



Lease/Rental Agreement for Highland Colony

THIS LEASE (the "Lease") dated this _____ day of _____.

BETWEEN

Unit Owner (The Landlord)

-AND-

The Tenant

(individually the "Party" and collectively the "Parties")

In consideration of the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

LEASED PROPERTY

The Landlord agrees to rent to the Tenant. The condominium unit, municipally described as The Highland Colony, Holderness, NH 03245, Unit Number: _____,

Street _____ Number _____, (the "Property"), for use as residential premises only.

Subject to the provisions of this Lease, apart from the Tenant, no other person will live in the Property without the prior written permission of the Landlord, except their partner and no more than two immediate family members. Inclusion of this clause is required by the Highland Colony Homeowner Association.

No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

No animals are allowed to be kept in or about the Property without the revocable, written permission of the Landlord and the Board of Directors. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Subject to the provisions of this Lease, the Tenant is entitled to the use of two specified parking locations.



The Tenant and members of the Tenants household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property. Inclusion of this clause is required by the Highland Colony Homeowner Association.

The Tenant and members of the Tenants household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property. Inclusion of this clause is required by the Highland Colony Homeowner Association.

TERM

The term of the Lease is a periodic tenancy of not less than 90 days commencing at 12:00 noon on (M/D/YR) _____ and continuing on a month-to-month basis until the Landlord, the Tenant, or the Highland Colony Board of Directors terminates the tenancy. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Any notice to terminate this tendency must comply with the applicable legislation of the State of New Hampshire (the “Act”).

RENT

Subject to the provisions of this Lease, the rent for the Property is \$_____ per month (the “Rent”).

The Tenant will pay the Rent monthly on or before the 15th day of each and every month of the term of this Lease to the Landlord at unit owner’s address, or at such other place as the Landlord may later designate by cash, check, or direct debit from a bank or other financial institution.

The Landlord may increase the Rent for the Property upon providing the Tenant such notice as required by the Act.

The Tenant will be charged an additional amount of \$25 per infraction for any Rent that is received after the greater of seven days after the due date and any mandatory grace period required under the Act, if any.

SECURITY DEPOSIT

On execution of this Lease, the Tenant will pay the Landlord a security deposit, of one month’s Rent (the “Security Deposit”).

The Landlord will hold the security deposit in an interest-bearing account solely devoted to security deposits.

During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the security deposit for any or all of the following.:

- repair of walls due to plugs, large nails, or any unreasonable number of holes in the walls, including the repainting of such damaged walls.
- repainting required to repair the results of any other improper use or excessive damage by the Tenant.
- unplugging toilets, sinks., and drains.



- replacing damaged or missing doors, windows, screens, mirrors, or light fixtures.
- repairing cuts, burns, or water damage to linoleum, rugs, or other areas.
- any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for.
- the cost of extermination where the Tenant or the Tenants guests have brought or allowed insects into the Property or building.
- Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
- replacement of locks and or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- any other purpose allowed under the Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

The Tenant may not use the security deposit as payment for the Rent.

The Landlord will return the security deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear, for any deduction prohibited by the Act.

Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the security less any proper deductions or with further demand for payment to: _____, or such other place as the Tenant may advise.

PETS AND PET DEPOSIT

Upon the execution of this Lease, the Tenant will pay the Landlord a pet deposit of \$200. (the "Pet Deposit").

The Landlord will return the pet deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear, nor for any deduction prohibited by the Act, if any.

During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the pet deposit for any or all of the following:

- Damage or losses suffered to the Property or surrounding property caused by any pets owned by the Tenant or allowed on the Property by the Tenant; and
- Damage or losses suffered to the Property or surrounding property due to flea infestation caused by any pets owned by the Tenant or allowed on the property by the Tenant, including, but not limited to, the cost to professionally clean the Property with de-infestation cleaner at the end of the tenancy.
- Any other purpose allowed under the Lease or the Act.

The Tenant may not use the pet deposit as payment for the Rent.



Within the time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the pet deposit less any proper deductions or with further demand for payment to.:
_____, or such other place as the Tenant may advise.

INSPECTIONS

The Party or Parties will complete, sign, and date an inspection report at the beginning and at the end of the tenancy.

At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective Tenants or purchasers in compliance with the Act.

TENANT IMPROVEMENTS

The Tenant will obtain written permission from the Landlord before doing any of the following:

- applying adhesive materials or inserting nails or hooks in the walls or ceilings other than two small picture hooks per wall.
- painting, wallpapering, redecorating, or in any way significantly altering the appearance of the Property.
- removing or adding walls or performing any structural alterations.
- Installing a waterbed(s).
- changing the amount of heat or power normally used on the Property, as well as installing additional electrical wiring or heating units.
- placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property, any placard, notice, or sign for advertising or any other purpose; or
- affixing to or erecting upon or near the Property any radio or TV antenna or tower.

UTILITIES AND OTHER CHARGES

The Tenant is responsible for the payment of all utilities in relation to the Property.

INSURANCE

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

The Tenant is not responsible for ensuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

The Tenant is not responsible for ensuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.



ATTORNEY FEES

In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful party's attorney fees.

GOVERNING LAW

This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Hampshire.

SEVERABILITY

If there is a conflict between any provision of this Lease and the Act, the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such provisions remain in full force and effect.

AMENDMENT OF LEASE

This Lease may only be amended or modified by a written document executed by the Parties.

ASSIGNMENT AND SUBLETTING

The Tenant will not assign this Lease, or sublet, or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate the Lease. Inclusion of this clause is required by the Highland Colony Homeowner Association.

RULES AND REGULATIONS

Tenants are required to follow the Rules and Regulations <https://thehighlandcolony.com/rules-%26-regulations> for all Highland Colony residents. The Highland Colony Board of Directors has the right to terminate any Lease for violations of these Rules and Regulations, the Condominium Declaration, the Condominium Bylaws, or any of the stipulations of the NH RSA 356-B The Condominium Act. Inclusion of this clause is required by the Highland Colony Homeowner Association.

DAMAGE TO PROPERTY

If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.



MAINTENANCE

The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100 per incident, not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

In particular, the Tenant will keep the fixtures in the Property in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electrical and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's, employees, family, agent, or visitor. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Where the Property has its own sidewalk, entrance, driveway, or parking spaces which are for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway, or parking spaces clean, and free of objectionable material including dirt, debris, snow, and ice.

Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut, and otherwise maintain the garden or grass area in a reasonable condition, including any trees or shrubs therein. Inclusion of this clause is required by the Highland Colony Homeowner Association.

CARE AND USE OF PROPERTY

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

The Tenant will not engage in any illegal trade or activity on or about the Property.

The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant. Inclusion of this clause is required by the Highland Colony Homeowner Association.

If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord and the Condominium's Managing Agent will be notified in advance as to the name, address, and phone number of the person doing the inspections.



At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted. Inclusion of this clause is required by the Highland Colony Homeowner Association.

ADDRESS FOR NOTICE

For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

Name: _____

Phone Number: _____

Email Address: _____

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlords address for notice is:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

For any urgent matter relating to this tenancy when the Tenant is unable to reach the

Landlord, the Tenant will contact the Highland Colony Condominium Association's Managing Agent, Nancy Ehlers, of the Lincoln Condominium Management Group, LLC at (603-381-7051 cell) nehlrs@aol.com

GENERAL PROVISIONS

All monetary amounts stated or referred to in this Lease are based in the United States dollar.

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under the Lease in respect of any subsequent defaults, breaches, or non-performance, and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All condominium covenants are to be construed as conditions of this Lease.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional Rent and will be recovered by the Landlord as rental arrears.



Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Locks may not be added or changed without the prior written agreement of all parties, and unless the changes are made in compliance with the Act.

The Tenant will be charged an additional amount of \$25 for each N. S. F. check or checks returned by the Tenant's financial institution.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

This Lease may be executed in counterparts, i.e., one copy signed by all parties may be photocopied. Facsimile signatures are binding and are considered to be original signatures.

This Lease constitutes the entire agreement between the Parties.

During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual for sale or for rent or a vacancy sign on the Property.

Time is of the essence in this Lease.

In witness whereof the Tenant, _____ and the Unit Owner (Landlord) have duly affixed their signatures on this _____ day of _____, _____.

Landlord

Tenant

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, _____.

Tenant

The Board of Directors of the Highland Colony Homeowner Association acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, _____.

Board Member
