

Forest Park Apartment Lease Agreement
Department of Housing
University of New Hampshire
Durham, NH 03824

The University of New Hampshire, LESSOR, and _____, LESSEE, enter this lease for Apartment # _____ at a monthly rate of \$ _____ dollars for a period commencing on _____ and ending on June 30, 2012.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereunder have set their hands and seals on the day and year written. Signed and entered at Durham, New Hampshire.

PRIMARY LESSEE SIGNATURE: _____ **UNH ID:** _____ **EMAIL:** _____ **DATE:** _____

List of additional apartment residents:

Name: _____	Age: _____	UNH ID: _____
Name: _____	Age: _____	UNH ID: _____
Name: _____	Age: _____	UNH ID: _____
Name: _____	Age: _____	UNH ID: _____

LESSOR SIGNATURE: _____ **DATE:** _____

- 1 **ELIGIBILITY REQUIREMENTS.** The Lessee must meet and maintain the following family and student/faculty status to reside in Forest Park.
 - A **Student Status:** matriculated students with full academic course loads (Combined credit hours from both spouses/ partners are not considered acceptable for determining eligibility). The minimum number of required credits are:
 - (i) Undergraduates (only allowed with spouse or children) - 12 credits per semester
 - (ii) Graduate Students - 9 credits per semester
 - (iii) Graduate Assistant (teaching/research) - 6 credits per semester
 - (iv) Single graduate students are eligible for studio apartments and one bedroom apartments. One and two bedroom apartments may be shared by two unrelated graduate students as long as the persons sharing the apartment are all full-time UNH graduate students as verified by the UNH Graduate School. All persons sharing the apartment must abide by all stipulations in the Forest Park Lease Agreement and all UNH rules and regulations.
 - B **Family Status:** legally married couples (with or without children), or single parents who have legal custody of a child, or domestic partners with or without children are eligible to live in one or two bedroom apartments. Priority for two bedroom apartments is given to families with children. A copy of the valid marriage certificate, birth certificate(s), and/or adoption/custody papers must be presented at the time of application for housing. Domestic partners must complete an Affidavit of Domestic Partnership witnessed and signed by a Notary Public.
 - C **Faculty and Staff Status:** full-time faculty or staff members as recognized by the University's Human Resources. Single Faculty and Staff are eligible for studio and one-bedroom apartments.
- 2 **INABILITY TO GIVE POSSESSION.** The Lessor makes no promises as to date of delivery of possession of said apartment and is not liable for damages if possession is unavailable for any reason on the date stipulated above. Lessee is not liable for rent for any period he/she is not in possession before original possession is given.
- 3 **TERMINATION OF LEASE.**
 - A The Lessee may terminate the Lease Agreement for any reason upon sixty (60) days notice to the Lessor by use of an Intent to Vacate Notice available from the Lessor. Other forms of notice to vacate need not be accepted by the Lessor and the Lessee's obligations under the terms and conditions of the Lease Agreement shall remain until proper notice has been given.
 - B Lessor may terminate this Lease Agreement for the following reasons, by giving the Lessee thirty (30) days prior written notice:
 - (i) If the student Lessee withdraws from the University or if the student Lessee fails to maintain a minimum academic enrollment of 12 credits as an undergraduate, 9 credits as a graduate student, or 6 credits as a graduate assistant. Student lessees are allowed one part-time semester during their Forest Park residency.
 - (ii) If a student Lessee family has resided in Forest Park for a period of five years, the maximum period of residence allowed.
 - (iii) If a faculty or staff Lessee has resided in Forest Park for a period of three years, the maximum period of residence allowed.
 - (iv) If the faculty or staff Lessee's contract as a staff member is terminated
 - (v) If the family residing in the apartment grows to a size greater than the maximum number allowed. Total maximum occupancy limit for families is two family members in a studio, three in a one bedroom and five in a two bedroom unit. No more than two adults are allowed to live in any apartment.
 - (vi) If there is a breach of any term, or condition, herein provided, the Lessor having given the Lessee notice of the breach and the Lessee within thirty (30) days of such notice having failed to remedy the breach.
 - (vii) If fire or other casualty make the apartment inhabitable (the 30 days notice requirement does not apply to this term).
 - (viii) If Lessee(s) residing in an infested apartment/building refuses to allow pest control servicing to take place if it is deemed necessary.
- 4 **TRANSFERS.**
 - A Lessees without children occupying a two-bedroom apartment may be required to move to a one-bedroom apartment upon (30) days notice from the Lessor.
 - B Non-mobility impaired residents assigned to a mobility accessible apartment may be required to move to another apartment upon thirty (30) days notice from the Lessor if that apartment is needed for a person with special mobility needs.
 - C In order to transfer to another Forest Park apartment, the Lessee must apply and go through the regular application procedure and be put on the Forest Park waiting list. The Lessee is responsible for payment of not less than \$150.00 for all maintenance, preparation, and administration costs for the apartment being vacated. This fee is waived if the lessee is requested to move by the Lessor.
- 5 **RENT.**
 - A Rent for the apartment is the sole responsibility of the primary lessee. Rent is due on the first of each month. There is a grace period until the fifteenth (15th) of each month. The Lessee agrees that if all rental charges owed are not paid in full by the close of business on the fifteenth (15th) of the month, a \$25.00 late fee charge will be assessed.
 - B A \$25.00 returned check fee will be added onto the previous balance if any check received is found to be lacking sufficient funding.
 - C The Lessor reserves the right to revise rental rates by giving the Lessee sixty (60) days written notice.
 - (i) Non-payment of the rent shall result in termination of the tenancy and transferal of the account to the University's Credit and Collections office. Any costs incurred such as a collection agency, attorney, or court costs shall be charged to the Lessee who hereby agrees to pay such charges, not to be less than \$50.00.
 - (ii) The University will establish housing fees yearly. Upon nonpayment of housing fees or any other charges related to housing on campus, the University may refuse to register the student for classes, issue grade reports or work done, or allow the student to be graduated. The University may also opt to apply part or all of a student's financial package towards fees or charges owed.
- 6 **UTILITIES.** The Lessor agrees to provide heat, water, hot water, electricity, normal trash removal, cable TV, internet access and snow removal. The Lessee is responsible for all telephone arrangements. The failure of any utility to be provided by the Lessor will not result in liability of the Lessor for damages. If prearranged utility shutdown occurs, the Lessor has the responsibility to give the Lessee reasonable notice.
- 7 **SUB-LETTING.** The Lessee agrees not to sublet any part of said premises without the advance written consent of the Lessor. Subleasing is permitted only during the summer months. Exceptions may be made by the Lessor for Lessees whose academic programs require an extended absence from campus. The Lessee may not sublet to anyone who does not meet all terms and conditions of the Lease Agreement, including but not limited to the Eligibility Requirements in paragraph 1 above.
- 8 **MOTOR VEHICLES.** UNH requires all Forest Park residents to register their vehicles with the office of Parking and Transportation for as long as they remain in University housing. Driving or parking of motor vehicles is not permitted on lawns, walks, pedestrian ways or areas other than streets, roadways, and parking lots designated for such use.
- 9 **USE OF DWELLING.** The apartment will be occupied only by the registered Lessee, his/her spouse or domestic partner, and his/her natural or legally adopted children and used only for residential purposes by the Lessee and all family members. The following is prohibited:
 - A Any commercial activities except baby-sitting in compliance with State of New Hampshire laws and regulations.
 - B Housing members of any family other than the immediate family of the Lessee (himself/herself, spouse, and children). All guests to be accommodated for a lengthy stay must register with the Lessor's Office. A guest whose stay extends beyond four consecutive nights or more than four total nights in a 30-day period must have written authorization from the Lessor. Guests may stay up to one month only with prior written authorization from the Lessor's Office.
 - C Storage, installation, or possession of any of the following items:

- (i) Pianos, organs, deep freezers, dishwashers, air conditioners, clothes washers, dryers, and waterbeds.
- (ii) Kerosene, gasoline, naphtha, benzene, or other explosive and/or flammables including firearms and fireworks.
- (iii) Additional locks or fixtures, bolts, screws, hinges, decals or any other adhesive material.
- (iv) Additional electrical wiring or structural change.
- (v) Outdoor construction of any kind, planted shrubs or vegetables of any kind unless approved by the Lessor.
- (vi) Any signs or fixtures on the outside of the building.
- (vii) Any obstructive or unsightly items on landings, stairs, and public areas, which must be kept clear at all times.
- (viii) Live holiday decorations (i.e., Christmas trees) are not permitted in the apartment

10 VACATING.

- A The Lessee agrees to leave the apartment on the date indicated on the Notice to Vacate form. The Lessee's obligations under the Lease Agreement will continue until all keys have been returned to the Lessor. It is the Lessee's responsibility to make an appointment with the Lessor to have the apartment inspected prior to the Lessee's departure. If the apartment is not surrendered in a clean and orderly condition, the Lessee will be charged with the expense of any additional cleaning required.
- B If no charges have been incurred by the Lessee, his/her security deposit will be returned in full. Accrued interest will be added to the Lessee's security deposit if the University has held said deposit for a period of one year or more. The interest dividend earned will be in accordance with the current rate specified by the State of NH, statute RSA 477:48, VI.
- C Rent for partial month's occupancy will be pro-rated at 1/30 of the month's rent/day of occupancy.
- D Graduating students must vacate their apartments by January 15 - Semester I, June 15- Semester II. If a graduating student has a need to stay a short time longer an extension may be considered by the Lessor upon receipt of a petition.
- E Students who graduate at the end of the summer session must vacate within five (5) days after their last exam or thesis/dissertation defense.

11 OBLIGATIONS OF THE LESSEE.

- A Through compliance with the Durham noise ordinance, the Lessee agrees to respect the right to quiet enjoyment of the apartments of other residents and agrees to:
- B Refrain from excessive noise including the use of radios, TV or stereo equipment either inside or outside the apartment so as to bother other residents.
- C Personally refrain from and prohibit guests or children from becoming noisy or in any way bothering other residents, or conducting any activities which disturb the quiet environment of the other residents to their property.
- D The Lessee agrees to:
 - (i) Report all cases of contagious disease to the Director of Health Services in the Health Services building as soon as detected.
 - (ii) Report any and all fires of any kind at once to the Durham Fire Department.
 - (iii) Obey all University, town, state, and federal laws and regulations both now in effect and which may be passed during the period of residence.
 - (iv) Install storm windows and doors during the period of October 1 through April 15. A charge of \$25.00 per month will be levied when storm windows and doors are not in place. Implement conservation measures as designated by the Lessor's Office, i.e. weather-stripping, caulking, etc.

12 LIABILITY.

- A The Lessor assumes no liability for injury to the Lessee plus any family, guests, or personal possessions resulting from theft, explosions, fire, mechanical failure, building defect, or action of other Lessee's or any other cause. University insurance does not cover loss of any private possessions at any time, nor loss of University property due to negligence on the part of the Lessee. Full restriction of costs due to such acts is assessed to the Lessee by the University or its agent. It is recommended that personal liability insurance coverage be purchased by the Lessee to cover any possibility of such loss.
- B The Lessee is responsible for snow removal from all porches, stairways, and landings adjacent to Lessee's apartment.
- C The University provides a laundry facility for Lessee's use. The University shall not be liable for any damage to or loss of personal property resulting from the use of the laundry machines or for personal items left unattended in the laundry room.
- D Storage space for surplus or seasonal property is provided to each apartment by assignment of a "storage bin." The Lessor shall not be liable for any damage or loss of personal property resulting from use of this space. Also, items left outside the assigned "storage bin" will be disposed of at the Lessee's expense.

13 CARE OF UNIT.

- A Lessor will make all repairs, maintenance, painting, remodeling, exterminating, and any other physical change to the building or equipment which it determines is necessary.
- B Any repairs necessitated by actions or negligence of the Lessee will be charged to and paid for by Lessee.
- C Nothing in (A) or (B) above relieves the Lessee of his/her obligation to keep his/her apartment clean and in good order at all times. If the Lessor finds sanitation below standard, the Lessee will receive a written warning request prescribing corrective action. If after a reasonable time, the corrective action has not occurred, the Lessor will perform the needed work at the Lessee's expense.

14 LESSOR'S RIGHT TO ENTRY. Lessor or its agents may enter the apartment at any reasonable time during the term for the following reasons:

- A Showing the apartment to prospective residents after the Lessee's termination notice has been given, with the agreement of the Lessee.
- B Emergency fire prevention.
- C Emergency maintenance of the apartment and University property.
- D Removal of personal items left after the Lease is terminated and the apartment vacated (such property becomes the property of the Lessor for disposal upon a 45 day waiting period per state law).
- E Emergencies which in the opinion of the Lessor threaten the health and safety of Forest Park residents.
- F To make necessary repairs or renovations, with the agreement of the Lessee or with 3 days written notice.

15 HEALTH REGULATIONS.

- A In the interest of health and general welfare of the community, the Lessor reserves the right to inspect apartments monthly with or without the Lessee's permission. The Lessor has the responsibility to give a written notice twenty-four (24) hours in advance of said inspection.
- B For hygienic and other health reasons, pets of any kind, excluding those which are permanently kept in an aquarium or small cage (no larger than 36"L x 15"W x 16"H) are forbidden. Cages must not be kept outside apartment. Dogs, cats, ferrets, and rabbits are specifically prohibited. The keeping of unauthorized pets is a material breach of this Lease Agreement and may result in eviction. "Keeping" refers to any presence of illegal pets on the premises including the visiting or temporary presence of pets. The Lessee will be assessed a \$50.00 fine each time he/she is found in violation of this provision. Any and all authorized pets must be registered with the Lessor's office, which may limit the number of authorized pets at its sole discretion.

16 SMOKING POLICY. Consistent with state law (RSA 155:64-77), it is the policy of the University of New Hampshire to restrict smoking in facilities and on grounds owned and occupied or leased and occupied by the University. Where the needs of smokers and non-smokers conflict, smoke-free air shall have priority. In addition, UNH supports education programs to provide smoking cessation and prevention initiatives to our students, faculty and other academic appointees and staff. This policy supersedes all other tobacco/smoking policies at UNH. For complete content of policy, refer to University of New Hampshire Tobacco Policy.

- A Smoking is not permitted inside any Forest Park apartments.
- B Smoking is not permitted in non-apartment spaces inside buildings and on playgrounds and at the Forest Park Bus Stop.
- C Smoking is not permitted within twenty (20) feet of any Forest Park buildings or playgrounds.

17 RENEWAL OF LEASE. Should the Lessee be found in violation of any condition or covenant of this Lease Agreement, the Lessor may refuse to renew the Lease Agreement of the Lessee upon thirty (30) days notice.

18 RELOCATION. The Lessor reserves the right to temporarily relocate Lessee's from said unit to another unit for the purpose of renovation. Notice of renovation will be in the form of an addendum. This addendum will be presented at least 12 months prior to renovation or at the time of the initial Lease Agreement with the University of New Hampshire. The Lessor is not responsible for any costs incurred by the Lessee relating to relocation (moving furniture, transferring telephone lines, etc.).

19 WAIVER AND SEVERABILITY. No term or condition of this Lease Agreement can be waived and no statement made by the Lessor or its agent before the signing shall be considered a waiver of any term or condition. Should any clause or portion of this Lease Agreement be held invalid, the other portions will be considered in force.

20 MERGER. Any and all prior arrangements, excluding written addendum signed by both parties, concerning this rental are hereby merged into this Lease Agreement, which is the entire agreement between the parties.