



RULES AND REGULATIONS OF APARTMENTS

DUTIES UPON COMMENCEMENT OF LEASE TERM

1. Tenant shall submit a move-in condition report within five (5) days of the commencement of lease term. Tenant acknowledges that if no condition report is submitted within the prescribed time period, that the Leased Premises will be deemed by Lessor to be in excellent condition and not in need of any repair.
2. Tenant shall receive one (1) apartment key and, if applicable, one (1) outside door key for each individual who has signed the Lease Contract. Tenant(s) shall receive one (1) mailbox key per apartment. Tenant shall pay all costs associated with the replacement of any key, including a \$15 administrative charge if applicable.
3. The Leased Premises has been furnished with light bulbs. Tenant is responsible for the replacement of all burned out or damaged light bulbs, and, if replacement bulbs are required upon vacating the premise, tenant will be assessed a fee for, if applicable, the replacement and installation of any such bulbs.
4. Tenant shall transfer all Tenant-paid utility accounts into their name effective on the date of the commencement of lease term.

TRASH AND RECYCLING

5. Use of dumpsters located upon the premises shall be limited exclusively to Tenants. Tenant shall dispose of only usual and customary household trash in dumpsters. Trash shall be deposited into the dumpster, and not placed next to or around the dumpster. Tenant shall not place appliances, bicycles, flammable items, furniture, wood, large items, or hazardous waste in the dumpster.
6. Tenant shall comply with all rules and regulations of the Town of Durham recycling, trash and other waste (Municipal Regulations). It shall be the responsibility of the Tenant to obtain and review such rules and regulations.
7. Tenant shall reimburse Lessor for any fees, costs and/or expenses resulting from a violation of such Municipal Regulations.

PARKING – RULES AND ASSUMPTION OF RISK RULES

8. PARKING IS AT THE RISK OF THE TENANT- Tenant shall park upon the premises at his or her own risk. Tenant assumes any and all risks reasonably associated with parking upon the Leased Premises, including but not limited to risk to self and property. Tenant shall indemnify and hold harmless Lessor for all losses, claims, demands, expenses, and judgments against Lessor caused by or arising out of, either directly or indirectly, any acts or omissions by Lessor. Tenant hereby agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, actions, causes of action, losses, damages, costs, and expenses, including court costs and attorney's fees, arising from or related to, wholly or in part, the use of the Premises.
9. PARKING RULES- Tenant may purchase a permit for one (1) parking space in an assigned lot. Tenant shall provide to Lessor with a copy of Tenant's driver's license, registration and certificate of insurance as a condition of receiving a parking permit. Parking permit fees are non-refundable or transferable.

Tenant shall comply with the following parking permit rules:

- A. Tenant shall only park in assigned lot;
 - B. Tenant shall display parking permit sticker in the area designated on the registered vehicle at all times;
 - C. Tenant shall not block or otherwise obstruct access to dumpsters located upon the premises;
 - D. Tenant shall not drive and/or park on lawn area or sidewalks;
 - E. Tenant shall not park inoperable and/or unregistered vehicles upon the premises;
 - F. Tenant shall not park trailers and/or boats upon the premises;
 - G. Tenant shall not repair, maintain and/or wash a vehicle of any kind in the parking area;
 - H. Tenant shall not unload or load a vehicle of any kind upon the lawn area or sidewalks;
 - I. Tenant shall not locate a motorcycle, bike, or moped or any such equivalent vehicle, in such a manner as to cause the kick stand or holding mechanism to rest upon the pavement.
10. Tenant shall remove his or her vehicle from the parking lots located upon the premises in order to facilitate snow removal or as reasonably required for other maintenance to the parking lot or parking area.

Failure to comply with the above parking rules may result in a \$100 per violation administrative charge for the first offense, \$200 per violation thereafter and forfeiture without refund of the parking permit. Tenant shall also reimburse Lessor for any related costs or expenses incurred.

HEATING

11. If, under the Lease Contract, Tenant is responsible for assuming the cost and expense of heat, Tenant shall be and agrees to assume the responsibility and liability for any and all damage to the Lease Premise arising from frozen and/or ruptured water lines as a result of a failure to properly heat the Lease Premises.
12. Tenant shall not use an alternate method to heat the Leased Premises other than that which is installed within the Leased Premises.
13. If, under the Lease Contract, Lessor is responsible for paying heating costs, then the following rules shall apply:
- A. Tenant shall turn the heat off between the months of May 15 through October 15, unless Lessor, in its sole discretion, determines that heat is necessary.
 - B. Tenant shall close all windows, which shall remain closed absent emergency, between the months of October 15 through April 15.
 - C. Tenant shall close and lock all windows during Thanksgiving, Christmas/New Year and Spring breaks.

Tenant shall pay a \$100 per violation administrative charge for the first offense, and \$200 per violation thereafter for violation of the above rules A-C, and shall reimburse Lessor for any costs or related expenses incurred immediately upon notice.

ANIMALS

14. Dogs, cats, birds, fish and other animals are strictly prohibited in and around all buildings with the exclusive exception of pets at 10 Lee Road pursuant to an executed CONDITIONAL PET AGREEMENT.

Tenant shall pay a \$500 per violation administrative charge for Pet Violation, plus reimburse Lessor for any costs or any related expenses incurred.

RULES AND REGULATIONS - CONDUCT

TENANT SHALL PAY \$100 PER VIOLATION AS A REASONABLE ADMINISTRATIVE FEE FOR THE FIRST OFFENSE OF A CONDUCT RULE AND REGULATION, PURSUANT TO THE BELOW, \$200 PER VIOLATION THEREAFTER, A THIRD OFFENSE MAY ALSO RESULT IN EVICTION IF IT HAS BEEN DETERMINED BY THE LESSOR THAT TENANT HAS VIOLATED ANY SUCH RULES OR REGULATIONS. IN ADDITION TENANT SHALL BE RESPONSIBLE TO REIMBURSE LESSOR FOR ANY FEES, COSTS AND/OR EXPENSES INCURRED.

A \$500 FEE WILL BE ASSESSED FOR A DISRUPTIVE PARTY. A DISRUPTIVE PARTY IS DEFINED AS ANYTIME LAW ENFORCEMENT BECOMES INVOLVED.

15. Tenant shall be responsible to keep those exterior building entry doors that are equipped with locks closed and locked. Any congregation of more than six (6) persons at any one time (Social Occupancy) in or upon the Leased Premises is strictly prohibited and shall be considered a material violation of the lease. LOITERING ON PROPERTY IS NOT PERMITTED. LOITERING SHALL NOT BE PERMITTED ANYWHERE UPON THE LEASED PREMISES INCLUDING BUT NOT LIMITED TO THE AREA IN FRONT OF THE LEASED PREMISES, IN OR UPON ENTRYWAYS, DECKS, PORCHES, SIDEWALKS, DRIVEWAYS OR PARKING AREAS, AND INCLUDING ANY SUCH AREAS ATTACHED TO OR PART OF THE LEASE PREMISES THAT ARE THE SUBJECT OF YOUR LEASE CONTRACT. GATHERINGS EXCEEDING SOCIAL OCCUPANCY SHALL RESULT IN A FEE: a fee of one hundred dollars (\$100) for the first offense, and two hundred (\$200) will be assessed for each additional offense.
16. Tenant(s) shall not, unless they are over the age of twenty-one (21) years, consume alcoholic beverages on the premises or in the common areas of VARSITY PLACE APARTMENTS. Tenant(s) shall not serve alcoholic beverages to any person who is not at least twenty-one (21) years old on the premises or in the common areas, nor shall he permit any person under the age of twenty-one (21) years to consume such beverages on the premises or the common areas. Under New Hampshire RSA 175, the consumption of alcoholic beverages by any person under the age of twenty-one (21) is an illegal act. No kegs, keg parties, beer balls, drinking games or beer parties shall be allowed in or around the Leased Premises. Tenant shall not bring onto the Leased Premises, or allow brought onto the Leased Premises by a third party, any illegal drugs.
17. Roughhousing, loud, or otherwise inappropriate use of the hallways and common areas shall not be tolerated. The use or storage of toys, wagons, bicycles, motorcycles, or their equivalent is prohibited in the hallways and other common areas. Lessor reserves the right to remove any and all objectionable items and nuisances; the failure to remove them promptly does not constitute a waiver of this rule.
18. Smoking is prohibited upon or within the Leased Premises.
19. Tenant shall keep that part of the premises that he/she occupies and uses as clean and as safe as the condition of the premises permits.
20. Tenant shall dispose from his/her dwelling unit all rubbish, garbage and other waste in a clean and safe manner in compliance with community standards or as otherwise specifically provided for herein.

21. Tenant shall keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits.
22. Tenant shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises.
23. Tenant shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so.
24. Tenant shall conduct himself/herself and require other persons on the premises, with his/her consent, to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their premises.
25. Tenant shall inform the Lessor of any condition of which he/she has actual knowledge which may cause damage to the premises.
26. Tenant shall to the extent of his/her legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear accepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety.
27. Tenant shall not engage in any illegal activity upon the leased premises as documented by a law enforcement agency.
28. Built-in furniture of any kind is prohibited from the Leased Premises. Exterior antennas are prohibited from the Leased Premises. Waterbeds bolted to the ceiling, wall or floor is prohibited from the Leased Premises. Exterior antennas are prohibited from the Leased Premises. The installation of air conditioners, heating equipment, hot plates, washers and/or dryers, and similar electronic equipment is prohibited within or upon the Leased Premises.
29. Tenant shall not violate the Durham Noise Ordinance. Tenant shall be provided with a copy of the Durham Noise Ordinance. If the Tenant receives a written notice of a noise violation, Tenant shall provide Lessor with a copy of the notice of any such violation within 10 days of receipt, and failure to do so shall be considered a material violation of the lease.

RULES AND REGULATIONS - FIRE PREVENTION

30. 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.
31. Sections of the Durham Fire Code will be provided prior to move in. Tenant shall comply with these regulations, including, but not limited to, any sections applying to extension cords and halogen lights.
32. Tenant shall not remove fire extinguishers, brackets, or seals for any purpose other than the extinguishing of a fire or for other emergency health and safety reasons. Tenant shall not remove inspection tags from any fire extinguisher located in or upon the premises. Tenant shall notify Lessor as soon as possible of the discharge of any fire extinguisher.
33. Tenant shall inspect all smoke detectors periodically to insure proper operation. Tenant shall not tamper, alter, unplug, cover or otherwise take action upon a smoke detector.

34. Tenant shall not create open flame while in or upon the premises including flames including but not limited to candles, cigarettes, lighters and outside grills, with the exception of outside grills placed a minimum distance of twenty (20) feet from any building, including the Leased Premises.
35. Tenant shall not obstruct access to common areas, parking lots, sidewalks, entry passages, halls, and stairways. Tenant shall not erect anything from entry passages, halls, stairways, fire escapes, porches, roofs or stairways for storage.
36. EMERGENCY INSTRUCTIONS FOR RESIDENTS OF APARTMENT BUILDINGS: Emergency instructions shall be provided annually to each dwelling unit to indicate the location of alarms, egress paths, and actions to be taken, both in response to a fire in the dwelling unit and in response to the sounding of the alarm system.
37. Tenant shall not obstruct access to or otherwise block fire escapes. Tenant shall not use or otherwise access fire escapes for any other purpose than emergency exit from the Lease Premises

*** Tenant shall be responsible to familiarize themselves with ingress/egress to the Leased Premises. Tenant shall be responsible to locate and familiarize themselves with any fire safety apparatuses and pull stations located upon the premises and to obtain emergency telephone numbers.

RULES AND REGULATIONS - DAMAGES, REPAIRS AND GENERAL MAINTENANCE

38. All non-emergency reports or repairs or any irregularities must be made in writing to Lessor at its usual place of business between the hours of 10:00 am and 4:00 pm, Monday through Friday. Non-emergency requests for repairs may be subject to a service call fee of \$45 and an hourly repair rate of \$45.
39. A \$35 service charge may be assessed against Tenant to open an apartment or exterior building entry door, between the hours of 10:00 am and 4:00 pm on Monday through Friday. A \$45 service charge shall be assessed against Tenant to open said doors between the hours of 4:00 pm and 10:00 am on Monday through Friday, and at all hours on Saturday, Sunday and holidays. Lessor may begin any repairs at 8:00 am.
40. Lessor shall provide one (1) plunger for each bathroom. Tenant shall maintain the toilet plunger in each bathroom. Lessor shall not be responsible for any damage or inconvenience to the Tenant due to flooding or sewer back up. In the event that any town or state official, including a municipal health officer, should notify the Lessor that the premises is not habitable due to flooding or sewer back-up, the Lease Contract shall be deemed null and void, and the Lessor shall refund to Tenant any rental payments made in advance, on a prorated basis, after deducting all charges allowed under the Lease Contract.
41. Tenant shall not install additional locks, including doors used for ingress/egress, upon or within the Leased Premises without Lessor's written consent.
42. Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

END OF TENANCY

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

Tenant may set an appointment with Lessor for your move out inspection during office hours. The appointment will be granted only after apartment is vacated but before lease end. **IF AN APPOINTMENT IS NOT SET, THE TENANT WAIVES ALL RIGHTS TO REMEDY ANY CHARGES AGAINST THEM.**

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

43. In the event that the Lease Contract is terminated prior to end of the lease term, then Tenant remains responsible under the terms of the Lease Contract.

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

ACKNOWLEDGEMENT OF RULES AND REGULATIONS OF APARTMENTS AND SCHEDULE OF FEES DOCUMENTS

I acknowledge that I have read and understand the Rules & Regulations of Apartments and Schedule of Fees Documents.

Print Name

Signature

Date

Building/Apt. #