

# 15 Madbury Road

## Management Plan

May 2014



# Management Plan Introduction

The Management Plan reflects a comprehensive approach to managing 15 Madbury Road. The management team will monitor both commercial and residential tenants to ensure the highest standards of behavior.

Student housing presents a unique set of management challenges compared to conventional housing. The university enrolls roughly 15,000 students, most of whom are on the same academic calendar. This creates peak periods of high traffic in Durham. The high density of Durham's downtown creates further operational challenges. For instance, the moving in and out of students and the removal of trash from the property must necessarily occur on heavily trafficked main streets, often with no parking. The Management Plan recognizes these types of challenges and applies techniques that have proven successful in other downtown student housing developments.

## Summary of 1st Floor Traffic Flow

Due to the central location of the property, careful consideration of pedestrian traffic patterns has been incorporated. Though the Central Business District is identified as a high-density zone, it is our belief that new development must respect the surrounding properties. Because of this, significant revisions have been made to reduce impacts to neighboring properties and shift traffic patterns toward Madbury Road.

### **Residential Entrances:**

The residential entrances are on Madbury Road. Significant improvements to traffic flow have occurred as a result. Pedestrian impact to Mathes Terrace has been minimized.

### **Main Residential Entrance (Door 1):**

This door serves as the main entrance, with an elevator lobby, for residential tenants. An entrance in this location allows pedestrians to have direct access to the building off of Madbury Road. The positioning of the elevator, on Madbury Road frontage, will reduce move-in and move-out traffic to neighboring properties.

### **Secondary Residential Entrance (Door 2):**

The secondary residential entrance has also been relocated to provide access from Madbury Road. This type of access is consistent with the neighboring Madbury Commons redevelopment project. Madbury Commons will be about 175,000 square feet in size and house a total of 525 students in the community. Its floor plans show a sidewalk similar in size to that constructed for 15 Madbury Road (specific reference is made to the rear of building B on Madbury Commons, which abuts the property line and which contains an access point that will directly serve almost twice the residential density as the 15 Madbury Road redevelopment).

**Main Commercial Entrances (Doors 3 & 4):**

These two commercial entrance doors will serve as the main entrances to the commercial space. This configuration has been established to reduce impact to the Mathes Terrace right of way, providing direct access off Madbury Road.

**Access to Parking Area (Door 5):**

This door will be restricted to parking permit holders. Permit holders will gain access to this door with the use of an access card known as a RFID fob. A total of 8 parking permits will be issued.

**Rear Commercial Entrances (Door 6 & 7):**

These doors provide the commercial spaces with rear access to the parking and trash areas. RFID fobs will restrict reentry into the commercial space.

**Access Door (Door 8):**

This door reduces the travel distance to the trash area for commercial tenants. This will provide unobstructed egress out of the space; but, upon re-entry, access will be restricted. A RFID fob will only be given to commercial tenants.

**Trash Room (Door 9):**

The trash area has been relocated out of the 75ft wetlands buffer and moved to the north side of the property. This entrance will serve as the access door to the trash room. Careful consideration was taken in positioning the trash area in close proximity to the secondary residential entrance (Door 2). This will limit the travel distance to the trash area for the residential tenants. Logistics of trash removal are described in the trash removal section below.

**Bike Storage (Door 10)**

This door provides commercial and residential tenant access to the bike room.

**Courtyard Access (Door 11 & 12):**

This door provides interior access to the courtyard area from the commercial space. This area is for commercial tenants' use only and will not be accessible for residential purposes. The courtyard will be a tastefully fenced-in area to restrict traffic flow in and out of this entrance. There will be a gate for emergency egress only.

**Mechanical Room (Door 13):**

The mechanical room will be accessible from the parking area. A RFID fob will limit access to the management team only.

# Trash Removal

As a result of feedback from the community and planning board, the trash area has been relocated from the rear of the building to the north side of the property. This will eliminate the impact of trash removal from Mathes Terrace and the 75ft wetlands buffer.

The management team will utilize an outside waste removal company that can meet the needs of the building. The staging of the waste removal truck will be in front of the building on Madbury Road. This will provide direct access from Madbury Road to the trash room. The company will provide trash pickup early in the morning so as to not interfere with traffic flow on Madbury Road. Under no circumstances will the waste removal company be allowed to park on Mathes Terrace.

It has been determined that the trash output for the residential and commercial tenants will require the waste removal company to service the property at least twice a week. During the move in/move out process, trash removal will occur daily. This will ensure trash will not overflow out of the trash room. It will also maintain sanitary conditions to eliminate the potential of animal disturbances.

This is a similar system and removal schedule as that in place in other downtown locations, such as Libby's Apartments, 6 Jenkins Court, 9 Madbury Road and other downtown properties. It is also a similar configuration as the recently approved Madbury Commons redevelopment.

## Quality of Property

The redevelopment at 15 Madbury Road will provide high-quality leasable space for both commercial and residential tenants in the Durham community. An appropriate reserve account will be established to ensure the proper maintenance of the property. It is our belief that providing a high-quality property will create an environment that encourages respectful behavior from the tenants. Additionally, a well-maintained property not only sustains the quality of the property, but also generates higher rents, which preserves its value.

## Move In/Move Out

Careful consideration has been taken in establishing move-in and move-out procedures. It is essential that the management team be proactive in bringing procedural awareness to the tenants during peak traffic periods.

Fortunately, moving in and out of off-campus housing is more flexible than in on-campus housing. Unlike on-campus housing, off-campus housing allows for long periods of time, during the

summer months, for tenants to move in. Move-out traffic is staggered as well, due to varying final exam schedules. Even though there is more flexibility, peak move-in and move-out periods do occur within a 2–3 day window around graduation and first semester.

To be proactive, the management team will communicate with the tenants to identify the day and time they would like to move in or out. This list will be compiled and tenants will be grouped into peak or off-peak move-in dates; and, as necessary, assigned time slots. This will allow the management team to identify and be prepared for high periods of traffic. If necessary, adjustments to tenant schedules and/or increased management presence will be implemented to ensure a smooth process.

Explicit instructions will be conveyed to tenants and parents/guardians regarding the use of the Mathes Terrace right of way. It will be expressed that under no circumstances is parking on Mathes Terrace allowed. In addition, it will be explained that the footbridge connecting one of the Pettee Brook parking areas is for the private use of the adjacent property only.

This communication will also be reinforced as a part of the lease agreement that both tenants and parents/guardians must sign. It will be explained that all move-in and move-out staging must be contained to town parking located on Madbury Road or in the Pettee Brook Lane parking areas. Move-in dollies will be provided for residential tenants during move-in to alleviate any travel distance inconvenience.

Move-out will follow a similar practice. An additional step during the move-out process will be for the management team to inspect the tenant's apartment, during which time outstanding balances will be settled and keys and RFID devices will be returned.

Similar downtown properties, such as Libby's Apartments, the Grange, Town and Campus, 6 Jenkins Court, 9 Madbury Road, etc., have no parking on-site. Therefore, the staging of loading/unloading during move-in and move-out relies solely on town parking. In addition, most of these properties are located directly on Main Street, which is a focal point for traffic congestion. Accordingly, it is not anticipated that the peak move-in and move-out periods will present insurmountable management challenges.

## Degrees of Communication

The management team will take a proactive, instead of reactive, approach in communicating with tenants. Multiple platforms to communicate will be available to the management team, such as Facebook, Twitter, email, website, phone, texting, etc. This will allow for a more proactive strategy in preventing problems.

For instance, during move-in and move-out, the management team will take an active approach by contacting tenants to establish scheduling. Another example would be a mandatory lease

review/discussion between leasing agents and potential tenants. During these discussions, careful attention to parking regulations and use of Mathes Terrace will be a focus. This will ensure a full understanding of all the lease terms and tenant expectations prior to occupancy.

Communication materials will be sent to the tenants at appropriate times while all information will be made available on the management website including:

- Rules and Regulations
- Maintenance Requests
- Parking Regulations
- Information Section
- Emergency Numbers

## Management Techniques

The management team will develop strong relationships with both commercial and residential tenants by having an active presence at the building. Normal business hours will be from 9am to 5pm Monday to Friday, augmented with 24/7 emergency service. This will allow management to quickly identify issues and address them in a timely manner. As discussed below, extra security personnel will be on site during “high-risk” periods.

Successful management techniques are a vital component to operations. The floor plan design limits areas for residential tenants to congregate. For example, the main residential entrance provides space for tenant mailboxes and a management bulletin board with a limited congregation area. Also there is no outdoor space provided in the Lease Agreement for residential tenants. This eliminates areas where tenants could otherwise congregate with grill areas, lawn furniture, etc.

During the leasing process, management will take the time to review the lease and expectations with each prospective tenant. This will allow the tenant to fully understand the Lease Agreement prior to signing. It will also begin to build the relationship between the tenant and the management team. In addition, the parents/guardians of the tenant must sign the Lease Agreement, providing an additional tool for enforcement. By virtue of the co-signed lease, parents/guardians are also held accountable for the tenants’ actions.

Once the tenant has signed the Lease Agreement, a constant contact approach to management is taken. This will ensure efficiency in the management process and make for smooth operations. Management has detailed an active approach to the move-in and move-out process. Staying in touch with each tenant during this process allows the management team to identify and head off problems before they occur. Maintenance inspections are also an important tool that allows management to check in with each apartment routinely.

# Building Maintenance

General maintenance is a very important aspect to the overall building management plan. Having a robust maintenance schedule will preserve the considerable investment being made in the property. A complete maintenance plan with scheduled upkeep, inspections, and timely repair will identify and correct problems quickly.

Scheduled maintenance inspections will occur before move-in and during winter and spring breaks. This will ensure maintenance needs are kept up to date and will reduce maintenance tasks during the tenant turnover period at the end of May. In addition, common areas will be inspected daily to ensure proper upkeep. An appropriate reserve account will be established to ensure the proper maintenance of the property.

Contractors will be used for maintenance and repair of major systems such as HVAC, fire alarm, electric, plumbing, etc. This will ensure all major systems are working to the highest capacity and will prevent major system failures.

All tenant maintenance requests will be available for submittal 24/7 through the management website. This will allow the management team to learn about and address issues quickly and efficiently.

# Building Security

The management team will engage onsite security personnel that will patrol Thursday–Saturday, 9pm–2am, at a minimum. If warranted, the security monitor will have extended hours and days to ensure the proper behavior of tenants. If necessary, a live-in resident monitor will be utilized to enhance security coverage. Security personnel will focus on tenant safety, compliance with lease agreements and house rules, and Town of Durham ordinances. This is consistent with the successful practices that Paul Berton’s security team utilizes to monitor numerous properties in Durham.

The Police Chief may require the management team to have full-time security, if events warrant. While this is not anticipated, this mechanism provides the Town of Durham with assurance that it will have sufficient influence on tenant behavior. Security personnel will work with the Durham and the University of New Hampshire Police Departments with any requests the departments may require. Management will cooperate fully with all disciplinary processes implemented by the University. Off-campus conduct can impact a student’s ability to continue attending UNH as well as scholarships and study abroad, and this will be communicated to the tenants.

In addition, there will be extensive security camera coverage at the property. The coverage will focus on hallways, stairways, entrances, outside areas, and any other common area. This management tool will deter undesirable activities.

The building will comply with current building code standards. To ensure the safety of its tenants, 15 Madbury Road will be a fully sprinklered building. In addition, the fire alarm system will be monitored 24/7 by a monitoring company. The system will be connected in such a way that, if an alarm sounds in one unit, all units are notified.

All exterior entrance doors will utilize RFID key technology. Each tenant will be provided with an RFID fob that allows access to the building. Because of this, tenants will be required to physically open the entrance doors to allow guests in the building.

## Snow Removal

The management team will clear snow from the pedestrian walkways and driveways on the property by using a snow blower and shovel. Due to very limited areas needing snow removal on-site, we can ensure all snow will remain on the property and not be moved into the right of way.

The snow removal for Mathes Terrace will be managed with the other members of Mathes Terrace as described in the property deeds, unless other mutually suitable arrangements can be made.

## On-site Parking Management

15 Madbury Road's on-site parking spaces are designated for the use of the building's commercial tenants. Parking in these spaces will be directly controlled and managed by the management team. The management team will assign spaces to specific permit holders and provide them an RFID fob to gain access to the building from inside the parking area.

Off-site parking will be available through 3<sup>rd</sup> parties. This is a similar situation as exists at Libby's Apartments, The Grange, Town and Campus, 6 Jenkins Court, 9 Madbury Road, etc., each of which has no parking spaces on-site.

All commercial and residential tenants will be made aware that no parking, under any circumstances, will be allowed off-site on neighboring parking spaces or on the Mathes Terrace right of way. The Lease Agreement will specify this restriction and violation will be grounds for fines and/or eviction.



# Landscaping Maintenance

The management team will maintain, with proper regularity, the landscaped areas. This will ensure a healthy and vibrant green space and compliance with the landscape plan.

## Fines and Fee Schedule

All residential tenants at 15 Madbury Road will be subject to the following fees and fines.

Sublet Releasing Fee \$ \_\_\_\_\_

Key Fob Replacement \$ \_\_\_\_\_

Key Replacement \$ \_\_\_\_\_

After-hours Lock-out Service \$ \_\_\_\_\_

Damage caused by resident negligence or intentional conduct  
Cost of Labor \$ \_\_\_\_\_ plus Materials \$ \_\_\_\_\_

Over Occupancy \$ \_\_\_\_\_

Noise Violation \$ \_\_\_\_\_

Police Response \$ \_\_\_\_\_

Tampering with Fire Alarm \$ \_\_\_\_\_

Parking Violation \$ \_\_\_\_\_

Any violation of the Lease Agreement is subject to monetary penalties and/ or eviction per Section 7.

## Lease Agreement

Prior to move-in, tenants will be made aware of acceptable behavior in the building and the surrounding community. In the event that unacceptable behavior does occur, the lease will provide enforcement tools to regulate behaviors. This Lease Agreement provides for strong language allowing the management team to act accordingly to any violations. Please reference the lease below.

## Appendices

- Lease Agreement
- Community Rules and Regulations
- First Floor Plan

# LEASE AGREEMENT

Fill in the Blank Sections Noted in Red

**Landlord:** BAA Holdings, LLC  
15 Madbury Road  
Durham, NH 03824

**Tenant 1 of \_\_\_\_ (total # of tenants in apartment):**  
Tenant Name

## Lease Provisions:

1 Term: **XXX X XXXX to XXX X XXXX**

2 Apartment: # \_\_\_\_\_ 15 Madbury Road

3 Rent: Payable in three installments of \$X,XXX per person and due on the first day of May, August and December. Separate payment schedules can be arranged for tenants providing evidence of financial aid. Rent payments can be paid with cash or check. All check payments to be made to "BAA Holdings, LLC" and mailed to 15 Madbury Road, Durham, NH 03824.

4 Security Deposit: Landlord acknowledges the receipt of \$XXX per person, security deposit and is fully refundable at the end of the lease term subject to all conditions being met in said lease. **In no case is the Security Deposit considered to be rent.** Tenant's liability to Landlord is not limited to the amount of the Security Deposit. Landlord will provide written notice of application of any or all of the Security Deposit. Tenant shall pay an amount sufficient within 7 days of receiving notice.

5 Personal Guarantee: The Landlord requires a Personal Guarantee of each Tenant's performance under this Lease Agreement, signed by the Tenant's guarantor, guardian, or other person acceptable to the Landlord.

6 Tenant shall not be allowed to occupy the Leased Premises unless all rent, security deposit and fees due are paid in full.

7 Any violation to Lease Agreement or the Rules and Regulations as promulgated from time to time by the Landlord is subject to monetary penalties and or eviction. Tenant shall reimburse Lessor for any costs or expenses incurred resulting from tenant's own action.

8 TENANTS ARE RESPOSIBLE FOR THE ACTIONS OF THEIR VISITORS/GUESTS.

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**Utilities:**

9 Utilities: The following utilities shall be provided by the Landlord:

Apartment	Heat	Hot Water	Cable	Internet	Electric
##	X	X			X

10 Heat and/or Electric: Tenant shall maintain a minimum temperature of fifty five (55) degrees Fahrenheit in the premises at all times to avoid frozen pipes. When leaving for a duration of 24 hours or more the Tenant is required to set heat at minimum requirements. Landlord's obligation to pay heating bill will be waived if Tenant is found to be abusing heating privileges set in these Lease Provisions, such as open windows in the winter. Tenant shall not use any other method of heating than that installed in the Leased Premises. Additionally any unreasonable electric usage will result in transfer of electric service to the tenant.

11 Frozen and/or Broken Water Lines: Tenant shall be liable for all damages arising from frozen and/or broken water lines resulting from their actions or inactions.

**Usage, Conduct and Prohibitions:**

12 Alcohol: No Tenant or guest under the age of 21 years shall consume or possess alcoholic beverages in their apartment or upon the common areas of the property. No beer kegs, beer balls, etc. are permitted on the Premises.

13 Illegal Drugs: No Tenant shall consume, possess, manufacture, or dispense any illegal drugs in their apartment or upon the common areas, and Tenants shall be evicted for violating this provision.

14 Social Occupancy: The underlying tone is not to discourage students to work on school projects together in their apartment or have friends or family over to watch their favorite TV show. It is geared towards those tenants who want to have "parties". Apartments are not designed to accommodate large gatherings of people. Tenant shall not permit a social occupancy of more than double the number of tenants living in the apartment. Off-campus conduct can impact a student's ability to continue attending UNH as well as scholarships and study abroad.

15 No Smoking: No smoking shall be allowed within the Leased Premises and building.

16 Signs: No signs shall be allowed without the written permission of Lessor.

17 Pets: No pets shall be permitted at the leased premises.

18 Usage; Authorized Occupants; Prohibition Upon Sublease: Tenants agree that the premises are to be used for residential purposes only. Other than occasional overnight guests, the

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_

premises are to be occupied exclusively by the Tenant named above. Tenant shall not assign nor sublease the premises (or any portion thereof) without advance written consent of Landlord and approval from all other tenants in the apartment. A \$100.00 management fee will be assessed for each approved sublet.

19 Quiet Enjoyment: If the Police or a representative of the Landlord respond to a noise, party or property damage complaint and it is determined that the Tenant or any of their guests caused this action, then the offending Tenants may be assessed up to \$100 for the first offense and/or reasonable costs to repair any damage. Subsequent offenses may be subject to accelerated fine schedules. Notwithstanding anything set forth herein, the Landlord, in its sole discretion, reserves the right to terminate any tenancy and evict any tenant in the event of a substantial disturbance caused by the tenant. Any town violation expense associated with any incident shall be the assessed against the offending tenant. The Landlord reserves the right to require any Tenant to remove any sound systems that cause reoccurring issues.

**Tenants are reminded that off-campus conduct can impact a student's ability to continue attending UNH as well as scholarships and study abroad.**

**Fire Prevention:**

20 Fire Insurance: No Tenant shall do or permit anything to be done on the Leased Premises, or bring or keep anything in or on the Leased Premises, that shall in any way increase the rate of the fire insurance on the Leased Premises, or bring or keep anything in or on the Leased Premises that will interfere with the rights of other Tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the fire department, or with any insurance policy on the building or any part of the building, or the rules and ordinances of the board of health.

21 Fire Extinguishers: No fire extinguishers, brackets, or seals shall be removed for any purpose other than the extinguishing of a fire. No inspection tags shall be removed from any fire extinguisher. Tenant shall notify Lessor as soon as possible after the discharge of any fire extinguisher.

22 Smoke Detectors: Tenant shall inspect all smoke detectors monthly to insure proper operation. No smoke detector shall be unplugged, tampered with, or covered up.

23 No Obstructions: The common areas, parking lots, sidewalks, courts, entry passages, halls, and stairways shall not be obstructed by Tenant, or used by Tenant for any purpose other than that of entering and leaving the Leased Premises. Tenant shall not erect anything from entry passages, halls, stairways, fire escapes, porches, roofs or stairways for storage.

24 Means of Egress: Tenant shall not obstruct any means of egress. Egress areas shall not be used for any purpose other than that of entering and leaving the Leased Premises.

25 Emergency Preparation: Upon move-in to your apartment, please make note of all egress paths, pull stations, fire safety apparatus and emergency telephone numbers.

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_

26 False Alarms: Tenant shall not activate nor call-in any false alarms to the Durham Fire Department. If it is determined that any Tenant or his guest activated or called-in a false alarm, then the offending Tenant shall be assessed a false alarm fee which is double the amount of any fine imposed upon Landlord by the Town of Durham.

27 Prohibited Items: The following items are prohibited and cannot be kept in the apartment or on the property: Waterbeds; portable heaters; halogen lamps; candles; alcohol bars; table games; alcohol board games; fireworks or other incendiary devices; or guns.

**Damages, Repairs and General Maintenance:**

28 Right of Entry: The Tenant hereby consents to entry onto the premises by the Landlord or his agent upon 24-hour notice to the Tenant for purposes of inspection, repairs, or showings to prospective tenants or purchasers. Further, the Tenant hereby consents to entry onto the premises by the Landlord or his agent without prior notice in order to make emergency repairs and or inspections.

29 Repairs: All fixtures shall be maintained in good order and repair. Tenant is responsible for the replacement of light bulbs. Tenants shall be responsible for cost of repairs arising from Tenant's misuse, waste or neglect. All other repairs are the responsibility of the Landlord.

30 Repair Work: Tenant shall not be entitled to reductions in rent due to inconvenience of repairs and or loss of amenities.

31 Maintenance: Tenant shall maintain the premises in a clean and orderly manner. If insect extermination is required due to tenant's actions or inactions, then the Tenant shall be liable for the cost of extermination. Tenant shall not place flammable items, hazardous waste or large bulky items in Trash Room or area surrounding building. Window air conditioning units are not permitted.

32 Painting: Tenant shall not paint any portion of the premises, nor make any alterations to the premises without advance written consent of the Landlord or its agent.

33 Plugged toilets or sewer lines: Tenant may be assessed the cost of repairs to plugged toilets or plugged sewer lines leading from the Tenant's apartment.

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_

34 Keys and Locks: The Tenant shall return all keys to the Landlord upon vacating the premises. Tenant shall pay all costs associated with the replacement of any key or lock, including reasonable administration charges. Locks shall not be changed or replaced by the Tenant, nor shall the Tenant attach any additional locks without prior written approval of the Landlord or its agent. All replacement locks shall become the property of the Landlord. Exterior building entry doors shall remain closed and locked.

35 Damage to Common Areas: The cost of repairs to common areas will be assessed to those Tenants who are responsible for said damage, including any damage caused by the Tenant's guests. In the event damage to common area is caused by an unknown person, the cost of repairing the damage will be allocated among all of the apartment units having access to the damaged area.

**Parking:**

36 Parking: No on-site parking is provided. Off-site parking may be rented depending upon availability. No parking under any circumstances will be allowed off-site on neighboring parking spaces other than those designated as public parking owned and managed by the Town of Durham. There shall be no parking under any circumstances on Mathes Terrace. There shall be no pedestrian use of the private footbridge located at the end of Mathes Terrace. Any violation will be grounds for eviction.

**Late Payments and Administration Fees:**

37 Late Fee: An additional rent charge of \$XX per week shall be assessed for all accounts which are not brought current by the fifth (5th) day of each month.

38 Service Charges: The Landlord reserves the right to assess the Tenant for service calls which are necessitated by the Tenant's own actions or inactions, and are not necessary to fulfill the Landlord's obligations as set forth in this Lease Agreement. Service calls outside of normal business hours 9am to 5pm Monday through Friday are subject to increased assessments. Any returned check fees will be passed onto the tenant.

39 All charges contained in this Lease Agreement for damages, fines, surcharges, or late fees are due within 30 days of invoicing. Tenant agrees to pay Landlord a finance charge of 1.5% per month 18% per annum on all outstanding balances. Failure to pay assessed fees will constitute a failure to comply with a material term of the lease, which are grounds for eviction. Landlord has the option though is not required to apply these charges to the security deposit.

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_

**Administrative:**

40 Move-in and Move-out: Tenant shall inspect the apartment at the beginning of the lease. All pre-existing damage shall be noted in writing and emailed to the Landlord no later than 5 days after the beginning of the lease. Tenant agrees that failure to provide a Move-in inspection email within 5 days of taking possession of the Premises shall mean that the Tenant has inspected the Premises and agrees that the premises is accepted without any defects. All damage beyond reasonable wear and tear shall be noted in writing by Landlord after the end of the lease term and the Tenant shall be responsible for the costs of repair or replacement of such damage.

41 Storage: No storage shall be kept outside the tenant's unit. No articles may be hung from the windows, doors, or placed upon the windowsills; blinds have been provided for you. Permissible items that are hung shall be done so with only standard picture hangers or thumbtacks.

42 Abatement of Rent: In the event the Landlord cannot deliver the leased premises to the Tenant at the times called for herein, then the Landlord shall have no liability, but the rent shall be ABATED on a prorata basis until such time as occupancy can be commenced or resumed. If the Landlord cannot deliver such possession within Sixty (60) days, then the Tenant or Landlord may terminate this Lease Agreement by giving written notice to the other party, and all unused payments shall be refunded to the Tenant.

In the event the premises, or any part thereof, shall be destroyed by fire or other unavoidable casualty during the term of this lease, so that the same shall be rendered unfit for the habitation, then the rent outlined above, or a proportional part thereof according to the nature and extent of the damage sustained, shall be abated until the said premises shall have been put in proper condition for habitation by the landlord, or this lease shall thereby be terminated at the election of the landlord.

43 Individual Lease: This Lease Agreement is an individual agreement between the Tenant, Guarantor and Landlord. In the event of a vacancy or the loss of a roommate for any reason, Landlord reserves the right to fill vacancy. All tenants of apartment will be held equally responsible for any fine violations and or damages to the property.

44 Bankruptcy: This Lease Agreement, at the option of the Landlord, may be terminated immediately upon the filing of bankruptcy by the Tenant.

45 Insurance: The Landlord does not maintain insurance upon the Tenant's personal property, nor upon the contents within the apartment or tenant's vehicle. The Landlord is not responsible for any Tenant's personal items. It is recommended that the Tenant maintain their own insurance.

46 Breach: A breach shall occur if any rent is not paid in full within five (5) days of its due date, or if the Tenant violates any other provision of this Lease Agreement. In the event of a breach, this Lease Agreement may be terminated at the option of the Landlord, and the Tenant may be evicted from the premises in accordance with NH law. All costs incurred by the Landlord in enforcing any provisions of this Lease Agreement, including reasonable attorney's fees and court costs, shall be the responsibility of the Tenant. The landlord reserves the right to report any delinquent obligations hereunder to appropriate credit reporting agencies.

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_



47 Subordination of Lease: This Lease Agreement and the Tenants' leasehold interest hereunder shall be subordinate to any mortgages, liens, or encumbrances now or hereafter placed on the demised premises by the Landlord.

48 Sale of Property: If Landlord sells the Property, the Landlord may assign Tenant security deposit to the new owner. Landlord must notify Tenant of this in writing. Landlord will then be released of all further liability to Tenants under this Lease Agreement.

49 Holdover by Tenants: Should the Tenant remain in possession of the demised premises WITHOUT THE CONSENT OF THE LANDLORD after the natural expiration of this Lease Agreement, or after the date specified upon a Eviction Notice, then the RENT SHALL DOUBLE DURING THE PERIOD OF THE TENANTS' UNAUTHORIZED HOLD OVER.

50 Surrender of Premises: At the expiration of the lease term, the Tenant shall quit and surrender the premises hereby demised in as good condition as they were at the commencement of this Lease Agreement, excluding reasonable wear and tear. Any remaining personal property of the Tenant shall be held and disposed of by the Landlord. A \$XXX fee will be assessed for each remaining item of the Tenant's left on premises.

51 Indemnification: The Tenant shall defend, indemnify and hold harmless the Landlord from all losses suffered by the Landlord from all claims asserted against the Landlord or its agents by any person or entity arising out of any alleged act or omission by any tenant or his/her guest.

52 Severability of Provisions: If any provision of this Lease Agreement is held by a court of law to be invalid, the remainder of the Lease Agreement shall not be affected thereby.

53 In the event that the Lease Agreement is terminated and or tenant is evicted prior to end of the lease term, then Tenant remains responsible under the terms of the Lease Agreement until the Leased Premises have been re-let. Should the Leased Premises be re-let, then Lessor shall refund any advance rental payments less any costs and expenses incurred by Lessor in securing new Tenant.

54 Counterparts: This Lease Agreement may be executed by individual Tenants and Personal Guarantors in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one in the same document.

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_

**SIGNATURE PAGE FOR 7 PAGE LEASE AGREEMENT**

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BAA Holdings LLC

By: \_\_\_\_\_  
Authorized Agent

**TENANT 1 of \_\_\_\_\_ (total # of tenants in apartment)**

Name: \_\_\_\_\_ DATE: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Current Year at UNH: \_\_\_\_\_

Current Landlord: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

**PARENTAL OR GUARDIAN CO-SIGN: The undersigned hereby unconditionally guarantees all of the above Tenant's obligations under this lease**

Name: \_\_\_\_\_ DATE: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Tenant Initials \_\_\_\_\_ Parent or Guardian Initials \_\_\_\_\_



**RULES AND REGULATIONS OF APARTMENTS  
AT 15 MADBURY ROAD, DURHAM, NH  
May, 2014**

**COMMENCEMENT OF LEASE TERM**

1. Tenant shall submit a condition report within five days of the commencement of the lease term. Tenant acknowledges that if no condition report is submitted within the proscribed time period, that the Leased Premises will be deemed by Lessor to be in excellent condition and not in need of any repair.
2. Tenant shall receive one (1) apartment key and outside door key for each person who signed the Lease Agreement. Tenant shall receive one (1) mailbox key per apartment. Tenant shall pay all costs associated with the replacement of any key, including a \$\_\_\_ administrative charge.
3. The Leased Premises is furnished with light bulbs. Tenant is responsible for the replacement of all burned out or damaged light bulbs.
4. Tenant shall not be allowed to occupy the Leased Premises unless all rent, security deposit and fees due are paid in full.

**TRASH AND RECYCLING**

5. All trash is to be disposed in designated "Trash Room" located next to the rear entrance.
6. Tenant is responsible for separating recycling material from customary household trash. Tenant shall comply with all trash and recycling rules and regulations of the Town of Durham.
7. Tenant shall not place flammable items, hazardous waste or large items in Trash Room or area surrounding building.
8. Tenant shall reimburse Lessor for any costs or expenses, including a \$\_\_\_ administrative charge per violation, for violations of these trash rules or Town of Durham recycling rules and regulations.

**PARKING**

9. Off-site parking may be rented through 3<sup>rd</sup> parties depending upon availability.

No parking, under any circumstances, will be allowed off-site on neighboring parking spaces or on the Mathes Terrace right of way. There shall be no pedestrian use of the private footbridge located at the end of Mathes Terrace.

Failure to comply with the above parking rules may result in a \$\_\_\_ per violation administrative charge and/or eviction. Tenant responsible for towing charge and shall also reimburse Lessor for any costs or expenses incurred.

## CONDUCT

Tenant shall pay \$\_\_\_ per violation as a reasonable administrative fee for the first offense of a conduct rule and regulation, pursuant to the below, \$\_\_\_ per violation thereafter, a third offense may also result in eviction if it has been determined by the lessor that tenant has violated any such rules or regulations. In addition tenant shall be responsible to reimburse lessor for any fines, costs and/or expenses incurred.

Any \$\_\_\_ fine will be assessed for a disruptive party.

10. Exterior building entry doors that are equipped with locks, shall remain closed and locked. Any congregation of more than double the number of tenants living in the apartment is strictly prohibited. **NO LOITERING ON PROPERTY!!** LESSOR reserves the right to terminate any tenancy if the fire/safety of the building area is in jeopardy as a result of tenant action or inaction. **LESSEES ARE RESPONSIBLE FOR THE ACTIONS OF THEIR VISITORS/GUESTS.** A fine of one hundred dollars (\$100.00) for the first offense, and two hundred (\$200.00) will be assessed for each additional offense.

11. TENANT(S) shall not, unless they are over the age of twenty-one (21) years, consume alcoholic beverages on the premises of 15 Madbury Road. TENANT(S) shall not serve alcoholic beverages to any person who is not at least twenty-one (21) years old on the premises or in the common areas, nor shall he permit any person under the age of twenty-one (21) years to consume such beverages on the premises or the common areas. Under New Hampshire RSA 175, the consumption of alcoholic beverages by any person under the age of twenty-one (21) is an illegal act. No kegs, keg parties, beer balls, drinking games or beer parties shall be allowed in or around the Leased Premises. Tenant shall not bring onto the Leased Premises, or allow brought onto the Leased Premises by third party, any illegal drugs.

12. Nothing shall be thrown out of the windows or doors of the building.

13. No athletic games shall be allowed within the Leased Premises.

14. No littering shall be allowed, including without limitation cigarette butts. No smoking shall be allowed within the Leased Premises and building.

15. All Tenant bikes must be registered with management and kept in the bike room in a neat and orderly manner.

16. No signs shall be allowed without the written permission of Lessor.

17. No waterbeds or beds bolted to the ceiling, wall or floor shall be allowed on the Leased Premises. No built-in furniture of any kind shall be allowed. No antennas shall be allowed. Tenant shall obtain written permission from the Lessor prior to installation of any electrical equipment, including but not limited to, air conditioners, heating equipment, hot plates, and washers and/or dryers.

18. Tenant shall maintain order in the building and shall not make or permit any improper noises in the building or interfere in any way with other Tenants or those having business with them.

19. Pianos, radios, television sets, phonographs, and other musical instruments, equipment or devices shall not be played at an unreasonable volume at any time, and shall not be played at a volume audible outside the Leased Premises at any time. Tenant shall not place any speakers in windows.

20. Tenant and Tenant's guests shall not conduct themselves in a manner that disturbs any neighbors. Tenant shall not permit any noise that can be heard beyond the boundaries of the Leased Premises. Off-campus conduct can impact a student's ability to continue attending UNH as well as scholarships and study abroad. **Tenant shall not violate the Durham Noise Ordinance.**

21. Tenant shall provide Lessor with written notice of any violations of the Durham Noise Ordinance by other Tenants.

22. Tenant shall pay a \$\_\_\_ per violation administrative charge for the first offence, \$\_\_\_ per violation thereafter for violating the conduct rules, plus reimburse Lessor for any costs or expenses incurred.

The Landlord, in its sole discretion, reserves the right to terminate any tenancy and evict any tenant in the event of substantial violation(s), notwithstanding any fees otherwise imposed.

#### FIRE PREVENTION

23. No fire extinguishers, brackets, or seals shall be removed for any purpose other than the extinguishing of a fire. No inspection tags shall be removed from any fire extinguisher. Tenant shall notify Lessor as soon as possible after the discharge of any fire extinguisher.

24. Tenant shall inspect all smoke detectors periodically to insure proper operation. No smoke detector shall be unplugged, tampered with, or covered up.

25. No electrical wiring shall be done to any part of the building or Leased Premises. Any open flames including but not limited to candles, cigarettes and lighters shall be twenty (20) feet from the building and are **PROHIBITED** inside the building.

26. The common areas, parking lots, sidewalks, courts, entry passages, halls, and stairways shall not be obstructed by Tenant, or used by Tenant for any purpose other than that of entering and leaving the Leased Premises. Tenant shall not erect anything from entry passages, halls, stairways, porches, roofs or stairways for storage.

27. EMERGENCY INSTRUCTION FOR RESIDENTS OF APARTMENT BUILDINGS:  
Emergency instructions shall be provided annually to each dwelling unit to indicate the location of alarms, egress paths, and actions to be taken, both in response to a fire in the dwelling unit and in response to the sounding of the alarm system.

\*\*\* Upon move-in to your apartment, please note all egress paths, pull stations, fire safety apparatus and emergency telephone numbers.

Tenant shall pay a \$\_\_\_ per violation administrative charge for the first offence, \$\_\_\_ per violation thereafter for violating the fire rules, plus reimburse Lessor for any costs or expenses incurred.

## DAMAGES, REPAIRS AND GENERAL MAINTENANCE

28. All non-emergency reports or repairs or any irregularities must be made in writing to Lessor. Non-emergency requests for repairs may be subject to a service call fee of \$ \_\_\_\_.00 and an hourly repair rate of \$ \_\_\_\_.00.

29. No service charge will be assessed against Tenant to open an apartment or exterior building entry door, between the hours of 9:00 am and 5:00 pm on Monday through Friday. A \$ \_\_ service charge shall be assessed against Tenant to open said doors between the hours of 5:00 pm and 9:00 am on Monday through Friday, and at all hours on Saturday, Sunday and holidays.

30. Tenant shall not be entitled to any reduction in rent due to any inconvenience due to repairs. Lessor may begin any repairs at 7:00 am.

31. Tenant shall not paint or alter any part of the building, including, without limitation, putting up or changing any partition or partitions, door or doors, window or windows. No nailing, boring or screwing into the woodwork, plastering, or drywall shall be permitted, without the written consent of Lessor. No bars or counters shall be installed or brought onto the Leased Premises.

32. All glass, locks, and trimming in or on the doors and windows of the building shall be kept whole. Whenever any part of these items shall be broken, they immediately shall be replaced or repaired and put in order under the same direction and the satisfaction of the Lessor and shall be left whole and in good repair, in the same number and kind. Locks shall have the same kind of keys as received by Tenant on entering into possession of any part of the building or during the Tenant's tenancy.

33. Lessor shall provide one (1) plunger for each bathroom. Tenant shall maintain the toilet plunger in each bathroom. Lessor shall not be responsible for any damage, or inconvenience to the Tenant due to flooding or sewer back-up. In the event that any town or state official, including a municipal health officer, should notify the Lessor that the premise is not habitable due to flooding or sewer back-up, the Lease Agreement shall be deemed null and void, and the Lessor shall refund to Tenant any rental payments made in advance, on a prorated basis, after deducting all charges allowed under the Lease Agreement.

34. No additional locks may be put on any door without the consent of Lessor, and any and all locks placed on any door shall become the property of Lessor.

35. Tenant shall keep Tenant's entranceways cleared.

36. For those Leased Premises in which Lessor has provided a dishwasher, Tenant hereby acknowledges that should said dishwasher break during the lease term, Lessor has no obligation to replace or repair it.

37. Tenant shall pay a \$ \_\_ per violation administrative charge for the first offence, \$ \_\_ per violation thereafter for violating the damage, repairs and general maintenance rules, plus reimburse Lessor for any costs or expenses incurred.

## END OF TENANCY

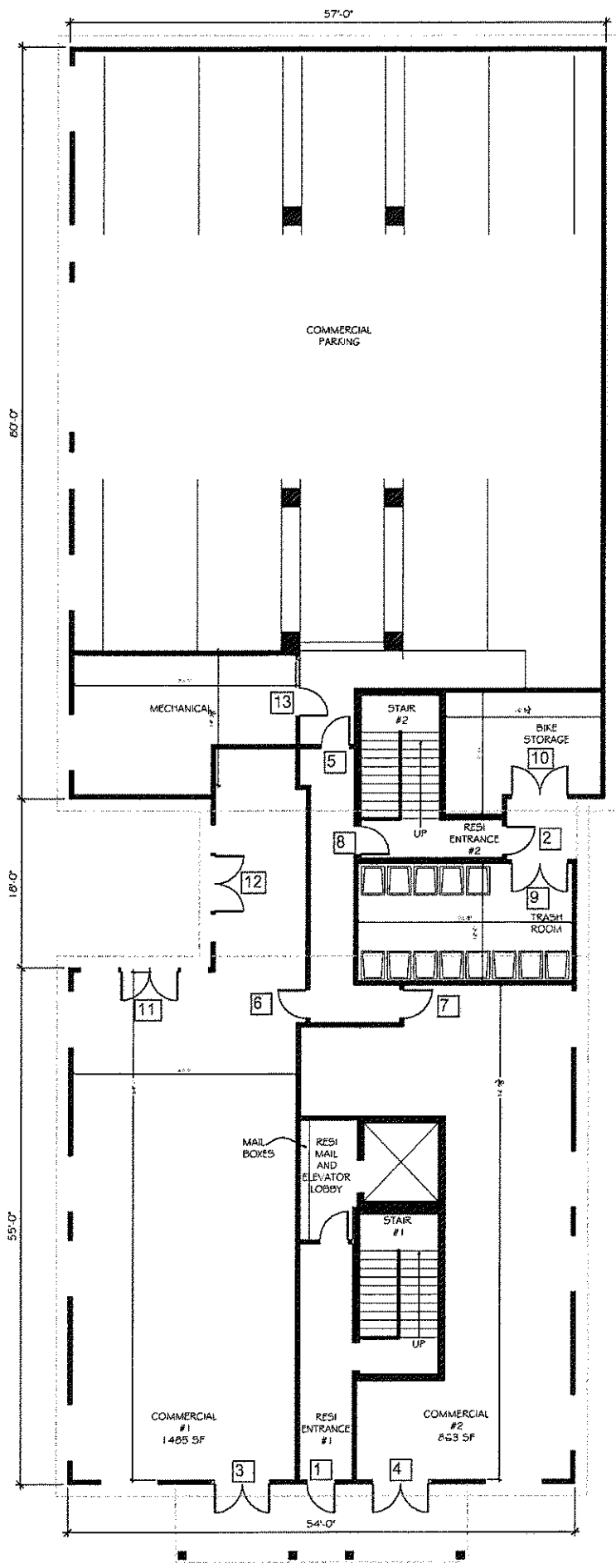
38. Tenant shall take the following actions at the termination of the tenancy for whatever reason:

- A) Tenant shall remove any personal property and goods from the Leased Premises.
- B) Tenant shall clean the entire Leased Premises, including without limitation the following:
  - a. Tenant shall remove all food from the refrigerator and defrost the freezer. Tenant shall clean the inside and outside of the refrigerator and the freezer, turn off, and leave the doors open.
  - b. Tenant shall clean the entire stove, including burners and racks.
  - c. Tenant shall clean and vacuum all floors and carpets, including the edges.
  - d. Tenant shall clean all woodwork, bath tubs, cabinets, ceilings, closet corners, counter tops, exhaust fans, light fixtures, mirrors, showers, sinks, toilets, walls, windows, and window sills.
  - e. Tenant shall remove and dispose of all garbage and trash, by properly placing the items in the dumpster or recycling bins. Tenant shall not put bicycles, appliances, furniture, or any other large items in the dumpster. Tenant shall call the Durham Public Works Department for information regarding the disposal of any large items.
  - f. Tenant shall replace any and all burned out or missing light bulbs.
- C) Tenant shall return by hand delivery all keys, including mailbox keys, to the Lessor. All returned keys should be placed in an envelope with the Leased Premises location and number listed on the envelope.
- D) Tenant shall provide Lessor with a forwarding address for each vacating Tenant.

41. In the event that the Lease Agreement is terminated prior to end of the lease term, then Tenant remains responsible under the terms of the Lease Agreement until the Leased Premised have been re-let. Should the Leased Premises be re-let, then Lessor shall refund any advance rental payments less any costs and expenses incurred by Lessor in securing new Tenant, including without limitation, \$\_\_\_\_.00 to prepare the new lease, \$\_\_\_\_ per showing of the Leased Property, and advertisements.

**WARNING: Violation of these rules and regulations shall constitute grounds for eviction.**





FIRST FLOOR