



# **Madbury Commons Property Management Plan**

17 / 21 Madbury Road  
Durham, NH 03824.

January 2014

## Management Plan Overview

The Property Management Plan reflects a comprehensive approach to managing Madbury Commons. The broad scope of the plan includes such topics as snow removal, security, maintenance, parking administration, and tenant communications. The underlying philosophies evidenced in the Plan are: "prevention", "visibility", "consistency" and "communication." Prevention reflects a systematic approach in such areas as maintenance or security to preempt issues before they become problems. Visibility means having an active presence on site, gaining a first hand understanding of daily issues and developing relationships with the tenants. Consistency refers to clear policies, expectations, procedures, and the consistent enforcement of them for residents, tenants, customers and employees. Communication is critical and incorporates the need to communicate with all stakeholders (Town officials, residents, parents, tenants, employees), using appropriate modes (in person, written, web) - all with the right message and tone. We trust you will see these themes incorporated in the Property Management Plan. We see the Plan as a living document that will become more detailed and refined over time and through experience.

Golden Goose believes a property that is well maintained, with clear policies and procedures will engender respect by community members and tenants. Additionally, from an economic standpoint, a properly managed property will command maximum rents and preserve the value of the asset. In sum, it's a necessary business practice to maintain and manage a property such as Madbury Commons.

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# Property Management Plan

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## Tenant Selection Process

GGC will take reasonable and practical measures to select tenants who will be good community members within Madbury Commons. In general, we will prioritize upper classmen and those students who have proven histories with other landlords. The selection process will consist of:

- Interview – The leasing team will screen candidates based on an interview in which we will seek to understand their housing history in Durham.
- Candidates considering Madbury Commons will be exposed to the policies and procedures for Madbury Commons in advance of signing a lease.
- Landlord References – Students who have lived off campus or in other apartments will submit references that will be checked. Those students who have only lived in dorms may use a Resident Assistant as a reference.
- Co-signing Leases – a Parent or Guardian will cosign each lease on an individual student basis.
- No subletting will be allowed without Golden Goose Approval
- Overnight guests will be registered with Security

## Tenant Communications

The communication plan is designed to assure that communications are appropriate for our audience, both in format and style of communication. It is based on the principle that proactive and bidirectional communication with tenants is essential in assuring a healthy community environment. The communication plan also recognizes that people chose to communicate differently.

Thus, some communications will be “pushed” out when necessary to address incidental matters while other content will be omnipresent as reference. The centerpiece of the communication platform will be a web site set up for Madbury Commons residents. The website will be a communication hub that will contain the following information, but not limited to:

- Policies and procedures
- Local support available (i.e. medical, tailoring, dry cleaning)
- Food shopping and supplies availability
- Security policies and emergency procedures
- Instructions on how to use heat and appliances within the apartments
- Bicycle rules and procedures
- Parking options and rules
- Storage options
- Lease information, payment, schedules and obligations

In addition to the web site, we will build and maintain a contact database for student residents and parents. We will distribute communications by email/text anytime there is a need to disseminate information. Student residents will receive explicit communications reminding them of policies and procedures, move in/move out guidance and other event-driven communications.

We will also provide inbound phone numbers, emergency numbers and email support so our staff is always accessible to our residents.

We plan to coordinate with local police, fire etc. to make sure we transmit messaging that reinforces Durham's agenda.

## Move In/Move Out Procedures

Careful coordination of the moving in and moving out procedures is essential to maintaining order and safety during these peak periods. Twice a year we will manage these events with extreme care and planning. The procedures will be built around the following concepts:

**Move in Timing:** Leases will allow students to move in anytime they wish except during the Peak Window – a 2 -3 day period in August right before the fall semester commences. This will encourage students to move in earlier and reduce demand during Peak Window.

**Staging within the Peak Window:** Students wishing to move during the Peak Window will be assigned to a “move in priority group”, similar to the way airlines manage onboarding. Students will only be permitted to access elevators and move in according to their group number. The staging of groups will be organized by building and floor to reduce congestion. The overall result will be that move in traffic will be more manageable when spread out across multiple days.

**Advance Shipping** – Golden Goose will coordinate and provide short-term storage for items shipped in advance. Services will be made available to deliver these items to a given apartment.

**Key Issuance:** Keys will be issued in advance of the moving activities to further reduce traffic and activity during the Peak window.

**Off-loading Belongings:** To avoid unnecessary traffic and bottlenecks, students may off load their belongings in the courtyard where they will be watched by Madbury Commons security staff. Large, wheeled move in carts will be provided to speed the move-in process. If possible, additional student help teams will be on site to help student carry their belongings into the buildings.

Cars will only be allowed to drop off belongings and not remain within Madbury Commons.

**Bicycles** will be registered in advance and placed in a bike rack so they won't enter the building.

**Providing Beds** – To reduce logistical challenges and to enhance efficiency, Golden Goose will provide bedframes or bed platforms in each bedroom. This will simplify the moving in process.

**Extra Staff Support** – Golden Goose will have additional staff present during these Peak Periods to support students and families.

**Move Out Procedures** – Moving out will follow similar procedures, except the stage process will be more natural due to the fluctuating end dates of Final Exams. The primary difference will be:

- Inspections – Prior to move out, each apartment will be inspected and documented in connection with the security deposit returns.
- Outstanding balances will be settled
- Relocation of possessions within Madbury Commons for the next semester can be facilitated and coordination with Summer storage options can be facilitated

**Dumpsters and Trash Removal** – During the move-out period special dumpsters will be provided to facilitate the post year cleanup. Students will be encouraged to utilize these dumpsters rather than to leave items randomly on the property.

## **Building and Site Security**

In the interest of maintaining a Class A commercial and residential facility GGC is committed to providing security and oversight on a 24 / 7 basis on Madbury Commons.

**On Site Security-** To act as a deterrent for bad behavior, Madbury Commons will have an onsite security office that will be staffed 24 / 7 by Madbury Commons personnel. The amount of personnel on staff may be increased depending on events and activities on and around campus during a particular time period. For example, GGC will increase presence when school is in session, during Thursday through Saturday nights and during events such as Homecoming and Halloween. GGC security personnel will work with the Durham Police Department and the University of New Hampshire Police Department with any requests the departments may require. Security personnel will go on routine rounds both outside and inside the two buildings to monitor tenant behavior. Additionally, all main security and fire systems will be fed directly into the security office for constant monitoring.

**Site Surveillance-** GGC will also maintain an on site motion activated video recording system that will help to deter vandalism, theft, and other unwanted activities. Cameras will be placed overlooking the public space, entranceways, courtyard, hallways, corridors, and other areas that additional oversight is needed. All cameras will feed back into the security office of Madbury Commons and to a DVR system.

**Building Access-** To control entry and access into the building the residential space located on floors two through five have a separate access through the courtyard. The security office is located in the main entrance for residents and each resident will have their own RFID key card assigned to them to unlock the main door. No remote door unlocking system, such as a “buzzer” will be installed; all residents will have to proceed to the first floor to have guests enter the building. All other stairwells are to be used for emergency egress purposes only, unless dictated otherwise. If a tenant loses a key card, the RFID will be wiped from the system and a new key card will be issued. The smaller southerly building will also have separate entrances for the residential units on floors two and three.

The commercial use on the first floor of the larger structure has its main access on Pettee Brook and a secondary access along Madbury Road. The Madbury Road entrance will have key card access only. The commercial space on the first floor will have a security system to detect and alert of any attempted break-in or vandalism.

**Fire Drills-** GGC will comply with all Federal, State, and Local Fire and Life Safety Regulations such as fire drills, appropriate signage, etc.

**Hall Monitors-** GGC may utilize residents, such as graduate students, as hall monitors for their floor, especially during events and weekends when a heightened security force is required.

**Police Details-** During specific events, such as move-in / move-out and homecoming / graduation, farmers markets, and other major events, GGC may liaise with Durham and other local municipalities to hire additional police for traffic direction and other oversight.

**See Community Rules For Further Security Measures**

## **Trash and Recycling Removal**

Due to the high density of students and commercial space on Madbury Commons GGC has developed a systematic approach in dealing with trash and recycling refuse removal.

**Trash Removal-** GGC will utilize an outside hauler to remove trash from the site during a normal operational basis. Trash pickup will occur seven days a week during the school year and shift to three days a week during the summer when the majority of students have left campus. The selected trash hauler will be required to clean up any debris left from the trash removal process. Trash removal will be scheduled for first thing in the morning in compliance with Durham Noise Ordinances. Multiple 55 gallon trash barrels and two-yard hand moveable dumpsters will be located in the trash room. Recyclable material will have separate designated containers.

During student move in / move out dates, GGC will contract for additional dumpsters onsite and will have the ability to call for multiple daily pickups.

Students will be responsible for bringing garbage down to the two climate controlled trash rooms located on the first floor. Building maintenance and cleaning personnel will be responsible for cleaning trash rooms.

**Recycling Removal-** GGC intends to use Durham Public Works for recycling removal and will directly coordinate with the Public Work's Department Head for scheduling removal.

**Litter Policing-** As an ongoing daily operating procedure, GGC personnel will police the entire site every morning for litter on the property. Litter policing will continue through the weekend. If culprits for littering can be determined fines in line with the offense will be imposed.



## Snow Removal

Residents, employees, and other community members will walk through the pedestrian boulevard year round. Therefore having a safe walking environment is an upmost concern for Madbury Commons, especially during the winter. The snow removal plan falls into three sections, in particular order:

1. **Pedestrian Walkways-** Due to the heavy foot traffic through the boulevard of Madbury Commons, snow removal from all side walks, patio areas, and the courtyard will be the top priority. Using shoveling and snow blowers, snow will be consolidated in various areas so that at the storms end it may be quickly removed from the site. Sanding and salting of pedestrian ways will also occur directly after the removal of snow. However, specific attention in limiting the use of salt and other ice removal products will be given near the brook patio.
2. **Boulevard and Parking Area-** Snow in the main boulevard and parking spaces will be plowed and consolidated towards the rear of the paved area towards Pettee Brook. Immediately thereafter, the snow will be loaded into trucks and removed from the site. The property management team will make the decision on when snow removal / parking bans would be in effect.
3. **Second Roadway-** The third priority of snow removal will occur in the second roadway. Snow will be plowed towards the loading dock at the rear of the roadway and will be loaded into trucks and removed from the site.

GGC will determine on an ongoing basis at what times snow removal should occur and how often during a particular storm but will maintain the mindset that walkways and patio areas are the highest priority.

## Onsite Parking Management

Madbury Commons has a limited amount of onsite parking and all onsite vehicular parking spaces are designated for commercial uses of the property.

**Vehicle Parking-** Of the seventeen-onsite vehicle parking spaces, eight will be directly controlled and managed by the IOL. Those eight spaces, located closest towards Pettee Brook, will have signage designating them for IOL use only. The remaining nine spaces will be managed by GGC. These spaces will subsequently be designated to the other businesses located in the smaller southerly building and the GGC leasing office. Non patrons of the commercial tenants will be explicitly prohibited from parking in the courtyard during business and retail hours. Vehicles parked in the nine spaces longer than two hours will be subject to towing. Signage of these policies will be clearly shown and strictly enforced.

**Overnight parking-** GGC at its sole discretion in coordination with its commercial tenants may allow overnight parking for visitors of the complex. A strict tow policy will be enforced if cars are not removed from the boulevard by 7:30 AM during weekdays.

**Weekend Parking-** Unless otherwise indicated by the businesses leasing the spaces in Madbury Commons, weekend parking will be allowed to residents of the complex and the town for utilization of Durham’s Downtown amenities.

**Moped Parking-** A concrete Moped Pad will be constructed near the southern building on the Pette Brook side. This Moped Pad will be used for customers visiting the businesses onsite. The same parking rules stated above for vehicles will be enforced.

**Off-Site Parking** –Student residents of Madbury Court will have access to satellite parking lots that are a short walk or shuttle bus ride. We intend to incorporate this option into the leasing program.

## **Bicycle Management**

GGC intends for Madbury Commons to be an extremely bicycle friendly environment. Through the following policies and amenities we hope to encourage the residents, employees, and community members to use bicycles. An estimated total of 135 bike storage spaces are initially contemplated.

**Interior Bike Storage-** Madbury Commons will offer approximately seventy-five indoor bike storage spaces for residents of the complex and employees of the onsite businesses. This area is located off of the main lobby in northern building. Tenants who wish to utilize the interior bike storage area will be assigned a space on a first come first serve basis and be given access to the room through the use of their RFID card.

**Covered Bike Storage-** Located under an overhang on the northern building near the proposed entrance of the IOL, Madbury Commons has covered bike storage. Twenty bike storage spaces are currently proposed and the ability to expand up to a total of sixty covered spaces is possible. Residents and visitors can utilize this bicycle storage area.

**Uncovered Bike Storage-** Two uncovered bicycle storage areas are contemplated on Madbury Commons. Both storage areas are located on the Madbury Road side of the site, one towards the northern building and the other towards the southern building. A total of forty spaces are provided with these two bicycle racks. These spaces are intended for visitors of the commercial businesses and residences and not for long-term storage. GGC at its discretion may remove bicycles that remain unattended for long periods of time. If additional outside storage capacity is needed GGC can supplement current capacity with additional bike racks on an as needed basis.

Bike owners will be responsible for the security and weather protection of their bicycles that are racked at Madbury Commons.

## **Landscaping Maintenance**

To facilitate a vibrant and welcoming public space for residents of the complex and community members GGC will maintain landscaping and street furniture with attention to detail. Currently, GGC intends to utilize a professional landscaping company for maintenance. Items of particular concern are the following:

- 1. Paver Maintenance-** Pavers damaged during the winter months will quickly be replaced. All other recommended maintenance activities for pervious pavers will be administered.

- 2. Pervious Pavement Maintenance-** All pervious pavement on site will be vacuumed annually to remove any debris located within the pours. All other recommended maintenance activities will be administered.
- 3. Street Furniture Maintenance-** All onsite permanent street furniture and fixtures will be maintained on an annual basis. Furniture and fixtures that are broken will be replaced in a timely manner.
- 4. General Greenery Maintenance-** All trees and landscaping will be maintained using a best management practices system.
- 5. Storm Water Retention Pond Maintenance-** All storm water management systems and the retention pond will be maintained using best practices. This process will be completed through a 3<sup>rd</sup> party contractor and be administered by a licensed civil engineer.

## **Building Maintenance**

Building Maintenance is important, not only to keep the property in good working order but also to ensure that residents have respect for the facility and the complex adds value to the community. To preserve the image and foster respect for the property, GGC considers general upkeep one of its highest priorities. The property management team will have a systematic approach in dealing with building maintenance and pay specific attention to certain items during unit turnover. The general systematic approach for maintenance is made up of ongoing manufacture recommended upkeep, inspections, and timely repair of damaged items.

Madbury Common's will have maintenance personnel on staff and a variety of 3<sup>rd</sup> party contractors to facilitate ongoing maintenance of the buildings. GGC views maintenance in five separate components:

- 1. Emergency Maintenance-** GGC will always have personnel on call 24/7 for maintenance emergencies that arise. GGC will furnish to each tenant and business contact numbers to get in touch with property management during non-business hours.
- 2. Major Mechanical Systems-** GGC will contract with various 3<sup>rd</sup> party contractors for maintenance and repair of major systems such as HVAC, fire alarm, electric, etc.
- 3. Exterior Maintenance-** Separate from grounds keeping GGC will follow a systematic approach to inspecting and repairing all exterior items on both buildings. Additionally, maintenance personnel will implement manufacture recommended upkeep to roofs, windows, solar panels, etc.
- 4. Interior Maintenance Common Areas-** Property management will conduct daily walkthroughs of all common areas, such as hallways, lobbies, stairs towers, etc. to inspect areas that are in need of repair. Additionally, maintenance personnel will implement manufacture recommended upkeep to fire doors, stairs wells, lighting etc.

5. **Interior Maintenance Residential Units-** During the twelve-month lease cycle for the residential units building maintenance will inspect them at least three times a year.
- a. **Prior to occupancy-** before the unit is occupied by a new tenant management will ensure that the unit is in full working order.
  - b. **Mid lease cycle-** during the Holiday break each unit will be inspected so that damage can be annotated and repaired.
  - c. **Prior to move out-** before tenants vacate the premise at the end of their lease term an inspection will occur to note any damage.
6. **Break/Fix-** A work order process will be instituted to prioritize, escalate as needed and respond to repair /service issues, such as plumbing, electrical and appliance failures. GGC will track and monitor work in process to assure prompt response. Routine repairs will be provided by GGC while extraordinary problems caused by tenants will be charged to the tenant or apartment unit.

## Mail and Deliveries

**Residential Delivery-** All residential mail will be delivered to a common mailroom located in the lobby of the northerly building. All packages that are delivered by UPS, Fed Ex, etc. and items too large to fit into a unit's mailbox will be kept at the leasing office and the tenant notified to pickup the package.

**Commercial Delivery-** All commercial mail and packages will be delivered directly to the business. All major deliveries that involve the use of the loading dock located on the northern side of the northern building will need to be noticed to property management for coordination.

# Appendix

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## LEASE AGREEMENT

### MADBURY COMMONS

#### LEASE SUMMARY:

**Apartment Community:** 17 Madbury Road, Durham, NH 03824 (**"Community"**)

**Landlord's Agent:** GP Madbury 17, LLC, 17 Madbury Road, Leasing Office, Durham, NH 03824 (**"us", "we", "our" or "Landlord"**)

**Resident:** \_\_\_\_\_  
(**"Tenant" "Resident" or "you"**)

Apartment \_\_\_\_\_

**Starting Date** of Lease Term: **June** \_\_\_\_, 20XX

**Ending Date** of Lease Term: **May** \_\_\_\_, 20XX

Each monthly Rent Installment is comprised of:

Apartment Rent \$ \_\_\_\_\_

Each installment for parking is:

Parking \* \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

\* One installment for year or one (1) installment per semester.

Your total Rent for the Lease Term is \$ \_\_\_\_\_. It is payable in one installment on June 1, 20XX; or in two equal installments on June 1, 20XX and January 1, 20XX; or in four equal installments on June 1, 20XX, September 1, 20XX, December 1, 20XX and March 1, 20XX; or in twelve equal installments on the 1<sup>st</sup> day of each month commencing June 1, 20XX. **You have selected the following Rent Installment plan:**

<u>Rent Installment Due</u>	<u>Amount</u>
June 1, 20XX	\$ _____
July 1, 20XX	\$ _____
August 1, 20XX	\$ _____
September 1, 20XX	\$ _____

October 1, 20XX	\$ _____
November 1, 20XX	\$ _____
December 1, 20XX	\$ _____
January 1, 20XX	\$ _____
February 1, 20XX	\$ _____
March 1, 20XX	\$ _____
April 1, 20XX	\$ _____
May 1, 20XX	\$ _____

**1. LEASED PREMISES AND LEASE TERM.** This Lease entitles you to occupy one multi-bedroom apartment (the “Apartment”), together with the other residents of the Apartment. In addition, you have the right to the non-exclusive use of those areas of the Community to which all residents have general access. **Only you and other residents of your Apartment are permitted to have any method of access to your Apartment.**

The Lease Term begins on the Starting Date and terminates on the Ending Date. **This is not a 12-month lease.** The rent payment option of 12 equal monthly installments is offered for your convenience only, and does not relate to the Lease Term.

The Lease does not automatically renew on any basis or for any reason. **If you do not renew your Lease within the time frame prescribed by us, your Apartment may be leased to another person upon expiration of your Lease, without notice to you.** You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, change in “student” status, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for

involuntary military service. You may not occupy your Apartment until the Starting Date and the Lease and any required guaranty or other documents have been completely executed and delivered to us. If we determine, in our sole discretion, that an Apartment is not available for occupancy by you on the Starting Date of the Lease Term, you are excused from paying Rent under the Lease for that period of time from the Starting Date of the Lease Term until an Apartment is available for your occupancy. Thereafter, if your Apartment cannot be occupied, we will proceed as described in Paragraph 11 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Apartment to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.**

**2. DESCRIPTION.** This Lease is between you and us. We agree to lease to you and you agree to lease from us, the following:

- a. Your use of the Apartment together with other residents of the Apartment;
- b. Together with the other residents of the Community, your joint use of those areas of the Community to which all residents have general access; and
- c. Your joint use of the mail box that is assigned to you by us (the “Mail Box”). If the Postmaster serving the Community has instituted (or begins to institute during the Lease) “single drop delivery,” your mail will be placed in the Mail Box, but we assume no liability for loss or delays in delivery and/or failure of delivery.

**3. RENT AND ADDITIONAL CHARGES.** You will pay us each “Rent Installment” shown in the Lease Summary on or before the 1<sup>st</sup> day of each month in which it is due, without any demand from us for payment. Each Rent Installment is payable at our address indicated in the Lease Summary (or such other place of which you are notified by us). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent

payable under this Lease by any of your costs or damages against us.

You hereby authorize us to convert your rent check into an electronic item. The electronic payment will be for the amount indicated on your check and may be withdrawn from your bank account on the same day that your check is received. Your check will not be returned by the financial institution but instead may appear under the "Electronic Items" section on your bank statement.

If your Rent is not paid by midnight on the third (3<sup>rd</sup>) day of the month, your Rent is late and you will be charged an additional late charge as indicated on the Fee Schedule attached to the Lease per day for each day after the 3<sup>rd</sup> day of the month that the Rent Installment or any part of it remains unpaid. Cash or postdated checks will not be accepted.

**4. APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner; first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent.

**5. UTILITIES.** We agree to furnish tv, cable, heat, water, sewer, and trash and recycling removal from collection points. You must separately obtain local and long distance phone service. If we detect or suspect your abuse or waste of any utilities for your Apartment which are paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in your Rent and after the date of such notice, you are required to pay the higher charge.

All utilities may be used only for normal household purposes and must not be wasted. Roommates are jointly and severally liable for utilities, other than the utilities we have agreed to provide.

**We will not be liable for any interruption, surge or failure of utility, cable TV, or internet services to your Apartment or for any damage directly or indirectly caused by any such interruption, surge or failure.**

**6. DAMAGES.** You are liable under the Lease for all damages resulting from violations of the provisions of the Lease. Such damages include, but are not limited to, the cost of labor and materials for cleaning and repairs over and above "normal wear and tear" to the Apartment and/or the common areas of the Community caused by you and/or your guests and invitees, and the amount of delinquent Rent Installments and late charges, fees and other fines for which you are liable. We are permitted under the Lease to inspect your Apartment from time to time at our sole discretion for the purpose of determining any physical damage thereto. If any such damage is detected, you will be notified of the cost to repair same, and such amount must be deposited with us within ten (10) days of such notice. You, together with the other residents of the Apartment, are jointly solely liable for damages to the Apartment.

**7. RELOCATION.** It is understood that the Apartment contains other bedrooms in which other residents will reside. We have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom. **For purposes of operating efficiency, we reserve the right, in our sole discretion, upon twenty (20) days advance written notice, to relocate you to another apartment unit in the Community.** In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee in the

amount shown in the Community Rules must be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights or consent to any future relocation.

**8. FIXTURES AND EQUIPMENT.** You assume full responsibility for fixtures and equipment furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you received them, reasonable wear and tear excepted. You will not remove our fixtures and/or equipment from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to fixtures and equipment.

**9. RIGHT OF ENTRY.** We have the right, as do our agents, to enter the Apartment at all reasonable times upon reasonable notice (or at any time in the event of an emergency, without notice to you and without your consent), to inspect, remodel, repair, maintain and protect the Apartment as we see fit, in our sole discretion. Further, we have the right to enter the Apartment at all reasonable times upon reasonable notice to show the Apartment to prospective tenants, purchasers or representatives of insurance or lending institutions. You may not change any locks.

**10. HOLD HARMLESS NOTICE AND ACKNOWLEDGEMENT.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Apartment or the Community. You agree to indemnify and hold us harmless from all claims, costs, and expenses arising from injury to you or any of your guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. **You have the responsibility to protect yourself and to maintain appropriate insurance to protect you and your belongings.**

**We strongly recommend that you secure property insurance covering your personal property located in the Apartment, and personal liability insurance covering your actions. No security systems exist within the dwelling units.**

**11. UNAVAILABILITY; DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Apartment should become unavailable for any reason or unlivable during the Lease Term because of damage or destruction by fire or other casualty, or for any other cause beyond our control, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and if necessary, repair and restore your Apartment. In the event of such unavailability, or damage or destruction to your Apartment, your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with non-exclusive use of another apartment within the Community or reasonable similar accommodation.

**12. DEFAULT.** You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed as directed by this Lease;
- b. You provide access or a method of access to your Apartment to any other person;
- c. You or your guest violates this Lease or any addendum to it, the Community Rules, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- e. You fail to move into your Apartment after completion of all required documentation, or if you abandon or apparently abandon your Apartment (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Apartment);



- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in the Apartment (whether or not we can establish possession);
- i. You fail to pay any charge when due after it is levied in accordance with this Lease;
- j. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- k. You keep any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in the Apartment.

**13. REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- c. Terminate the Lease and your right to occupy the Apartment and institute an action for eviction;
- d. Terminate your right to occupy the Apartment and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Apartment;
- e. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- f. Report all violations to credit reporting agencies; and
- g. Do any combination of a, b, c, d, e or f.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

**14. COMMUNITY RULES.** You agree to comply with all Community Rules which you acknowledge were provided to you on the date of this Lease, as such Community Rules may be amended from time to time by us ("**Community Rules**"). These Community Rules are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Community Rules that we may make from time to time shall likewise be considered a part of this

Lease with the same force and effect as though written herein.

**15. CONDITION OF PREMISES.** Within 24 hours after you move in, you are required to notify us in writing of any defects or damages in the Apartment. Otherwise, the Apartment, and the fixtures and appliances the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF ANY ITEMS YOU NOTIFY US OF, YOU ACCEPT THE APARTMENT, AND THE FIXTURES AND APPLIANCES IN THE APARTMENT IN "AS IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE APARTMENT, AND THE FIXTURES AND APPLIANCES IN IN THE APARTMENT.** You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to appliances, doors, or windows, damage from windows or doors being left open and repairs or replacements to door latches and locks necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be jointly and severally liable for all damages to the Apartment. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage by your guests of any of the Community amenities and any of the systems or components located in the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

**16. RIGHT OF REFUSAL.** Until we have executed this Lease, we shall have the right to refuse to lease the Apartment to you for any reason whatsoever, provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

**17. TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. You will not move out of the Apartment or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your access to the Apartment by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

**18. YOUR DUTIES UPON TERMINATION.** When you leave, whether at or prior to the expiration of the Lease Term, the Apartment, including but not limited to the carpets, walls, window, and kitchen appliances in the Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in the Apartment after you leave or after the end of the Lease Term, the property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

**19. CONSENT TO JURISDICTION.** You consent to the jurisdiction of, and venue in any local or state court otherwise

having subject matter jurisdiction and located within Strafford County, New Hampshire.

**20. GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of New Hampshire. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

**21. SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**22. ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.

**23. ENTIRE AGREEMENT.** It is understood and agreed that this Lease, the Community Rules, the Application, along with all other attachments constitute the entire agreement between you and us. There are no other representations, agreements, or promises, oral or written. Your execution of this Lease and attached documents confirms that no oral promises, representations or agreements have been made to you by us or by any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and have no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

**24. GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "**we**" "**us**" or "**our**" shall mean the Landlord's agent designated in the Lease Summary. Any reference to "**you**" or "**your**" shall mean the undersigned resident of the leased Apartment and any Guarantor.

**25. HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

**26. ASSIGNMENT.** This Lease permits you, and only you, to live in the Apartment, together with other residents of the Apartment. You may occupy the Apartment as your private residence and for no other purpose. While you cannot lease any part of the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. An assignment fee must be paid by you prior to the assignment and the new resident must take possession of the Apartment before the assignment will be considered complete. (see Fee Schedule).

**27. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

**28. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights

under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender assumes all rights under this lease agreement. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders or their assignee(s) takes over ownership of the Community, you agree that you will then be a tenant of that lender or its assignee and will accept and recognize any such lender or assignee as the "Landlord" under this Lease, and in such case, every reference to "Landlord" in this Lease shall apply with equal force to such lender or its assignee.

**29. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

**30. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

**31. HOLDING OVER.** If you still occupy the Apartment past the Ending Date of the Lease Term or the date on which you are notified to vacate the Apartment, then you will be required to pay holdover rent in the amount shown on the Fee Schedule, along with all other amounts that you owe us. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of the Apartment and damages from you.

**32. NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will

only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by regular mail, email or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents. It is your obligation to provide us with your current email address.

**33 PARKING.** A limited number of parking permits for parking ("**Parking**") will be available for Residents of the Community on a first come, first served basis. An annual or semester charge for Parking in the amount shown in this Lease must be paid with your regular Rent Installments. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. Any Resident parking in the Community without a current parking permit will be subject to towing at Resident's sole expense. No visitor parking is permitted on Community property

IN WITNESS WHEREOF, the undersigned have executed this Lease.

**RESIDENT:**

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Resident's Signature

Date: \_\_\_\_\_

**LANDLORD'S AGENT:**

**GP MADBURY 17, LLC**

By: \_\_\_\_\_

Signature of Landlord's agent

Date: \_\_\_\_\_

**17 MADBURY ROAD APARTMENTS ("Community")**

**PARENTAL OR SPONSOR GUARANTY**

In consideration for, and as an inducement to us in making the Lease with the Resident named below, and for other good and valuable consideration, the receipt and sufficiency of which you understand, Guarantor guarantees absolutely and unconditionally, jointly and severally, to us the full performance and observance of all the agreements and conditions of the Lease, and of any amended, revised or continued lease, to be performed and observed by you, including, but not limited to, the payment of Rent and other amounts payable by you to us, and expressly waives demand, notice of protest, and notice of any changes, renewals, modifications, or default by you. Guarantor waives each and every notice to which Guarantor might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you. This is a guaranty of payment and not of collection and Guarantor's liability is primary and not secondary. This Guaranty shall apply to the term granted by the Lease, any extension or renewal thereof and to any holdover term following the term granted by the Lease or any extension or renewal thereof. As used in this Guaranty, the term "You" shall also include (i) any party or parties named or defined as such in the Lease, (ii) any and all successors, assigns, and (iii) all other persons and entities claiming by, through or under you. When the term "**Guarantor**" includes more than one person, each such person shall be jointly and severally liable for all of the obligations of Guarantor under this Guaranty. Each such person waives any right to require us to enforce this Guaranty against any other person(s). The liability of each person under this Guaranty shall continue in full force and effect notwithstanding the death, incapacity, disability or bankruptcy of any other person(s) or the release or discharge (whether by agreement, operation of law, or otherwise) of any other person(s). Each person signing this Guaranty waives any rights that he/she might otherwise have under any law of New Hampshire or corresponding future statute or rule of law by reason of any release of fewer than all persons that signed this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by us, including our reasonable attorney's fees, in addition to any amounts awarded to us in such action. Guarantor consents to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within Strafford County, New Hampshire.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty on \_\_\_\_\_, 20\_\_\_\_.

GUARANTOR:

\_\_\_\_\_

SIGNATURE OF GUARANTOR

\_\_\_\_\_

\_\_\_\_\_

NAME OF RESIDENT

\_\_\_\_\_

PRINTED NAME OF GUARANTOR

GUARANTOR RELATIONSHIP TO RESIDENT

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GUARANTOR'S BILLING ADDRESS CITY/STATE/ZIP CODE

GUARANTOR'S TELEPHONE NUMBER

---

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GUARANTOR'S SOCIAL SECURITY NUMBER

GUARANTOR'S EMAIL ADDRESS

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GUARANTOR'S DATE OF BIRTH

GUARANTOR'S DRIVER'S LICENSE NUMBER

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**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ (unless copy of Driver's License or government photo I.D. is attached)

COUNTY OF \_\_\_\_\_

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, \_\_\_\_\_, whose name is signed to the foregoing instrument, and who is known to me, to be satisfactorily proven to be the person who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(NOTORIAL SEAL)

\_\_\_\_\_

NOTARY PUBLIC

My commission expires: \_\_\_\_\_



## COMMUNITY RULES

### MADBURY COMMONS

#### ("Community")

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these **"Community Rules"** for the purpose of preserving the welfare, safety, and convenience of tenants in the Community, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Community Rules may be deemed a default by you, of your Lease, and may result in termination of your Lease. Defined terms are the same as in the Lease.

#### YOUR APARTMENT

appliances, space heaters, Christmas trees, faux fireplaces, freezers, grills or any other type of device which could in any way create a fire hazard.

1. You are not permitted to display any signage of any kind in the windows.
2. Garments, rugs, pennants or other items are not permitted to be hung from the windows or other exterior area of an Apartment.
3. You are not permitted to distribute, post or hang any signs, notices, or advertisements in any portion of the Community.
4. Welcome mats may be placed in front of the doors, but rugs or carpet remnants are not permitted.
5. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved. No electrical or telephone wiring may be installed within the Apartment. Exterior television or radio antennas or satellite dishes of any size are strictly prohibited.
6. You are not permitted to use or bring into your Apartment any of the following items or devices: small appliances, space heaters, Christmas trees, faux fireplaces, freezers, grills or any other type of device which could in any way create a fire hazard.
7. Door locks may only be changed by the managing agent of the Community. A fee will be assessed for all apartment key, fob or card replacements, and a fee will be assessed for all mailbox key replacements. (See the attached Fee Schedule).
8. You are not permitted to modify the ceilings, floors, walls, shelves, closets, bathroom accessories (i.e. towel rods, etc.), or cabinetry of the Apartment. Painting of walls is not permitted.
9. If your Apartment contains an overhead sprinkler system, you need to be careful not to trigger the overhead sprinkler system. A simple depression of the sprinkler head could result in a total draining of water from the system. Additionally, you are not permitted to hang any object from the sprinkler head as this may also trigger and/or damage the system. We are not responsible for any damages incurred to any resident's property from such situations. We strongly urge that you obtain a renter's insurance policy.
10. No pets are permitted in or on the Community, with the exception of guide or medically required animals. Guide or medically required animals are permitted only upon

your submittal of a signed and notarized statement, on our form, from your personal medical doctor. If a pet is found in your Apartment, the following shall apply to the violation to the Community pet policy. On the first violation, a written warning will be issued to remove the pet and a fine in accordance with the attached Fee Schedule will be imposed, which is due and payable upon delivery of the written warning. This fine is in addition to any damages to our property that may have been caused by the pet. At a minimum, in the event of the presence of a pet, you will be charged with the replacement of the carpeting in the Apartment. If you do not remove the pet immediately, or if a second violation is observed, a 7 day notice of non-compliance will be imposed against you and/or at our option, we may declare you in violation of your Lease and seek such remedies that are available to us thereunder, including eviction.

and/or, at our option, we may declare you in violation of your Lease and seek such remedies as are available to us.

Additionally, if the Community is fined as a result of a violation of current or future noise disturbance ordinances levied by the local police or sheriff's departments, these fines will be passed on to the appropriate resident or residents that were deemed to be the cause of the noise disturbance and resulting fines.

11. Other than the other residents of your Apartment, no other person is permitted to reside there or to have access to the Apartment.
12. For emergency maintenance requests outside normal business hours, call us immediately and the recorded message will provide directions to contact a property employee.
13. Call Emergency 911 in case of fire or other life-threatening situations. Emergencies are considered to be any situation that places life or property in jeopardy and requires immediate attention.
14. Neither you nor your guests can make or permit to be made any loud, disturbing or objectionable noises. Musical instruments, radios, audio equipment, television sets, amplifiers and other instruments or devices cannot be used or played in such a manner which may constitute a nuisance or which disturbs other residents. Accordingly, the following shall apply to complaints concerning you or your guest's violation of this rule:

1<sup>st</sup> Complaint: A written warning will be issued.

2<sup>nd</sup> Complaint: A fine will be imposed per the Fee Schedule and is due and payable on delivery of the second notice

15. Neither you nor your guests can use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
16. We have the right to exclude guests or others who, in our sole judgment, have been violating the law, violating your Lease or any of the Community Rules or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any Common Area, a person who refuses to or cannot properly identify himself or herself as your guest. Law enforcement also has the right to exclude guests or issue a criminal trespass warning or ticket.
17. Neither you nor your guests are allowed to engage in any of the following prohibited activities:

Loud or obnoxious conduct;

Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community;

Possessing, selling or manufacturing illegal drugs and/or drug paraphernalia;

Engaging in or threatening violence;

Possessing a weapon;

- Discharging a firearm in the Apartment Community;
- Displaying a gun, knife or other weapon in the Apartment Community in a threatening manner;
- Soliciting business or contributions;
- Operating a business or child-care service within the Apartment Community or Apartment.
- Storing anything in closets having gas appliances;
- Tampering with utilities;
- Bringing hazardous materials into the Apartment Community.
- Using candles, incense or kerosene lamps.
- Using additional small appliances, including freezers, Christmas trees, or space heaters, without first being approved by the Property Manager.

18. You and your roommates are responsible for the placement of trash within typical trash bags that can be purchased at any typical retail outlet (i.e. Walmart or like retailer). You will then place the full bags of trash, securely tied, in the designated receptacle as indicated to you by property management. If the trash is not properly placed in the designated receptacle, a warning or fine per bag or item may be imposed. Reported violations will be treated as a breach of your Lease.

Larger items must be placed by you directly into one of the on-site dumpsters.

### **COMMUNITY COMMON AREAS**

19. Bicycles and other personal property cannot be parked or left outside an apartment building except on any bicycle racks that we provide. You cannot hang your bicycles from the walls or ceilings of the Apartments.
20. For your safety, team sports such as football, baseball, kickball, soccer, dodge ball, etc. are not permitted to be played in interior hallways and breezeways or parking areas.

### **SAFETY**

21. Residents must comply with all applicable local, state and federal ordinances, rules, regulations, statutes and laws.

22. You are subject to the following fire safety rules:

- All other grills or hibachis are prohibited unless provided by the Community for Residential use. You are responsible for any damage caused by violation of this rule by you or your guests (i.e. persons allowed on the premises with your consent, whether you revoke that consent or not). Any fines imposed upon the property as a result of Resident's violation of this policy will be charged back to the Resident or Residents of the Apartment.
- You cannot store or park any gasoline, diesel or gas-fueled vehicle, motorcycle, moped or other similar vehicle in any common area or in any interior hallways or breezeways or in your Apartment.
- You must not disable, tamper with, interfere with or damage any fire or smoke alarm equipment, sprinkler heads and/or security cameras. Management will prosecute anyone that is caught tampering with any alarm equipment, sprinkler equipment or security cameras to the fullest extent of the law.

23. In case of fire or any other life-threatening situation, call emergency 911. Emergencies are considered any situation that places life or property in jeopardy and requires immediate attention.

### **VEHICLES, PARKING AND TOWING**

24. Speed. Vehicles in use in the Community may not exceed a speed of 15 miles per hour.

25. Repairs and Washing. Repair or washing of vehicles on the property is prohibited.

26. Towing. You cannot have more than one (1) vehicle in the Community. If a vehicle is improperly parked, it is subject to being towed away at its owner's expense and sole risk.

27. Resident Parking Decals. If you decide to park a vehicle on-site, we will provide you with a vehicle Parking Decal for a monthly fee. Only one (1) Parking Decal will be issued per resident. Place it in the lower left hand corner (driver's side) of the rear windshield of your vehicle. A fee will be charged to replace the vehicle Parking Decal.

28. Visitor Parking. Visitor parking is not permitted

29. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles, inoperable vehicles of any kind, boats or similar equipment or vehicles cannot remain on any area of the Community except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as larger than a standard size pick-up truck or van (i.e. dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (i.e., taxis, mini-buses, buses, limousines, tractor-trailers, etc.). The following vehicles are also subject to being towed:

- Any vehicle parked, stored, or situated anywhere within the Community, except in a space specifically designated for parking.
- Any inoperable vehicle, whether or not parked in a designated parking space.
- Any vehicle parked in such a manner as to occupy more than one marked parking space.
- Any vehicle parked along a curb.
- Any vehicle parked on the grass.

30. We can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. We can remove any of these "vehicles" which are illegally parked, and have them towed away. A vehicle is prohibited in the Apartment Community if it:

- Has flat tires or other conditions rendering it inoperable;
- Has an expired license of inspection sticker (where applicable);
- Takes up more than one parking space;
- Belongs to a Resident who has moved out of his/her Apartment or has been evicted;
- Is parked in a Marked "Parking by Disabled Permit Only" space without the required insignia;
- Blocks another vehicle;
- Is parked in a fire lane, on a curb, in the grass, or another designated "No Parking Area" or is parked in a space marked for or assigned to another Resident or Apartment, if applicable.

31. Any vehicle parked on-site without a Parking Decal may be towed, without notice to the owner or operator of the vehicle, and at the risk and expense of the owner and operator of the vehicle, but only as authorized by law.

32. Resident understands and acknowledges that it is their responsibility to advise any of their invitees to the Community of the proper manner of parking for their vehicles, and Resident agrees to determine in each case that they have complied therewith. Resident further agrees to indemnify and hold Landlord harmless for any claims by Resident's invitees for the towing of their vehicles for violation of these rules.

#### **US MAIL AND PRIVATE COURIER DELIVERY SERVICES.**

33. Your incoming mail must be addressed as shown on the following example:

John J. Smith

17 Madbury Road, Apt. \_\_\_\_\_

Durham, NH 03824

## SAFETY ACKNOWLEDGEMENT AND RELEASE

39. By Execution of the Lease, you agree as follows:

34. The incoming mail for the Community is delivered to the Community by the UNITED STATES POSTAL SERVICE (USPS), and placed in the individual apartment mailboxes by the USPS (or by us if USPS has adopted single point delivery). You are able to access your apartment mail cube by the mail key issued to you. If a piece of mail is too large to fit in your mail cube, the USPS will place a note in your mailbox regarding pick up.

35. Accountable Mail is mail that requires a signature for delivery and acceptance, such as Certified or Registered Mail. You will receive a notice in your mail cube that you have some form of accountable mail. It will be your responsibility to take the notice and retrieve your mail in person at the postal service center located at:

Durham Post Office

2 Madbury Road

Durham, NH 03824

36. Your outgoing mail must be deposited in the OUTGOING MAIL SLOT located in the mail kiosk. If you have mail that is larger than the outgoing mail slot, you must take it to a postal service center.

37. In order to have your mail forwarded upon your departure (lease termination) from the Community, you must provide the USPS with a completed Forwarding Instruction Form (FIF) which will be supplied to you by the USPS.

38. The Community will not accept packages from commercial delivery services (UPS, Federal Express, etc.).

- You will, upon Move-In, inspect your Bedroom and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the premises are adequate and in good working order.
- You understand that we cannot guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on us to continue to furnish them. **We assume no responsibility for security except to proceed with diligence or to repair any safety systems after you have given us written notice of their malfunction.**
- You must understand that any personnel or any mechanical or electronic devices that we are providing cannot be relied upon by you as working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime.
- Employee absenteeism, weather, vandalism and other factors often cause mechanical and electronic systems not to function as intended. Accordingly, you hereby release us from any claim whatsoever with respect to any personal injury or personal property damage with regard to safety issues, it being understood that one of such persons or entities are insurers of your safety or that of your personal property in the Apartment Community.

- **PLEASE CALL POLICE OR EMERGENCY FIRE RESCUE OFFICIALS FIRST IF TROUBLE OCCURS OR IF A POTENTIAL CRIME IS SUSPECTED.**

**Resident**

**MISCELLANEOUS**

40. You are required to comply with all of the requirements set forth in these Policies & Guidelines. We have the right to add to, delete from or amend the Policies & Guidelines from time to time, as we deem necessary. Any changes to these Policies & Guidelines will be effective and a part of your Lease, when they have been delivered to you or posted in a public area of the Apartment Community used for such purposes. Our interpretation of all Apartment Community Policies and Guidelines is final. You are responsible for your guest's compliance with all Policies & Guidelines. We will use reasonable effort to have all Residents and other persons comply with the Policies & Guidelines, but we will not be responsible to you if we fail to cause compliance by any person(s).

\_\_\_\_\_

Print Name

\_\_\_\_\_

Resident's Signature

Date: \_\_\_\_\_

## 17 MADBURY ROAD APARTMENTS FEE SCHEDULE

Surface Parking                      One (1) installment of \$650 for the Lease Term  
One (1) installment of \$\_\_\_\_\_ for each semester

Replace Apartment Key              \$\_\_\_\_\_

Replace "Lock-Out" Key            \$\_\_\_\_\_

Replace Mailbox Key                \$\_\_\_\_\_

Replace Parking Decal              \$\_\_\_\_\_

Lock-out Fee                         \$\_\_\_\_\_

Excessive Noise                    \$\_\_\_\_\_ after 1<sup>st</sup> notice

Unauthorized Pet Fee              \$\_\_\_\_\_

Returned Check (NSF)            \$\_\_\_\_\_ per check

Late Rent, fines    \$\_\_ per day after 3rd day following due date

Tampering with fire/smoke alarm equipment, sprinkler heads , or bringing any gas fueled vehicle or apparatus into an Apartment.

1<sup>st</sup> offense                              \$\_\_\_\_\_

2<sup>nd</sup> offense                             eviction

Damage Caused by Resident Negligence or Intentional Conduct

Cost of labor at \$\_\_\_\_\_ per hour, plus materials (\$\_\_ minimum)

Holdover Rent                      \$\_\_ per day

**Resident**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Resident's Signature

Date: \_\_\_\_\_



## APPLICATION

### MADBURY COMMONS

#### APPLICANT INFORMATION

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Full Legal Name: First      Middle      Last      Suffix

---

Current Street Address

---

Phone Number:

---

If you have not lived at your current address for 12 months,  
indicate additional information. Prior address:

---

City, State, Zip

---

Are you a U.S. Citizen      ☐ Yes      ☐ No

Social Security Number: 

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#### APPLICANT IDENTIFICATION

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☐ Student ID

☐ Drivers License or ☐ State issued ID card

# 

---

 State 

---

Date of Birth (mm/dd/yyyy)

---

Email Address: 

---

Gender    ☐ Male      ☐ Female

Physical Description

Height 

---

      Weight 

---

Eye Color 

---

 Hair Color 

---

Classification when lease term begins:

☐ Freshman

☐ Sophomore

☐ Junior

☐ Senior

☐ Graduate

#### APPLICATION AND ADMINISTRATIVE PROCESSING FEES

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In order to process your application and prepare your lease document, you agree to pay the following fees when you submit the Application for review:

Application Fee: \$\_\_ (non-refundable)

Administrative Processing Fee: \$\_\_\_ (non-refundable)

Security Deposit: \$\_\_\_

## AUTHORIZATION

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I authorize Madbury Commons to verify the above information by all available means.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## CANCELLATION POLICY

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You may, in writing, cancel this Application within forty-eight (48) hours after the date of this Application (the "Cancellation Date") unless you have taken possession of the Premises.

If you give us **written** notice of your cancellation on or before the Cancellation Date, we will refund to you the Administrative Processing Fee (but not the Application Fee). If you cancel after the Cancellation Date, you will be in violation of the lease and responsible for the entire lease term. **We may retain your funds and apply them to any amounts you owe under the lease.**

After the Cancellation Date, we have the right to terminate the lease if, for any reason, we later reject this Application or any guaranty. In such a case we will refund the Administrative Processing Fee (but not the Application Fee).

**Applicant's Initials** \_\_\_\_\_ **Landlord's Representative Initials** \_\_\_\_\_

## ACKNOWLEDGMENT

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You declare that all your statements on this Application are true and complete. By signing this application, you represent that you have never: 1) been arrested for a felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion; 2) been arrested for a felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that has not been resolved by any method. **You also represent that you are**

**enrolled in a degree program at a qualifying institution.** You authorize us to verify this information through all available means, including credit reports, consumer reports and rental history reports, but we're not required to verify or investigate any preliminary findings. If you've failed to answer any question or if you have given any false information, (1) we're entitled to reject this Application, (2) retain all processing fees and deposits as liquidated damages for our time and expense, and (3) terminate any right you have to lease the bedroom, or (4) if you have signed the Lease, it will be a violation of the Lease.

In any lawsuit relating to this Application, the prevailing party is entitled to recover attorney's fees and all other costs of litigation from the losing party. We reserve the right to furnish information to consumer reporting agencies and other rental housing owners about the performance of our residents on their Lease obligations. This information may be reported at any time and include both favorable and unfavorable information regarding your compliance with the Lease, the rules, and your financial obligations.

**Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

#### **GUARANTOR INFORMATION**

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Name: First      Middle      Last      Suffix

\_\_\_\_\_

Current Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **WORK INFORMATION**

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Present Employer: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Gross Monthly Income: \_\_\_\_\_

Other Additional Monthly Income: \_\_\_\_\_

**VEHICLE INFORMATION (List vehicle to be parked by you (including cars, trucks, motorcycles, etc.)**

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Color, make and model: \_\_\_\_\_ Year: \_\_\_\_\_ License # \_\_\_\_\_ State: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

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First Middle Last

Work Phone: \_\_\_\_\_

\_\_\_\_\_

Relationship: \_\_\_\_\_

Current Street Address

\_\_\_\_\_

Important medical information in case of emergency:

City, State, Zip

\_\_\_\_\_

Email Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Local doctor name and phone number: If you die or are seriously ill, missing, or in a jail or penitentiary according to an affidavit of the above person: we may allow the above person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If you are seriously ill or injured, you authorize us to send for an ambulance at your expense. We are not obligated to do so.

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**FOR OFFICE USE ONLY**

1. Apartment name or dwelling address (street, city): \_\_\_\_\_ Unit # or type: \_\_\_\_\_

2. Person accepting application: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

3. Personal processing application: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

4. Date that applicant or co-applicant was notified by ☐ telephone, ☐ letter or ☐ in person or ☐ acceptance or ☐ non-acceptance:

5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

\_\_\_\_\_

6. Name of owner's representative who notified above person(s):

\_\_\_\_\_