0.00)

RENT PAYABLE RENT to be paid on or before the **FIRST** of each month. Lessee shall pay each and every installment to:

**HOLGATE LIMITED PARTNERSHIP
163 CENTRAL AVENUE
SUITE 1
DOVER, NH 03820**

LESSEE, does hereby **JOINTLY AND SEVERALLY**, promise to pay **LESSOR**, in check or money order **only**.

Jointly and severally means all Lessees are responsible to Lessor together as a group and also separately or individually for all obligations of this Agreement.

Lessor **will not accept cash and/or partial payment**. Lessor will only accept **one** check for the **full** monthly rent installment.

**DELIQUENT
RENT PAYMENTS**

If Lessor fails to receive monthly rent installment on the due date, Lessee **will** be charged a late payment charge that is equal to **ten percent (10%) of one month's rent.**

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**SECURITY
DEPOSIT**

Lessee is required to provide to Lessor a security deposit in the amount of **\$0.00** (the "Security Deposit") to be held by Lessor for the term of this Agreement. Upon termination of this Agreement, if Lessee leaves the Premises in the same condition as received (reasonable wear and tear excepted), Lessor shall refund the Security Deposit within thirty (30) days after termination of this Agreement. Lessor shall deduct from Security Deposit any amounts necessary to repair any damage caused to the Premises by Lessee.

KEYS

Lessee shall return all keys to the Premises to Lessor at **163 Central Avenue, Suite 1, Dover, New Hampshire** (the "Office") upon termination of this Agreement. If Lessee fails to return keys for any reason, Lessor shall impose a charge to the Security Deposit to cover the costs associated with changing locks, installing and duplicating new keys. Please **DO NOT** leave keys inside the rental property.

Duplication of rental keys by Lessee is prohibited.

Lockouts will be charged \$25.00 for each incident.

CANCELLATION

In the event of a cancellation of the reservation, deposit will be returned (minus 15% of total rent due as a cancellation fee) only if the premises is re-rented.

**NON-PAYMENT
BALANCE**

In the event the balance due is not paid by the agreed upon date, reservation will be canceled and deposit will be forfeited.

TRANSFER

This Agreement is non transferable and applies to the above mentioned Premises only. No substitutions will be made.

**USE AND
OCCUPANCY**

Lessee shall use the Premises in such a manner as to comply with all local, county, and state laws and shall not use the Premises or permit it to be used for any disorderly or unlawful purposes or in any manner offensive to other residents in the immediate vicinity. Recreational vehicles, campers and tents are prohibited.

Candle, incense, cigarettes, pipes and cigars are not permitted.

Storage: Storage is not provided outside of the Premises in any locations including, but not limited to, basements, attics, hallways, common areas or garages.

REPAIRS

Minor appliances (T.V., stereo, etc.) are used on an “as is” basis. If a malfunction occurs, it is at the Lessor’s discretion to repair. If a major appliance malfunctions, the problem will be addressed as soon as possible. Please call the Office to report any difficulties or malfunctions at the Premises. Failure to do so may result in deduction from Security Deposit due to neglect.

PLUMBING

Lessee(s) shall be responsible, and shall pay, for the repair of any plugged drains and toilets, or sewer lines on the premises due to his/her/their own negligence; **amount of payment will be determined by Lessor’s plumber.**

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PETS

Pets are not allowed. If a pet is found within or on the Premises, Lessee shall be evicted immediately and the Security Deposit will not be refunded.

RESPONSIBILITIES

Lessor is not responsible for lost, stolen or damaged property of the Lessee. Lessee is responsible for loss, breakage, or damage of any equipment or furnishings. Loss may be deducted from the Security Deposit. Lessor is not responsible for items left at the Premises after Lessee has vacated the property.

CLEANLINESS

The Premises must be left in the condition it was received. If the Premises is not left in the same manner as found, an excess emergency cleaning charge will be deducted from the security deposit. Please see below for cleaning specifications.

PROPERTY

A list of items available at the Premises is attached as Addendum A. If Lessee requires additional items, Lessee is solely responsible for bringing needed items.

TELEPHONE

The Premise’s telephone number is:____. Lessor pays for local calling only. Lessee is responsible for paying for long distance calling.

UTILITIES

Lessor shall supply heat, hot water, electricity, water and sewer, basic cable, high speed internet and local phone services. Lessee shall be responsible for any premium items, including but not limited to movies and television shows, purchased from the cable company.

**VEHICLES &
REGISTRATION**

Lessee is restricted to ___ **car** in the parking lot. Lessee must provide information regarding car registration is to Lessor on the Rental Application. Lessee may not provide overnight parking for guests.

Work on and/or storage of vehicles/motorcycles are not permitted on the property.

TRASH

Trash pickup is: _____

All trash must be curbside by: **8:00 AM**

Excess garbage left at the property will result in a removal fee.

LESSEE AGREES AS FOLLOWS:

1. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
2. **INDEMINIFICATION.** Lessor shall not be liable for any damage or injury to Lessee, Lessee's family, guests, invitees, agents, or employees, nor to any person entering the premises of the building of which the Premises are a part or goods or chattels therein, resulting from any defect in the structure of the equipment comprising the premises, or from any defect in the structure of equipment comprising the building of which the Premises are a part. Lessee shall indemnify Lessor and save him harmless from any and all liability, damages, fines, penalties, and costs arising from Lessee's violation(s) or noncompliance(s) with any law(s), rule(s), ordinance(s), regulation(s), or requirement(s). Lessee shall indemnify Lessor and save him harmless from any and all claims of every kind and nature arising from Lessee's lease of the Premises.
3. **NOISE LEVELS.** Lessee agrees not to make excessive noise or create conditions that would reasonably disturb other tenants and neighbors. Examples of excessive noise include but are not limited to sounds created by stereos, televisions, and/or electric music equipment.
4. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Hampshire.

5. **SEVERABILITY.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

6. **BINDING EFFECT.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

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THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION.** This Agreement represents the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

[Signature page follows.]

Cleaning Specifications

LESSEE SHALL LEAVE PROPERTY IN CONDITION IT WAS RECEIVED.

1. **Bathroom:** *All fixtures thoroughly cleaned & garbage emptied.*
2. **Kitchen:** *Wash all appliances, empty all garbage, remove all food from fridge & freezer, wash dishes and put away, lightly sweep/vacuum floors.*
3. **Other Rooms:** *Sweep/vacuum floors, free of personal belongings, garbage removed, beds stripped.*

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Addendum A

Items in Premises