

## New Hampshire Residential Lease Agreement

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this **1<sup>st</sup> day of November 1, 2023**, by and between **Jeff Quirk and Dolores Coyle-Quirk**, (hereinafter referred to as "Landlord") and Nancy Wight-Bakker, (hereinafter referred to as "Tenant").

### WITNESSETH:

**WHEREAS**, Landlord is the owner of certain real property being, lying and situated in Rockingham County, New Hampshire, such real property having a street address of

**342 No. Main St. Wolfeboro, NH** (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 11 months, such term beginning on **November 1, 2023** and ending at 11:59 PM on **August 30, 2024**.
- 2. RENT.** The total rent for the ten month term hereof is the sum of thirty thousand (\$30,000.00) payable on the 1<sup>st</sup> day of each month of the term, in equal installments of three thousand, (\$3000.00). First installment to be paid upon the due execution of this Agreement, all others to be paid on the first of each proceeding month. All such payments shall be made to as set forth in the preamble to this Agreement on or before the due date and without demand.
- 3. DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of two thousand, five hundred (2500.00) plus five hundred (500.00) for a total of three thousand dollars (\$3000.). Receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. However, in accordance with RSA § 540-A:6, in the event that Landlord holds the deposit for a period of one year or longer, Tenant shall be paid interest on the deposit, commencing upon the date of receipt, equal to that interest rate paid on savings accounts in the New Hampshire bank or other financial institution in which it is deposited, less any set off for damages to the Premises upon the termination of this Agreement. Security will be held if oven and refrigerator are not clean at a cleaning fee of \$75.00 for oven and \$50.00 for refrigerator.
- 4. USE OF PREMISES.** The Premises shall be used and occupied by Tenant, **Nancy Wight-Bakker** exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- 5. CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services including water, sewer and trash removal required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - (a) Be responsible for snow plowing of driveway and removal of snow from walkways, steps, and porches.
  - (b) Be responsible for lawn care, including mowing and trimming.
  - (c) Not obstruct the driveways, sidewalks, entry ways, stairs, which shall be used for the purposes of ingress and egress only;
  - (d) Keep all windows, glass, doors, locks and hardware in good, clean order and repair;
  - (e) Not obstruct or cover the windows or doors;
  - (f) Not leave windows or doors in an open position during any inclement weather;
  - (g) Not hang any laundry, clothing, sheets, etc. from any window, rail, or porch
  - (h) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - (i) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - (j) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb neighbors;
  - (k) Keep all electronics, including radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with neighbors
  - (l) Shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - (m) No repair of vehicles will be allowed at any time on the premises.
  - (n) Any damage to items stored by tenant in basement, attic or garage will be their sole responsibility.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, 30 days prior to tenancy a new Agreement will be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
16. **CARPET CLEANING.** All carpeted areas will be professionally cleaned at Tenant's expense at the termination of this lease. A paid receipt for the service may be required.
17. **WOOD FLOORS REFINISHED.** All wood floors will be professionally refinished at the Tenant's expense at the termination of this lease. A paid receipt for the service may be required.
18. **ANIMALS.** Tenant's three dogs, (2 labs and 1 bulldog), as upon commencement of lease), shall be kept on premises.
19. **VEHICLES.** Tenant shall be allowed up to two vehicles, which must be registered in Tenant's name. No trailers, boats, campers or other vehicles shall be parked without written request and permission from Landlord
20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of twenty-five dollars (\$25.00) for each day.
22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Hampshire.
25. **SEVERABILITY.** 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.
26. **BINDING EFFECT.** 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.
27. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
28. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
29. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
30. **MODIFICATION.** The parties hereby agree that this document contains 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.
31. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Jeff Quirk and Dolores Coyle-Quirk 15 Elm St. Plaistow, NH 03865 d.coylequirk@comcast.net

If to Tenant to:

Nancy Wight-Bakker 342 No. Main St. Wolfeboro, NH

Email address: Nancy.Wight-Bakker@compass-usa.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

### 342 No. Main St. Wolfeboro, NH Residential Lease Agreement

**As to Landlord**

LANDLORD: Sign: Jeff Quirk      Date: 10/4/23      Sign: Dolores Coyle-Quirk      Date: 10/4/23

**As to Tenant**

TENANT: Sign: Nancy Wight-Bakker      Date: 10/15/23

Nancy Wight-Bakker

<b>Monies collected as of November 30, 2022</b>						
Date	Tenant	Landlord	Amount	Paid	Initials	Initials
	Nonrefundable Deposit to be used toward first month's rent:		<u>\$1500.</u>	10/24/22	JQ DCQ	<u>nwb</u>
	\$2500. To be paid by 11/11/22					
	Balance to be paid by 11/23/22					
	First month's rent	\$2500.00	\$2500.	11/10/23	JQ DCQ	<u>nwb</u>
	Security:	<u>\$2500.00</u>	\$4500.	11/26/23	JQ DCQ	<u>nwb</u>
	Nonrefundable pet fee:	<u>\$1000.00</u>				
	December rent	<u>\$2500.</u>				
<b>Additional Monies collected November 1, 2023</b>						
	\$500. For change in monthly rent		\$500.	_____	_____	_____
	Oil Remaining in Tank.			75	gal.	_____
	Same amount to be left upon end of lease					