

# Management Plan 15 Madbury Road

BAA Holdings

March 2014



# Management Plan Introduction

The Management Plan takes into consideration all different aspects of managing 15 Madbury from day one and for years to come. The management team will monitor both commercial and residential tenants to not only adhere to applicable lease agreements, but to the Town of Durham ordinances as well. A professional management team will have a fulltime presence at the building to ensure full compliance with this management plan and the established property rules and regulations. It is the intent that all rules and regulations shall be enforceable through leases signed by both residential tenants and their parents/guardians. The management company will also be available 24/7 for emergency and enforcement of violations with listed contact information provided to interested parties such as neighbors and Town of Durham staff.

This management plan will focus on product, move-in/ move-out, degrees of communication, management techniques, maintenance, security, snow removal, onsite parking, landscaping, and trash removal. In addition to the management team, there will be a clearly defined lease to provide limits of what is and is not acceptable behavior. This lease will provide the guidelines for management of the residential tenants. Though the students will be held accountable for their actions, the parents will be as well by virtue of the co-signed lease agreements.

The Management team shall develop strong relationships with both commercial and residential tenants by having an active presence in the building and being available to address any issues that may arise in a timely manner. It is also important for our team to develop strong relations with town officials, residents, the university, and heads of emergency departments. The primary focus of the management team prior to occupancy in the building will be in establishing those lines of communication and then continuously reaching out when updates or new information is needed to be provided to these contacts. Student housing presents a unique challenge distinct from other types of housing and this plan provides the foundation for a long term and sustainable plan with the goal of providing a valuable addition to the community.

## Property Management Plan

### Quality of Product:

Provide high quality leasable space for both commercial and residential tenants in the Durham Community. A reserve account will be established to ensure proper maintenance of the building's exterior and interior. This not only benefits the community in maintaining the character of the building, but provides prospective tenants with a well maintained living environment which will encourage respectful behaviors.

### Move-In/ Move-Out:

Being Proactive at and before Move in day:

Management shall send emails welcoming and reminding tenants of move in day procedures and rules of the property.

Management shall provide handouts when meeting with tenants, with the highlighted rules and regulations in the lease agreement as a reminder of their part in ensuring a smooth lease term.

Management shall post highlighted information in each unit and in common areas to ensure all tenants have readily available all the rules and regulations of the property and remind them they can always obtain a full copy of the lease by contacting the management team.

Management is to meet with every tenant before move in to ensure proper communications are made to all tenants to make sure every person is aware of all the items that could subject them to fines and eviction per lease agreement.

Peak hours before fall semester will be monitored with a move in schedule to ensure a smooth move in process. This will be a 4 day time frame, From the Thursday before Fall semester start to that Monday, that will be closely monitored and will require that a tenant's move in would be at a specific time. Tenants moving in before or after this Peak time will not require a scheduled move in slot. All tenants will still have a meeting with the property manager to ensure rules and regulations are made aware to every tenant.

Additional Staff will be available during peak move in hours to assist in moving and managing traffic flow.

Move out will require move out inspections prior to move out and outstanding balances will be settled at this time. Move out date will be defined by the lease. Move out will require tenants to schedule a time to meet with the management team, review apartment and bedroom damages, return keys and RFID devices, and settle any outstanding fines or balances.

**Tenant Communications:**

Proactive communication with multiple forms for management and tenants to communicate will help address issues early on and avoid problems. We will be capable and available to communicate with our tenant base on many different platforms (Facebook, Twitter, Email, Website, Phone, Texting, etc.).

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:**

An important focus of managing the property effectively shall be limiting areas for residential tenants to congregate, for example:

- Entrance to provide space for tenants mail boxes, management bulletin board and code required egresses/ common hallways
- Very limited outdoor space available for residential tenants. For example no grill areas, lawn chairs, etc.
- Common space within apartments is purposely limited to prevent any areas in which tenants can congregate in large groups
- Common space provides for typical living room furniture only. Space does not provide for room Bars, Beirut Tables, etc which are strictly prohibited in the Lease Agreement and is punishable by confiscation, fines and eviction.

**Building Maintenance:**

General maintenance is the most important aspect to overall building management plan. Having a proactive approach and addressing issues long before professional services are needed will lead to a strong product that will last the test of time. A complete maintenance plan with scheduled upkeep, inspections, and timely repair will identify problems quickly and save time and energy for the management team. Our management team will be available 24/7 to address any and all emergencies.

Maintenance inspections will occur before move-in, during holiday break, and spring break to address maintenance needs before move-out.

Common areas will be inspected daily to assure proper upkeep is taking place.

Contractors will be used for maintenance and repair of major systems such as HVAC, fire alarm, electric, plumbing, etc. as decided by the maintenance and management teams. This will ensure all major systems will be working to the highest capability and major failures of systems will be avoided.

All tenant Maintenance requests will be available for submittal through the property website allowing the maintenance staff learn about and address issues quickly and efficiently.

**Building Security:**

15 Madbury will engage a security monitor that will be on site Thursday-Saturday 9am-1pm at a minimum. If warranted a security monitor will have extended hours and days to fully ensure tenant safety and compliance with lease agreements and Town of Durham ordinances. The Police Chief may require full time security if events warrant. While this is not anticipated, this mechanism, if needed, provides the Town of Durham assurance that it will have sufficient influence on the management of the property, if necessary. Security personnel will work with the Durham Police Department and the University of New Hampshire Police Department with any request the departments may require. All main security and fire systems will be constantly monitored.

There will be extensive video recording system that will deter unwanted activities. All hallways, stairways, entrances, outside areas, and any other common area will be monitored and recorded.

All doorways will require RFID key system to unlock doors to enter the building. Guests will require tenant to grant access to the building.

Owner will comply with Federal, State, and Local Fire and Life Safety Regulations.

**Snow Removal:**

Pedestrian walkways will, by using shovel and snow blower, quickly be cleared after snow. All walkways will properly sanded and salted before and after adverse winter conditions. Due to very limited areas needing snow removal on site we can ensure all snow will remain on the property and not shoveled into right of way.

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.

**Onsite Parking Management**

15 Madbury has a limited amount of onsite parking and all onsite vehicular parking spaces are designated for the use of the property.

Vehicle Parking of the spaces will be directly controlled and managed by the management team. All commercial and residential tenants will be made aware that 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.

Off-Site Parking for student residents of 15 Madbury will have access to satellite parking lots that are a short walk or shuttle bus ride.

There shall be no parking by tenants on Mathes Terrace. This restriction shall be prominently posted on the property and in common areas. The residential leases will specify this restriction and that violation will be grounds for eviction.

**Landscaping Maintenance:**

The limited landscaping will be maintained with proper regularity to ensure a healthy and vibrant green space and compliance with the landscape plan.

**Trash Removal Plan:**

A company specializing in waste management has been contacted and is able to meet the challenging needs of this mixed use project.

Their team can provide trash pickup early in the morning so as to not interfere with traffic flow on Madbury Road or Mathes Terrace. Use of the parking spaces being created in back of the building will allow all pickup to be done on site, avoiding disturbances.

A trash area will be placed on the exterior of the building on the west side. This grade will provide easy access for a dumpster to be emptied.

In discussions it has been determined that the trash output for the residential and commercial tenants will require the waste management company to service the property at least twice weekly. This will ensure trash will not overflow out of the contained trash area. It will also maintain sanitary conditions to eliminate the potential of animal disturbances.

### **Strong Lease Agreement:** (Attached)

- Upfront and transparent Rules and Regulations
- Section 5, 7 & 8: Clearly defines tenants liability of actions as well as actions of guests. Parents notified and Co-Sign in joint liability
- Section 12-18: Strong stance against occupancy and disturbance regulations as well as acceptable tenant conduct and proper use of leased space.
- Section 19-26: Extensive Fire prevention section with rules and regulations
- Section 40: Clearly defines tenant procedure during move out to ensure proper disposal of and responsibility for all personal items in leased premises.
- Other sections: Further describe and outline administration procedures and other terms and conditions regarding to tenancy in good standing while living on the property.

# 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 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 TENANT IS RESPONSIBLE FOR THE ACTIONS OF THEIR VISITORS/GUESTS.

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



**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 are permitted.

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.

15 No Smoking: No smoking shall be allowed within the Leased Premises and building or within 20 feet of the building.

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

17 Pets: No pets shall be kept at rental 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

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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 shall be assessed up to \$100 for the first offense and or reasonable costs to repair any damage. Any town violation expense associated with the incident shall be the burden of the offending tenant. The Landlord reserves the right to require any Tenant to remove any sound systems that cause reoccurring issues.

### **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 Fire Escapes: Fire escapes are for emergency exit only. No fire escapes shall be blocked or used for any other purpose than for emergency exit in case of fire.

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

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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 tenants 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.

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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 maybe 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 by tenants on 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 defections. 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. Permit able 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 \_\_\_\_\_