



# VOSE FARM

## RESIDENCES

A DEVELOPMENT BY CATHOLIC CHARITIES NH

### VOSE FARM RESIDENCES LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on \_\_\_\_\_ by and between Vose Farm Residences (hereinafter referred to as "Landlord") and the following individual(s), (hereinafter referred to as "Tenant"):

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

NOW THEREFORE, for the valuable consideration, including the mutual covenants below, the Landlord and Tenant agree as follows:

- The Premises:** Landlord agrees to lease to the Tenant and the Tenant accepts this Lease of apartment # \_\_\_\_\_ at Vose Farm Residences. The residential address is 10 Vose Farm Road, Peterborough, NH 03458 and the use of the common-areas at this location in common with other tenants (the apartment is referred to in this Lease as the "Apartment" and the common areas and all other apartments at the property are hereinafter referred to as the "Property").
- Lease Term:** The lease term shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. If the term of this Lease is not extended in writing at the end of this term the Tenant shall become a tenant-at-will, subject; however, to all other terms and conditions of this Lease.

3. **Rent:** The Tenant agrees to pay to the Landlord as a base rent for the Apartment during the initial term of this Lease the sum of \$\_\_\_\_\_ per month. If the Lease term begins or ends with a partial month, rent shall be prorated for that month. The Tenant agrees to pay \$\_\_\_\_\_ for the partial month ending on \_\_\_\_\_. Rent is due and payable in advance, on or before the first day of each calendar month without any deductions whatsoever. The payment shall be made to the Landlord at the following address, if by mail or in person c/o Alliance Asset Management at \_\_\_\_\_ or at such other place as may be designated by the Landlord from time to time. Rent payments must be by personal check, money order or cashier's check. Cash will not be accepted.
4. **Charges for Late Payments:** If the Tenant does not pay the full amount of rent shown in paragraph 3 by the end of the 5th day of the month, a late fee of \$50.00 will be charged and must be paid.
5. **Charges for Returned Checks:** In the event that any payment by the Tenant is not honored by the bank upon which it is drawn, whether the check is returned for insufficient funds (NSF) or any other reason, Tenant will pay \$25.00 for each check, plus late charges above until Landlord has received payment. Furthermore, Landlord reserves the right to require in writing that Tenant pay all future payments of rent or otherwise to the Landlord in the form of money order or cashier's check.
6. **All Sums Payable by Tenant Constitute "Rent":** All sums payable by the Tenant under this Lease, including but not limited to base rent, late charges, charges for damage to the Apartment, and utilities, and whether or not payable to the Landlord or to other parties, shall be considered as rent payable under this Lease.
7. **Fees Assessed:** Tenant acknowledges that Landlord may assess certain fees for issuance of a Demand for Rent or a Notice to Quit, checks returned as uncollected, repair of damage to Apartment caused by Tenant, Household Members, or Tenant's guests, lock outs (Tenant calls Landlord to unlock Apartment), lost or broken keys, or other similar expenses incurred by Landlord.
8. **Changes in the Tenant Rent:** Landlord agrees to implement changes in the Tenant's rent only in accordance with the time frames and administrative procedures set forth by program regulations. The Landlord agrees to give the Tenant at least 30 days advance notice of any increases in the Tenant's rent. The Notice will state the new amount the Tenant is required to pay and the date the new amount is effective. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.



9. **Security Deposit:** Tenant has deposited \$ \_\_\_\_\_ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. The deposit shall be held in accordance with New Hampshire RSA 540-A. Tenant acknowledges that he/she must pay Landlord the last month's rent and the cost for repair of any damage to the Apartment as provided in Section 17 and that the security deposit is not intended as the last month's rent.

The security deposit shall be refunded at the end of Tenant's occupancy in accordance with RSA 540-A. If the unit is rented by more than one individual, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified at the top of this Agreement. Delivery of such refund to any Tenant relieves Landlord of any responsibility for payment to other Tenants. The Landlord will refund to the Tenant the amount of security deposit plus interest; if held for over one year. Security Deposit will be returned less any amount needed to cover the cost of:

- a. unpaid rent;
  - b. damages that are not due to normal wear and tear and are not listed on the Move in Inspection Report;
  - c. charges for late payment of rent and returned checks; and
  - d. charges for unreturned keys.
10. **Household:** Tenant's household consists of Tenant and the following family members and any children of Tenant new born or legally adopted during the term of this Lease ("Household"):

| Member | Name | Relationship to Tenant |
|--------|------|------------------------|
| 1      |      |                        |
| 2      |      |                        |
| 3      |      |                        |
| 4      |      |                        |

Except as provided above, no person who is not a member of the Household may stay at the Apartment. Tenant's occupancy shall include reasonable accommodation of Tenant's guests or visitors, but in no event shall any of Tenant's guests or visitors stay beyond fourteen (14) consecutive days, or more than fourteen (14) days in a thirty (30) day period,



or more than thirty (30) days during the term of this Lease, without the prior written permission of the Landlord. "Reasonable" in this paragraph shall not be interpreted so as to allow for permanent guests.

No person who is not identified in this Lease as a member of the Household may live at the Apartment unless first approved in writing by the Landlord as an additional member of the Household. All adult additional household members must complete an application and will be screened in accordance with the Landlord's screening criteria. The Landlord shall have sole discretion whether to approve any application for additional member of the household.

11. **Required Notification of Change in Household Composition or Status:** Tenant shall give notice and file a written application with the Landlord prior to any change in the membership of the Household. Household may not have any additional ADULT household members added during the first full lease term.
12. **Utilities/Appliances:** The Tenant must pay for the utilities checked off in column (A). The column (A) utilities must be in the Tenant's name no later than the effective date of this Lease. Payment for utilities in column (A) must be paid directly to the appropriate utility company/provider. The items checked off in column (B) are included in the Tenant's rent. Appliances checked off in column (B) are provided by the Landlord.

| Column A         |         |           | Column B               |
|------------------|---------|-----------|------------------------|
| Cooking Fuel     | Source: | Provider: | Cooking Fuel           |
| Electricity      | Source: | Provider: | Electricity            |
| Heat             | Source: | Provider: | Heat                   |
| Hot Water        | Source: | Provider: | Hot Water              |
|                  |         |           | Water and Sewer        |
|                  |         |           | Refrigerator and Stove |
|                  |         |           | Dishwasher             |
| Trash Collection | Source: | Provider: | Trash Collection       |

For the utilities that are not included in the rent, the Tenant receives a Utility Allowance deduction from the total gross rent to the Landlord of \$ Click or tap here to enter text. The maximum gross rent limits that are set by program regulations must include the cost of all Tenant paid utilities (with the exception of telephone, internet and cable service) to a third-party provider based on Tenant usage. The Utility Allowance is determined in a manner acceptable to the applicable program regulators which is analyzed annually to ensure that the Allowance covers the amount of utility usage that an energy-conscious household uses. The Allowance must be reviewed annually and may be adjusted upwards or downwards. Annual adjustments to the Utility Allowance may result in an increase or decrease in the amount of rent paid to the Landlord. If the Utility Allowance decreases, your rent to the Landlord may increase; if the Utility Allowance increases your rent to owner may decrease.

In order to review the Utility Allowance annually, the Landlord may be required to collect 12 months of utility consumption data for your Apartment directly from the utility provider. If that is a requirement and the Landlord requests that Tenant sign a Release of Tenant Utility Information, the Tenant agrees to authorize such release promptly when requested. Not providing such release will be considered a violation of this Lease.

If Landlord is responsible for the providing heat, it shall be at a reasonable temperature and the Landlord shall have the right to control the thermostat(s) in the Apartment. If the Tenant is responsible for providing heat, the Tenant shall maintain the temperature at a level sufficient to avoid damage to the Apartment, including damage due to freezing pipes. In addition to those utilities above for which Tenant is responsible, the Tenant also is solely responsible for the payment of all other utilities not provided by Landlord, such as telephone, cable television and internet services.

13. **Parking:** The Property includes the use of only Choose an item. parking space(s) by the Tenant. of these spaces Choose an item. is/are designated, and Choose an item. of these spaces is/are not designated. The Tenant at his/her sole risk may park his/her own car or light duty truck at the Property. All such vehicles must be registered, inspected and in condition to be driven, in accordance with state laws. The Tenant presently owns the following vehicle(s) that will be parked at the Property:



(1) \_\_\_\_\_  
Make                                      Model                                      Color                                      License Plate #

(2) \_\_\_\_\_  
Make                                      Model                                      Color                                      License Plate #

Additional vehicles will not be allowed on the Property if not approved of in writing in advance by the Landlord. Only non-commercial vehicles are allowed to be parked on the Property. No campers, tractor trailers, four wheelers, etc. un-inspected or unregistered vehicles can ever be parked on the Property. The Tenant's failure to abide by this paragraph may result in a vehicle or vehicle(s) being towed.

14. **Residential Use of the Apartment:** The Tenant agrees to use the Apartment as his/her principal, permanent residence and shall not conduct any type of business at or out of the Apartment.
15. **No Sub-Letting or Assignment:** The Tenant shall not assign this Lease nor sublet the Apartment or any part thereof.
16. **No Interference with Quiet Enjoyment of Other Tenants:** The Tenant will not engage in or permit members of the Household, visitors or guests to engage in activities that will disrupt the quiet and peaceful enjoyment of other tenants this includes but, is not limited to, making or permitting noises or acts that will disturb the rights and comforts of others Tenants or neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which cannot be heard by or disturb other Tenants or neighbors. The Tenant agrees not to engage in or allow any members of the household, visitors or guests to engage in any criminal activity, including but not limited to drug related activity either in the unit or elsewhere on or near the leased property or engage in any other unlawful activity that disrupts or threatens the health, safety or peaceful, quiet enjoyment of other Tenants of the Property, or otherwise unreasonably disturbs such other Tenants of the Property. The Tenant understands that the Landlord will not tolerate conduct that adversely affects the quality of life of other tenants and that the Landlord will pursue immediate eviction in the event of such conduct.
17. **Grill/Outdoor Pool Policy:** Any grill used on the Property must be kept at least 10 feet from the building. No grilling will be done on porches, decks, common walkways, or patios. Only gas grills are allowed. Open flame grills, such as charcoal or wood burning grills are



not permitted. Grills cannot be stored inside any part of the Property including storage areas. No flammable ignition sources or tanks to be stored on the Property. All wading pools must be collapsible if used on the Property. Wading pools cannot have a maximum depth of more than 24 inches and the water depth cannot be above 18 inches. Children must be supervised by an adult when the pool has water in it for safety purposes. Wading pools cannot be left unattended at any time and must be emptied, collapsed, and stored after each and every use. Wading pools cannot be stored outside. Failure to adhere to these items will result in the removal of the pool/grill. Failure to comply with this policy is a direct violation of the Lease and may result in termination of the Lease.

18. **Other Rules and Policies:** The Tenant agrees to abide by the provisions of the attached documents which are Attachments/Addendums, to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:
- (a) the rules are reasonably related to the safety, care and cleanliness of the Premises and the safety, comfort and convenience of the Tenants; and
  - (b) the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced. The terms of the Attachments/Addendums are incorporated by reference to this Lease and any breach of those terms will be deemed a breach of the Lease and will be grounds for eviction.

VAWA Addendum  
Resident Handbook  
Pet Policy  
Smoking Policy  
Marijuana Policy

Low Income Housing Tax Credit Addendum  
HOME Unit Addendum  
Service Animal Addendum  
Insect Infestation & Extermination  
Security Deposit Receipt

19. **Condition and Care of the Apartment by Tenant:** The Tenant acknowledges that the Attached Unit Inspection Report accurately reflects the condition of the Apartment and that the Apartment is in decent, safe and sanitary condition. The Tenant shall not commit any damage to the Apartment or the Property, and shall otherwise maintain the Apartment in the same or better condition as reflected on the Unit Inspection Report. In accordance with the foregoing, the Tenant without limitation:

- a. shall be responsible for keeping the Apartment clean and in a sanitary manner including all appliances and furnishings therein;
- b. shall not, without the prior written consent of the Landlord which may be withheld for any reason:

- i. paint, paper or otherwise redecorate or make any alterations to the Apartment, or
  - ii. add or change locks to the Apartment;
  - iii. install a clothes washer or dryer unless the Apartment have a washer and/or dryer hookup established for that purpose, and in such case, no clothes dryer shall be vented to the interior of the unit under any circumstances;
  - iv. install any air conditioning unit, space heater or antenna(s) for receiving or broadcasting television or radio signals;
- c. shall not litter the common areas;
  - d. shall properly dispose of all trash;
  - e. shall give the Landlord prompt notice of any defects to the Apartment, including plumbing and electrical systems or fixtures, appliances, or heating equipment, so that the Landlord may repair or replace the same;
  - f. shall not disconnect any smoke detectors;
  - g. shall maintain the lights and smoke detectors/carbon monoxide detectors in working condition with working light bulbs and batteries;
  - h. shall not use a waterbed; and
  - i. shall not hang any articles from the windows, doors, porches or balconies or place any articles on the exterior windowsills or walls.

**20. Mold and Mildew:** Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit. Tenant agrees to mop up spills and thoroughly dry affected area as soon as necessary. Tenant agrees to immediately report to the management office:

- 1. any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common areas





2. any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the areas
  3. any failure or malfunction in the heating ventilation, air- conditioning systems or laundry systems in the Apartment; and
  4. any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the premises and Tenants property as well as injury to Tenant and Occupants resulting from Tenants failure to comply with the terms of this paragraph. Violation of this provision shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.
21. **Pets/Animals:** Except as may be permitted under Lease Addendum, no dogs, cats, or pets/animals of any kind shall be kept by Tenant at the Apartment or the Property for any period of time, whether temporary or permanent, without the prior written consent of the Landlord which may be withheld, for any reason and which may be revoked at any time. No visiting or temporary pets are allowed on the property or in the unit at any time.
22. **Maintenance by Landlord:** The Landlord shall make:
- a. make all major repairs to the Apartment with reasonable promptness at its sole cost unless the repairs are due to the carelessness, misuse or neglect of the Tenant, of members of Tenant's household, or of Tenant's guests, in which case the Tenant shall be responsible for the cost of such repair, and
  - b. make arrangements and pay for the removal of snow from the driveways and parking areas.
23. **Access/Inspection by Landlord:** Landlord agrees to notify Tenant of any planned entry into the Premises, except to make emergency repairs, with a minimum 24 hour written notice. Tenant agrees not to unreasonably withhold consent for purposes of Landlord's inspection, routine maintenance, or showing of the Premises. Tenant understands that a representative of the Landlord will perform periodic inspections. Landlord agrees to provide minimum 24 hour written notice prior to those inspections. Tenant agrees to allow access to Apartment, failure to allow access will result in a Lease violation. If Tenant causes the inspection to be re-scheduled, Tenant understands that they will be billed at an hourly rate based on the prevailing rate schedule. Tenant understands that follow-up inspections may result if the Premises is found not to be in decent, safe and sanitary condition. Tenant also understands that any items noted on the inspection sheet that



need repair, will be done so during normal business hours without further written notice of intent to enter the Apartment. The Tenant consents in advance to the following entries into the unit:

1. After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
2. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

**24. Damage to the Apartment by Tenant:** Whenever damage to the Apartment is caused by carelessness, misuse or neglect on the part of the Tenant, Tenant's Household members, or Tenant's guests or visitors, Tenant agrees to pay:

- a. rent for the period the Apartment are damaged whether or not the Apartment is habitable and
- b. the cost of all repairs, which shall be payable to Landlord within thirty (30) days of Landlord's demand to Tenant for payment of the repair charges. Regular damage to the Apartment or overall damage to the Apartment by the Tenant, Tenant's Household members, Tenant's guests or visitors will result in eviction.

**25. Personal Property Insurance:** All personal property of the Tenant, Tenant's Household members, or Tenant's guests or visitors brought in or onto the Premises is so placed at the risk of the Tenant or owner of such personal property. Tenant agrees that the Landlord will not be responsible for any losses or damages from any cause to such personal property. Tenant acknowledges that Tenant is responsible for providing any insurance for such personal property that may be appropriate or desired.

**26. Fire/Casualty:** If fire or other casualty damages the Apartment or any portion so as to make the Apartment unfit for use, either Landlord or Tenant may terminate the Lease; otherwise the rent or a proportional share shall be abated until Landlord has restored the Apartment. The Landlord's responsibility for repair shall be limited to receipt of the insurance proceeds for that purpose.

**27. Low-Income Housing Tax Credit Program Restrictions:** The Tenant acknowledges that the premises are operated pursuant to the rules and regulations of the Federal Low-Income Housing Tax Credit program, Section 42 of the Internal Revenue Code. Rents are based on median area income as determined by the Department of Housing and Urban Development (HUD) and may be adjusted on an annual basis. The program also requires



that the property be leased to “qualified households” as defined by Section 42 of the Internal Revenue Code.

It is specifically agreed that the Landlord has relied on information provided by the Tenant in determining eligibility qualification, and any falsification or omission of information shall constitute a material breach of the lease and Tenant may be subject to eviction.

Tenant acknowledges that Section 42 provides for specific qualification restrictions with respect to occupancy of the premises by full time students. Should the Tenant at any time fail to meet all student status requirements, Tenant will be deemed an unqualified household and will be subject to immediate eviction. Tenant agrees to notify Landlord immediately of any change in student status by any member of the Household. Tenant agrees to submit upon request, at least once per year, documentation required to ensure Tenant remains a qualified household. In the event the Tenant fails to deliver such information or in any other way becomes non-qualified, the Tenant agrees to vacate the premises immediately.

- 28. Regularly Scheduled Re-Certifications:** Every year, approximately 120 days prior to the expiration of the lease term, or at least once every year, the Landlord may require the Tenant to report all income and assets of Tenant and Tenant’s Household (as that term is defined in Section 9 of this Lease), and may require all members of Tenant’s Household to sign a new income certification form as may be required for the purpose of determining continued eligibility under the following programs as they may be applicable to the Apartment: HOME Investment Partnerships Program (24 CFR 92), Low Income Housing Tax Credit Program, or other similar funding program. Tenant agrees to participate in the re-certification process and to provide accurate statements of this information by the date specified in the Landlord’s request.

The Landlord will verify the information submitted by Tenant and will use the verified information to determine the Tenant’s continued eligibility under the applicable program(s).

If the Tenant does not submit the required recertification information by the date specified in the Landlord’s request, the Landlord may impose the following penalties in accordance with the administrative procedures and time frames specified in the tax credit



regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

1. Require the Tenant to pay the higher tax credit rent for the unit.
2. Pursue eviction.

Tenant may request to meet with the Landlord to discuss any change in rent or eviction notification resulting from the recertification process. If the Tenant requests such a meeting, Landlord agrees to meet with the Tenant and discuss.

**29. Illegal Conduct/Threats/Disturbances:** Tenant shall not engage in any activity, criminal or otherwise, by the Tenant, members of the Household or guest which:

- a. Threatens or disrupts the health, safety, or right to peaceful enjoyment of their residences by persons residing at the Property or in the immediate vicinity of the Property;
- b. Threatens the health or safety of the Landlord or any of its agents or representatives, including employees
- c. of any property management company;
- d. Disrupts the livability and quality of life enjoyed by other tenants at the Property;
- e. Involves threats of physical violence to other tenants or agents or representatives of the Landlord; or involves acts of physical violence at the Property.
- f. Involves any criminal activity engaged in by the Tenant, or a member of the Household.
- g. Involves any criminal activity engaged in by a guest on or near the Property.
- h. Involves any drug related activity, criminal or otherwise, either in the unit or elsewhere on or near the leased property.

**30. Termination of Lease by Tenant:** Tenant may terminate this Lease without cause on the last day of the lease term hereof or at any time thereafter upon 30 days prior written notice to the Landlord. Any notice received less than 30 days before the proposed termination date shall be deemed to be a notice to terminate 30 days after the receipt by the Landlord of the notice.

**31. Termination of the Lease by Landlord:** The Landlord may terminate this Lease and evict the Tenant for any of the following reasons:

- a. Failure to pay rent when due.
- b. Substantial damage to the Premises/Apartment by the Tenant, members of the Tenant Household, visitors or guests.



- c. Behavior by the Tenant or members of the Household which adversely affects the health or safety of other tenants or the Landlord, its agents or representatives.
- d. Failure of the Tenant to comply with a material term of the Lease.
- e. Conduct by Tenant, members of the Tenant's Household, guests or visitors.
- f. Other good cause.
- g. Willful failure by the tenant to prepare the unit for remediation of an infestation of insects or rodents, including bed bugs, after receipt of reasonable written notice of the required preparations and reasonable time to complete them.

Subject to any alternative notice requirements that may be applicable pursuant to applicable law, if the Landlord is terminating the Lease pursuant to Paragraph 31(a), 31(b), or 31(c), the Landlord may terminate the Lease by providing the Tenant with a seven (7) day written Notice, and if the Landlord is terminating the Lease pursuant to Paragraph 31(d), 31(e), 31(f) or 30(g) the Landlord may terminate the Lease by providing the Tenant with a thirty (30) day written Notice. Any conduct that would allow for a seven (7) day written Notice to Quit/Notice of Termination by the Landlord and would constitute a material violation of the Lease will still allow for the Landlord to terminate the Lease with a seven (7) day Notice pursuant to NH RSA 540:3.

The Landlord and the Tenant hereby agree that, without limitation, the following are breaches of a "material term" of the Lease as that term is used above, and shall be the basis for the Tenant's eviction:

- a. Failure to report information or provide false information to the Landlord in the initial certification, recertification process, or any other time as described in Section 28 which is considered TENANT FRAUD.
- b. Allowing a person who is neither identified in Section 10 as a member of the Household nor has been approved in writing by the Landlord as an additional member of the Household in accordance with Section 11 to stay at the Apartment in violation of Section 11.
- c. Any conduct by the Tenant, a member of the Household or a guest which is prohibited by Section 16;
- d. Failure to care for or maintain the Apartment as required by Section 15.
- e. Assignment or subletting of the Lease or the Apartment in violation of Section 19.
- f. Violation of the pet policy provided in Section 23
- g. Failure to allow the Landlord access to the Apartment in violation of Section 23.



- h. Violation of any of the Rules or Policies referred to in Section 18, including, but not limited to, the Resident Handbook.
- i. Any misrepresentation to the Landlord during the tenant selection process or the recertification of income and eligibility, including, but not limited to, any misrepresentation by the Tenant or any of the Tenant's references.
- j. Any business or economic reason of the Landlord, including, but not limited to, any conversion of the Property to a resident-owned cooperative.
- k. Failure of the Tenant to comply with the income eligibility or other requirements, if applicable, of the HOME Investment Partnerships Program, the Community Development Block Grant Program, or any other funding program.
- l. Any activity, criminal or otherwise, by the Tenant or members of the Household, which involves acts or threats of physical violence to persons or property, whether or not at the Property.
- m. A Tenant or Household history of disturbance of neighbors or damage to the Apartment, whether caused intentionally or through neglect.
- n. A Tenant or Household history of repeated minor violations of the Lease.
- o. Any violation of Section 29 of the Lease that does not allow for a Seven (7) Day Notice to Quit/Notice of Lease Termination pursuant to NH RSA 540:3.
- p. Any violation of any Section of the Lease that does not allow for a Seven (7) Day Notice to Quit/Notice of Lease Termination pursuant to NH RSA 540:3.

**32. Condition of the Apartment at Termination of the Lease:** At the termination of this Lease, the Tenant will deliver the Apartment over to the Landlord in as good and clean condition as at the beginning of the Lease, reasonable wear and tear excepted. Anything installed by Tenant shall be removed and any damage caused by removal shall be repaired at Tenant's expense. Any improvements or alterations that are not detachable shall become the property of the Landlord; however, Landlord may require Tenant to return to the original condition any improvement or alteration that was not approved in writing by the Landlord. Upon the termination of this lease agreement, the Tenant shall deliver the keys of the Apartment to the Landlord. If the Tenant leaves any personal property at the Apartment after the end of this lease agreement, Landlord shall inventory the personal property as is reasonably possible and place it in storage, for such period, if any, required by applicable law. After any storage period required by law, the Landlord may dispose of such personal property in any manner.



33. **Discrimination Prohibited:** Landlord shall not discriminate against the Tenant or Tenant's household members in the provision of services, or in any other manner, on the grounds of race, color, national origin, sex, sexual orientation, gender identity, familial status, physical disability, mental disability, religion, age or marital status.
34. **Governing Law & Severability:** The laws of the State of New Hampshire shall govern this Lease. If any provision of this Lease is held invalid, the remaining provisions shall remain in full force and effect. If the law changes and affects rights under this Lease, the Lease shall be read to comply with or to include such law(s).
35. **Cumulative Remedies:** The remedies provided by this Lease are not exclusive of other remedies available under present or future law.
36. **No Waiver:** Landlord's consent or inaction to any breach of this Lease shall not constitute a waiver of any prior or succeeding breach. Acceptance of rent shall not constitute waiver of a breach.
37. **Legal Costs:** Tenants shall be liable for all of Landlord's costs and expenses arising out of any eviction or collection action in which Landlord is successful, including reasonable attorneys' fees and court costs. The Landlord shall be deemed to be "successful" (a) in a possessory action, if a writ of possession is issued or if the Tenant abandons the Apartment after the Landlord has begun the eviction process, or (b) in a collection action, if the Landlord is awarded a judgment in any amount.
38. **Concurrent NHHFA/LHA Leases:** In the event that the Tenant is receiving rental assistance through New Hampshire Housing Finance Authority (NHHFA) or a Local Housing Authority (LHA) and the Tenant has been required to sign a separate NHHFA or LHA contract at the same time as this Lease, both this Lease and the NHHFA or LHA contract shall govern this tenancy, and any provision in the Lease, which conflicts with a provision in the NHHFA or LHA contracts, shall be unenforceable.
39. **Entire Agreement:** The foregoing Lease, together with attachments, other signed leasing documents, Tenant's application and related documents and the NHHFA or LHA contracts, if any, (see Section 38), constitutes the entire agreement of the parties, and shall only be modified in writing signed by both parties.





# VOSE FARM

— RESIDENCES —

A DEVELOPMENT BY CATHOLIC CHARITIES NH

Landlord:

By \_\_\_\_\_  
Printed Name Signature Lessor, Duly Authorized Date

Tenant(s):

By \_\_\_\_\_  
Printed Name Signature Date

By \_\_\_\_\_  
Printed Name Signature Date

By \_\_\_\_\_  
Printed Name Signature Date

By \_\_\_\_\_  
Printed Name Signature Date

