

Rental Agreement

THIS RENTAL AGREEMENT made as of _____ between **HBD Drugg Real Estate, LLC** (the “Owner”) and _____ (the “Tenant”).

1. **Rent.** The Tenant shall pay to the Owner, rent (the “Rent”), in the amount of \$_____ per month for Apartment ____ (the “Premises”) at _____ (the “Building”). Rent will be paid in advance and will be due on the 1st of every month commencing _____. All rents should be mailed to **PO Box 916; Troy, NH 03465**, made payable to **HBD Drugg Real Estate, LLC**.
2. **Security Deposit.** The security deposit of \$_____ is to secure the Tenant’s obligation hereunder. The Owner may, but is not obligated to, apply all or portions of said deposit on account of the Tenant’s obligations. Balance remaining upon termination of this agreement shall be refunded to the Tenant. This provision does not replace any remedies the owner has against Tenant for the willful destruction or damage to the premises. Any returnable deposits shall be refunded within 30 days from the date possession and keys are returned to the Owner.
3. **Legal Fees.** In the event of an eviction, the Tenant shall be responsible for all of the Owner’s legal fees associated with said eviction.
4. **Utilities.** The Tenant agrees to pay all costs for the supply of utilities to the Premises including electricity, telephone, cable television, and internet services and to pay any deposits required by the suppliers of any such utilities.
5. **Parking.** The Tenant shall have the right to park _____ registered and inspected automobile(s) in the parking area outside the Building.
6. **Use and Occupancy of Premises.** The Tenant agrees to use the Premises for residential purposes only. Occupancy is limited to _____ (x) persons. The Premises is not to be occupied or otherwise used by anyone other than the Tenant and the following persons listed below:

Name	Age	Relationship

7. **Overdue Rent and Returned Checks.** The Tenant agrees to pay to the Owner a \$25.00 late charge on all Rent received 10 days or more beyond the due date. The Tenant also agrees to pay to the Owner a service charge of \$30.00 for each check tendered to the Owner which is not honored by the bank.
8. **Assignment and Subletting.** The Tenant shall not assign this Agreement or sublet any part of the Premises.
9. **Care of Premises.** The Owner agrees to provide and maintain the Premises in a good state of repair, fit for habitation, and the Tenant agrees to keep the Premises in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by willful or negligent conduct, or that of persons who are permitted on the Premises by the Tenant; and the Tenant further agrees not to make, or carry out any alterations to the Building or Premise, without first obtaining the Owner's approval in writing.
10. **Entry by Owner.** The Owner may enter the Premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the applicable laws.
11. **Representations and Warranties.** The Tenant agrees that there was no promise, representation, undertaking or warranty by or binding upon the Owner with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures in the premises except such, if any, as is expressly set forth in this Agreement.
12. **Rules and Regulations.** The Tenant agrees to observe and comply with the Rules and Regulations in Schedule "A", attached, with such variations, modifications, and additions as shall from time to time be made upon notice to the Tenant by the Owner.
13. **Additional Covenants by Tenant.** The Tenant further agrees:
 - (a) That upon the termination of this Agreement to deliver up possession of the Premises to the Owner or his authorized agent and further to surrender all keys relating to the Premises, entrance doors and any other entrance device to the Building.
 - (b) That the Tenant's automobile(s) that are kept or stored in the parking areas are entirely at the risk of the Tenant. It is also understood that under no circumstances are the parking space(s) or driveways to be used for repairing cars.
 - (c) To refrain from the doing of any act in the Premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result.

- (d) In the event of an emergency requiring repairs or other immediate attention by Tenant, the Tenant agrees to notify the Owner of such need for repairs or immediate action.
14. **Electrical and Mechanical.** In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Owner will not be liable or responsible for damages, personal discomfort or any illness arising there from. The Owner will, however, carry out all necessary repairs with reasonable diligence.
15. **Locks.** The Tenant hereby consents to any alteration made in the locking system or to any change of locks in the Building in which the Premises is located.
16. **Enjoyment of Premises.** The Owner and the Tenant mutually agree that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises or of either party. Furthermore, the Owner agrees not to do or cause anything to be done, which may be deemed to be unreasonably disturbing to the Tenant. Similarly the Tenant agrees not to do or cause anything to be done, which may be deemed to be unreasonably disturbing to the Owner or other tenants of the Building.
17. **Notice of Termination of Tenancy.**
- (a) If either the Owner or the Tenant desires to terminate this tenancy, he/she shall give 30 days notice in writing to that effect to the other party.
 - (b) After the delivery of such notice of termination by either party, the Owner shall be entitled to show the Premises to prospective tenants at all reasonable hours.
 - (c) In the event that the Tenant is obliged to vacate the Premises on or before a specified date, and the Owner enters into an Agreement with a third party to rent the within premises for any period thereafter to such third party, and the Tenant fails to vacate the Premises or on before the due date thereby causing the Owner to be liable to such third party, then the Tenant will (in addition to all liability for compensation to the Owner for overholding) indemnify the Owner for all losses suffered thereby as a result.
18. **Breach of Covenant and Remedy.**
- (a) In the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to their attention and shall allow a reasonable period of time to the defaulting party in which to remedy such breach. Where either party fails to provide the other party with the required notice, neither party shall be entitled to a remedy for the alleged breach. Furthermore, the offending or defaulting party shall, upon remedying the breach, be relieved of any further liability.

- (b) If on any rental due date the Premises are vacant and no payment of Rent has been received by the Owner as yet, then it shall be presumed that the Tenant has abandoned the Premises and the Owner shall, in that event, be entitled to, and may, in fact, take immediate possession of the Premises.
 - (c) The Tenant and the Owner hereby mutually consent and agree that in the event the Tenant breaches any term and/or condition of this agreement, the Owner shall be entitled to alter the locking system to the Premises.
19. **Liability.** The Owner shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or any members of her family or to any other person while such property is located upon the Premises or anywhere else on the property of the Owner. The Owner shall not in any way whatsoever be responsible or liable for any personal injury or death that be suffered or sustained by the Tenant, any member of her family, guests or other invitees who may be upon the Premises or the Building or appurtenances thereto. The Tenant who shall hold the Owner harmless and indemnified therefrom shall assume all risks of such injury or death.
20. **Amendment or Waiver.** No amendment or waiver of any part of this Agreement shall be effective unless it is in writing and attached to or endorsed upon the said Agreement by the Tenant and the Owner.
21. **Notices.** Any notice, which either party is required to give to the other, may be given by certified mail at the addresses listed herein.
22. **Severability.** All of the provisions in this agreement are severable. In the event that any court of competent jurisdiction shall hold any term of this Agreement unenforceable, then the remainder of this agreement shall be interpreted as if such invalid provision was not contained herein.

_____ **Date** _____ **Tenant**

_____ **Date** _____ **Tenant**

_____ **Date** _____ **Member**

*HBD Drugg Real Estate, LLC
PO Box 916
Troy, NH 03465*

Schedule “A”

Rules and Regulations

1. **Walls.** The tenant shall not paint, paper or decorate any part of the premises without first obtaining the consent of the Owner. Hooks, nails or screws shall not be inserted in the floors or woodwork of the premises. Hooks, nails or screws may be used sparingly on the walls.
2. **Floors.** No alterations to the floors or carpeting shall be made by the Tenant without the Owner’s consent.
3. **Windows and doors.** All glass, locks, and trimmings upon the doors and windows of the premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the Owner or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause damage to the property of other tenants or to the property of the Owner. Tenants neglecting this rule are to be held responsible for any resulting damage.
4. **Locks.** Additional locks or bolts shall not be placed upon any door of the premises, and the present locks shall not be altered.
5. **Water.** Water shall not be left running unless it is in actual use in the premises. Water apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown in any drains. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.
6. **Electrical installations.** The Owner will direct electricians where and how the wires are to be introduced, for telephone or cable service. Without such direction, drilling or cutting for wires will not be carried on. The tenant shall not install on the premises, additional equipment, additional electrical circuits, or additional electrical or other appliances, which may overload existing electrical circuits.
7. **Aerials.** A telephone, radio, or television aerial or satellite dish shall not be erected, installed or attached to the building by the tenant.
8. **Noise.** Noise of any kind which in the opinion of the Owner may be disturbing the comfort of any other occupant of the building shall not be made by a tenant, nor shall any disruptive noise whatsoever be repeated or persisted in, after requests to discontinue such noise have been given by the Owner.
9. **Fire risks.** The tenant shall not do or permit anything to be done in the premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the building, or conflict with any of the rules and ordinances by the Board of Health.

10. **Garbage**. Tenants shall not place, leave or permit to be placed or left any debris or refuse in any area inside or outside of the building
11. **Notices**. Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building.
12. **Clotheslines**. No clotheslines will be permitted around the building.
13. **Common Areas**. No smoking will be permitted in any common area of the building. (i.e. hallways, laundry area, basement etc.) Nothing shall be stored in any common area. Hallways and exits are to be kept clear in case of emergencies.
14. **Smoking**. Smoking should be done outside the building. Tenant will be liable for all costs to clean, remove or repair damage caused by cigarette smoke.
15. **Pets**. Pets will require Owner's permission and additional deposit.