LEASE AGREEMENT
GOLDEN GOOSE PROPERTIES, LLC
Davis Court Apartments
56-68 MADBURY ROAD

LEASE SUMMARY:

Apartment Community:
Davis Court Apartments **("Community")**

Landlord's Agent: GOLDEN GOOSE PROPERTY MANAGEMENT , LLC, 21 Madbury Road Durham, NH 03824 **("us", "we", "our" or "Landlord")**

RESIDENT NAME:
_____

UNIT TYPE _____ BED LETTER_____

APARTMENT NUMBER_____

Starting Date of Lease Term: **JUNE 13, 2027**
Ending Date of Lease Term: **MAY 22, 2028**

Your **total Rent** for the Lease Term is $_____ inclusive of heat and hot water. Tenant is responsible for electricity, cable, and internet.

The following items are due within (5) days of Lease Signing:

- An initial security deposit of **$750.00**
- A non-refundable Application Processing Fee equal to **$95.00**
- A signed Guaranty Agreement Document by parent/guardian

Thereafter, rent is payable in one of two installment plans:

- Equal monthly installments of $_____ beginning on the 1st of the month of the Starting Date of your lease agreement term and continuing on the first day of each month until the 1st of the month of the Ending Date of your lease agreement.
- One lump sum payment due on the 1st day of the month of the Starting Date of your Lease Agreement term. A discount of $150 will be applied upon receipt of payment in full on or prior to the deadline.

1. LEASED PREMISES AND LEASE TERM. This Lease entitles you to occupy one 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. Tenants are subject to a fine as listed on Addendum C if unauthorized persons are living in the Apartment.**

The Lease Term begins on the Starting Date and terminates on the Ending Date. This is not a one-year lease and **rent installments will not be prorated based on the Starting**

Initials ___ ___

and Ending Dates. The rent payment option of equal monthly installments is offered for your convenience only and does not explicitly 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. In no case is Agent obligated to renew this Lease to Resident. **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.** If Resident moves out prior to the end of the Lease Term or does not occupy unit after the Lease Start Date, they must continue to pay rent and other payments as obligated under this Lease. 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. Additionally, Resident must have a zero-balance owing on their current and any previous account operated by MPM before they can receive keys on the first day of their Lease, or sublease to their Premises. 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.**

All leases end on **May 22, 2028**. Residents and their belongings need to be out of the units and keys returned **no later than 5:00 PM** on this day. If you and the majority (more than half) of the residents in your unit chose to extend your leases by signing lease renewal documents, remaining in your current apartment for the 2028-2029 lease term, you will not be required to move out of your unit between lease terms. The condition of the unit will remain 'as is' and Landlord will not clean or prepare the unit between lease terms. You acknowledge and understand that third party contractors, vendors and MPM staff will require access to the unit during the turnover period to inspect, repair and prepare any vacant bedrooms for incoming residents.
Any ***single residents renewing*** in the same unit without majority of roommates also renewing or any ***current residents switching*** apartments within the property are required to vacate in between lease periods for unit to be cleaned and prepared. Written permission from Landlord is required to be received 30 days prior to Lease Expiration Date in order

Initials ___ ___

for Tenant to keep personal belongings in assigned bedroom in between lease periods. Any single resident moving into an apartment in which the majority of residents renewed from the prior lease terms understands, acknowledges and accepts that common areas of the unit will not have been cleaned and prepared by the management company prior to the lease start date.

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 and (1) mailbox key 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 GOLDEN GOOSE PROPERTIES, LLC each **"Rent Installment"** shown in the Lease Summary on or before the 1st 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 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.

You may optionally enroll in auto payments following your first rent payment.
If your Rent is not paid by midnight on the fifth (5th) day of the month, your Rent is late and you will be charged an additional late charge of $25.00 for every 5 days of the month that the Rent Installment or any part of it remains unpaid. Cash or postdated checks will not be accepted. You also agree to pay a $45 surcharge for each returned check or electronic payment (plus a $25.00 bank charges we incur), and a $35 convenience fee for all credit or debit card transactions.
Late fees shall be imposed in the event that online payment information, such as routing and account numbers, are entered incorrectly.

Initials ___ ___

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. Payments will be applied to the oldest outstanding debt first, including past lease agreements associated with any property managed by Madbury Property Management.

5. UTILITIES. We agree to furnish heat, hot water, sewer, and trash and recycling removal from collection points. You are responsible for obtaining electricity, cable and internet utilities. **If a resident fails to do so, a $40.00 administrative fee will be charged to each occupant per each month that services are not obtained.**
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. If utility usage exceeds normal usage by 75% tenants are required to pay the difference in usage.

Landlord shall have the right to temporarily suspend any utility service to the Premises with proper notice to Tenant in order to perform maintenance or repair of the premises or to protect the premises or Tenant from risk of harm or loss. 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 ones we have agreed to provide. All appliances are intended for the sole use of the tenant and not for use by any non-resident. This includes washers and dryers. If Resident moves out prior to the end of the Lease Term or does not occupy the unit after the lease start date, they must continue to pay rent and other payments as obligated under this Lease. Resident must also leave all required utilities hooked up in resident's name through the Lease Term and make all payments to keep such services in effect.

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 charged at market labor rate 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 periodically 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. Each Resident is solely liable for damage to their specific bedroom and all Residents are equally liable for damage to the common areas. In units with more than one bathroom, all bathrooms are considered shared by all Residents and are not assigned or associated with specific bed letters. In units where a bedroom is shared without a wall of separation, residents assigned to the shared bedroom are equally liable for damage to the area.

7. IMPROVEMENTS, REPAIRS AND ALTERATIONS: Lessee(s) shall not make any repairs or alterations to the premises or to the equipment therein or do any painting. Tenant may not make installations of the following unless written permission is granted, including:
A: Additional locks or fixtures; or additional electrical wiring.
B: Scotch tape, stick-on picture hinges, decals or transfer picture, "3M Command Strips", LED light strips, or other adhesive materials bolts or screws; Tenant is allowed to hang pictures on walls using thumbtacks or very small nails.

8. DRAINS, PIPES, AND PLUMBING APPLIANCE POLICY: Should tenant have a 'dripping faucet'; 'running or clogged toilet'; 'clogged shower drain'; or 'overflowing or leaking plumbing'; CALL the landlord/ Lessor/ maintenance contact as soon as possible if these items occur so they may be repaired in effort to avoid additional damage to unit and surrounding units. Any items found in the toilet, sink, or shower drains/pipes, such as plastic caps, feminine hygiene products, hair, wipes, or other large objects that cause a clog, will be the financial responsibility of the tenant to repair. Tenant is required to maintain a hair catcher in shower to prevent blockages of pipes and clogging.

9. 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 and/or the tenant from that bedroom has failed to comply with the lease terms for a period of thirty (30) days to place a new resident in the unoccupied bedroom. 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.

Initials ___ ___

Owner's Discretion to Relocate. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the Apartment or to another Apartment within the Apartment community.

We reserve the right at any time prior to occupancy to relocate future residents to another bedroom in the Apartment or to another Apartment within the Apartment Community. A notification will be sent with the new unit and bed letter information. Original rent rate will be retained unless otherwise agreed upon in writing by Resident and Agent.

Disclaimer: You have elected to enter into an Agreement to lease a portion of the Apartment only, and understand that other individuals, selected by us in our sole discretion, will be co-occupying the Apartment and/or Bedroom with you. You understand that we are solely providing you with the right to occupy the Apartment and do not make any representations as to the identity, background, or suitability of any co-occupant. As you will not be responsible for the financial obligations of any co-occupant, you understand that we are under no obligation to perform any screening of co-occupants for any credit, prior tenant history, criminal background, or otherwise. In the event that any issues or disputes arise between you and any co-occupant(s), it will be your responsibility to resolve such issues directly with the other co-occupant(s) in a reasonable and Lease compliant manner. In no event will we be responsible for intervening in such disputes unless, in our sole discretion, we determine that the behavior of such co-occupant constitutes a material violation of the Lease, and, in such event, you understand that our sole obligation will be to commence legal proceedings to evict such a person. You understand that during the pendency of such an action to recover possession, it may not be possible to bar the co-occupant from the Apartment. While we will endeavor to transfer residents as provided herein, we are under no obligation to do so, and the failure to relocate you will not release you from your obligations as provided in the Lease.

10.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. Residents should complete a move in inspection form upon taking occupancy. This includes verifying the presence and condition of furniture provided by agency.

11.RIGHT OF ENTRY. We have the right, as do our agents, to enter the Apartment at all reasonable times upon reasonable notice (24 hours) 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

Initials ___ ___

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. Resident agrees to cooperate fully and in good faith with such marketing efforts and to maintain the Premises in marketable condition during the Rental period. Resident understands and agrees that Premises shall be clean and in reasonable showing condition or Agent will hire a contractor of Agent's choice to clean the Premises at the Resident's expense. You may not change any locks.

12. 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. You acknowledge that you have read, understand and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or the existence of any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

13.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.

14.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.

15.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

Initials ___ ___

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.

16.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.

17.CONDITION OF PREMISES. Within 5 days 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 contained in 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 DISCALIM 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

Initials ___ ___

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 are responsible for water damage to the bathroom floor and ceiling below, due to negligence, i.e. standing water of any kind, improper use of shower curtain, overflow of toilet, improper installation of air conditioner, etc. To include mold that is allowed to collect on walls, ceiling, shower/tub surfaces of bathroom. Mold must be cleaned by you with an anti-bacterial cleaner upon appearance. You are to keep all drains, plumbing, and toilets clear/unblocked. You are responsible for plunging. 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.

You are responsible for promptly notifying us of the following conditions: water leakage, mold or mildew, insect infestation or any malfunction of the utilities.

If Resident is leasing the Premises "site unseen", Resident acknowledges that Agent has advised Resident of the inherent risks of such action and Resident acknowledges and agrees Resident is bound by this Lease in the event that the Resident finds any element of the Premises objectionable upon taking possession.

18.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.

19.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.

Initials ___ ___

20.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.

21.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.

22.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.

23.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.

24.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.

25.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. In the event of any errors, mistakes (human,

computer and/or mathematical) or modifications to this Lease, Resident agrees to cooperate with Agent to execute or re-execute any document necessary to correct any such mistake or error, or provide any additional documentation as requested by Agent. This includes but is not limited to addendums noting bedroom changes within the unit. If Resident fails to cooperate by executing or re-executing any document, Agent may terminate the lease upon three (3) days notice to quit. Upon lease end, Resident will be liable for the bedroom space they were assigned in the original lease agreement if no addendum exists.

26.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.

27.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.

28. 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. Subletting is disallowed under the terms of the lease. However, tenants will be allowed to sublet their spot for a specified amount of time provided that the landlord gives consent. There will be a $250 non-refundable sublet fee to sublease your bedroom/apartment. This fee will not be reduced or waived based on length of sublease occupancy or for any other circumstance. There is a $500 Lease Release Fee that is applied to release a tenant from a lease once a replacement lease has been executed by tenant taking over lease responsibility. A tenant will only be allowed to be released from a lease after a new lease has been signed and a new deposit has been paid to fill the previous tenants spot. (see Fee Schedule). Additionally, a Resident re-leasing the Premises who received a rent promotion at lease sign or at move in, in exchange for a full lease term, must refund the full amount of the promotion given prior to Agent executing a lease with a new Resident.

29.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.

30.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 can terminate this Lease or the lender may elect to continue the Lease. 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.

31.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.

32.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.

33.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.

34.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, text message 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 and forwarding mailing address.

35.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 the Parking Agreement must be paid in order to park. 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.

36.PETS. Pets are not allowed on the property.

37.SECURITY DEPOSIT. The security deposit will be only withheld to pay for unpaid rent on expired tenant account or any current and active tenant account owned and managed by Madbury Property Management, damage in excess of normal wear and tear, excessive cleaning and other breaches, unpaid fines or fees contained in the Lease or Community Rules. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damage in excess of the Security Deposit. The security deposit, less any deductions for damages and unpaid fees, will be returned within 30 days of the Lease Ending Date in accordance with state laws. **The security deposit may not be used in place of the last months' rent.**

38. ROOMMATE ASSIGNMENTS. Roommate assignments may be offered as a convenience to you, and we assume no liability for claims relating to roommate assignments. You are solely responsible for your interactions with your roommates. You understand that the Landlord does a routine rental application screen, which does not constitute a criminal background check. Landlord does not inquire into the backgrounds of its tenants beyond the lease application requirement. You voluntarily assume any roommate related risks and hereby waive and release the Landlord from any and all claims related to the roommate assignment process and/or the conduct of any roommates. In no event shall Landlord be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential or incidental arising out the conduct of you or anyone else in connection with the roommate assignment process. Further, you should not provide your financial or personal information to your roommates.

IN WITNESS WHEREOF, the undersigned have executed this Lease and acknowledge this agreement as a binding legal obligation.

RESIDENT:

_____
Printed Name

_____
Resident's Signature

Date: _____

LANDLORD'S AGENT:
GOLDEN GOOSE PROPERTY MANAGEMENT, LLC

By:
_____
Signature of Landlord's agent

Date: _____

Initials ___ ___

Addendum "A" Parking Policy

Parking is not included with this lease agreement. A limited number of parking permits are available at the property for purchase on a first come, first served basis. Prices and availability are subject to change.

Signature _____ Date _____

Addendum "B" Maximum Occupancy Policy

Inviting and welcoming visitors is permitted; provided it does not undermine another tenant's or neighbor's rights to quiet enjoyment of their living space. **No gathering, unless sponsored by Owner or Manager, may exceed 10 persons at any one time in apartment.** All Residents are held fully responsible for behavior and conduct of Guests while visiting any MPM property/ apartment/ common area (includes responsibility to pay for any lease violation fine and property damage costs incurred by Guest).

See Fees, fines and additional charges on Addendum "C"

Signature _____ Date _____

Addendum "C" Fees, Fines and Additional Charges

The following fees and fines will apply to enforce our rules. **Notwithstanding, the smoking, beer keg/ball, roof access, excessive noise, exit door and unit occupant rules stated below may result in eviction.** Note that our video surveillance system captures most activities at the property and will record violations of our rules.

Key/ FOB Replacement ***(Mailbox, Bedroom, Apartment Key)***	**$50.00**
After- Hour Lockout	**$50.00**
Business Hours Lockout	**$10.00**
Door Lock/ Handle Replacement	**$200.00**
Interior Door Replacement	**$400.00**
TV Remote Replacement	**$25.00**
Open windows while AC/Heat is on	**$50.00**
Holdover Fee	**150% Daily Pro-Rated Rent**
Pet Policy Violation Fees- Unauthorized	**1st -$200.00**
	2nd-$500.00and/or Eviction + cost to replace carpet
Noise/ Occupancy Violations	**1st-** Written Warning
	2nd- $200.00and/or Eviction
	3rd- $500.00and/or Eviction
Trash/ Furniture Violations; Improper Trash Removal	**1st - $100.00**
	2nd- $300.00
Unauthorized	**1st- $350.00/** unauthorized person(s)
Resident	**2nd- $500.00**and/or Eviction
Smoking in or within 20 ft. of the building	**$200.00** and/or Eviction
Apartment Cleaning- Smoking in unit	**$200.00**+ cost to clean/repair unit
Unauthorized Parking	**$50.00** and/or towing cost
Bike or Vehicle brought into apartments or common space	**$50.00**
Going onto Roof	**$5,000.00** and/or Eviction
Propping Open Doors	**$75.00** and/or Eviction
Police Calls -Excessive noise and disturbance resulting in a police call	**$250.00**
Vandalism	**$300**/ + repair cost and/or Eviction
Unauthorized Laundry	**$200** and/or Eviction
Tampering with Smoke Detector/ Fire Safety Device	**$250** and/or Eviction
Pulling Fire Alarm	**$500.00** and/or Eviction
Sublease Fee	**$250.00**
Lease Release Fee	**$500.00**
Unit Transfer Fee	**$150**
Washer overfill fee (exceeding ¾ full)	**$75**

Initials ___ ___

DAVIS COURT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE:

1. Resident shall maintain the premises in a clean and orderly manner. If insect extermination is required due to Resident actions or inactions, then the Resident shall be liable for the cost of extermination.

2. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.

3. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the apartment. Resident acknowledges that no more than 10 pounds of personal belongings per linear foot may be placed on storage shelves located on the wall behind the bed. If violation occurs this will result in fines and charges to repair or repaint.

4. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Community and not in apartments. If a violation occurs this will result in a fine (See Fee Schedule). No one is allowed to throw any objects from balconies/patios, windows or garage area.

5. All light bulbs and tubes must be operational at all times during the duration of the lease term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.

6. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).

7. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the Property Manager.

8. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).

9. Locks may not be changed or added by a Resident without prior written permission of Landlord. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the premises.

10. Do not open or prop open main entry door for others. A fee will be assessed if found propping door (See Fee Schedule). Do not loan or share access card with others. If keycard is missing or stolen, you MUST report it to security or management. Missing keycards will be deactivated and resident must obtain new key. A fee will be assessed for all apartment key, fob or card replacements (See attached Fee Schedule). Resident will be fined for after hour lock outs. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the lease contract on the ending date of the Lease or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.

11. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.

12. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.

13. You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Landlord will impose a fine as stated in Fee

Schedule for violation of this provision as well as for any littering by Resident or Resident's guests. All residents are required to comply with the Durham Town Code Section 118:11 for Offensive Material.

14. Resident must keep all utilities to the Premises active through the end of the lease term regardless if you choose to vacate the Premises before the Lease Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements. Residents are expected to be as economical as possible with utility usage. Landlord's obligation to pay heating bill will be waived if Tenant is found to be abusing heating privileges set in these Lease Provisions, such as open windows in the winter. Do not allow oil, grease, or food garbage to go down sink drain. Use garbage disposal for only soft garbage and do not use for bones, non-food items or for oil or grease. Do not place anything near furnace return air vents.

15. Toilets and sinks are to be used only for the purpose for which they are intended. Do not dispose of dust, rubbish, coffee grounds, toys, diapers, sanitary napkins, tampons, dental floss, cat litter, etc., into toilets or sinks. Resident shall be charged for the unplugging and repairs of toilets, sinks, and garbage disposals due to misuse.

16. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. A violation of this policy will result in the fines described in the Fee Schedule.

17. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all common amenities and interior hallways. Kegs are not permitted anywhere on the premises. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

18. Residents and their guests are PROHIBITED from storing or placing belongings, furniture, trash, or any personal articles including indoor or upholstered furniture on porches, balconies, lawns, community areas, or walkways, on or outside of Premises unless the Landlord approves of such placement in writing. Landlord may remove any such belongings without notice and at Tenant's expense; or enforce associated fines stated in Fee Schedule.

INTERNET:

Tenant acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this lease. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other residents taking up significant bandwidth.

GUESTS/ MAIL DELIVERIES:

Resident must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one month. If your guest has exceeded 3 consecutive days and/or 3 times in one month, you will receive a warning asking for your guest to be gone within a 24 hour period. If the situation is not remedied, you will be in violation of your lease which could result in default of the lease contract. Apartments are not designed to accommodate large gatherings of people. Tenant shall not permit a social occupancy of more than double the number of tenants living in the apartment.

If we accept packages for resident that are delivered by UPS, FedEx, and items too large to fit into a unit's mailbox, it is only as a service and we are not responsible for their packages or deliveries. Resident will be notified via e-mail to pick up package that has been delivered to them. If packages or deliveries have not been picked up within 30 days of delivery Landlord may return to sender. Your incoming mail must be addressed as shown on the following example:

Apartment Building Units:
"John J. Smith"
56-60 Madbury Road, Apt. ___
Durham, NH 03824

Townhouse Building Units:
"John J. Smith"

62-68 Madbury Road, Apt. ___
Durham, NH 03824

Single Family Homes:
"John J. Smith"
1-4 Davis Court
Durham, NH 03824

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

COMMON AREAS:

Use of common areas within the Apartment Community shall be governed by the rules and regulations posted in the common areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for common areas and amenities. No guest shall be permitted at the common facilities or amenities unless the Resident is also present. No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the common areas, fitness center, or other provided facilities and amenities. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.

FIRE SAFETY/SAFETY:

1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.

2. All grills (gas, charcoal, electric), fires/fire pits of any kind and smokers are prohibited within the apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

3. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

4. Space heaters, Christmas trees, faux fireplaces, freezers, grills and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

5. The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect, cover up, or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. The Fire Chief or his representative has the right to inspect fire control systems at their discretion. Resident agrees to fully cooperate in such inspections. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

6. Immediately call 911 in the event of a fire or life-threatening emergency.

7. ABSOLUTELY NO SMOKING is allowed within the leased premises and building or within 20 feet of building. Candles or any other burning or smoking devices are not permitted within the apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

8. Storage of any flammable, hazardous, or explosive materials strictly prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

9. Fireworks or other combustibles are not permitted within the community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

10. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.

11. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the premises.

12. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have NO DUTY OF PROTECTION FOR YOU. If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.

13. Multiple electrical 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. Exterior television or radio antennas or satellite dishes of any size are strictly prohibited.

14. Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from manager. Multiple violations may result in double fines.

15. Upon move-in to your apartment, please make yourselves aware of all fire exits, stairwells, egress paths, pull stations, fire safety apparatus, and emergency telephone numbers. Fire drills will be conducted periodically throughout the year and all residents are required to vacate when an alarm sounds.

16 Tenants are prohibited from occupying roof or basement areas unless there is an emergency. Any unauthorized use of basement or roof will result in a fine outlined in Fee Schedule.

17. Failure to clean lint from dryers is a leading cause of fires. Resident agrees to clean lint filter before and after every load of clothes they place in dryer and that area surrounding the dryer is free of combustible material.

18. Units may be inspected with reasonable notice by Landlord or Durham Town official with or without cause. Durham Town Officials may randomly inspect any residential units annually. Inspections shall be randomly selected by the Durham Building Official/Health Officer (DHO) and may be scheduled with notice that is adequate under the circumstances.

RENTAL INSURANCE:

You are responsible for obtaining your own property, causality and liability insurance. All property kept or stored on the premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by your insurance carrier. WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.

VEHICLES/PARKING:

1. Vehicles in use in the Apartment Community may not exceed a speed of 5 miles per hour.

2. There is no overnight parking on site, and no overnight parking on any adjacent streets nor on Town property.

3. If Landlord designates certain parking spaces within the Apartment Community as Retail Customer Parking Only, Resident acknowledges that Resident and/or Resident's Guest who violate these designations and marked policies are subject to being towed at the expense and sole risk of the vehicle owner. Parking is limited to commercial customers only. Any vehicles parked in space longer than two hours is subject to towing.

4. Residents and/or guests
cannot park in reserved covered or uncovered parking spaces unless assigned by management. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.

5. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.

6. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed.

7. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.

8. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or

van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner of the vehicle.

9. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.

10. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or bedroom(s). A $150 fine will be applied if vehicle is found to be in violation of any parking policies.

11. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:

a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.

b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.

c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.

d. The vehicle or motorcycle is parked in an apartment or apartment building.

e. Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS:

1. Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents. Management reserves the right at any time to fine, contact guarantors, or declare you in violation of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules. See Fee Schedule for applicable fees/fines associated with violation.

2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.

3. Any general noise disturbances, i.e. noise from, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.

4. No gathering, unless sponsored by Owner or Manager, may exceed 10 persons. See Fee schedule for fines imposed for violation of this rule.

5. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.

6. Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your lease for any of the above mentioned violations.

SERVICE REQUESTS:

We offer 24-hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours or submit request through online resident portal account. You must also notify us promptly in writing (a

post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Maintenance requests can be submitted through our property website portal, phone calls, or e-mailing Manager.

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

MODIFICATION OF RULES AND REGULATIONS:

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective immediately and part of the Lease once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty days (30). You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

SECURITY ACKNOWLEDGMENT AND RELEASE.
BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS:

Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Premises 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 within 5 days of move-in.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access doors and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.

NOTICE ACKNOWLEDGEMENT AND RELEASE:

The methods that you may use to provide notices to Landlord are described in the Notices section of the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax pdf, website, social networking site (for example, Facebook, MySpace, Cyworld, Bebo, and others) or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease. Landlord shall NOT be deemed to have received notice from you until you have provided notice in the manner described in the Notices section of the Lease.

MEDIA AND MARKETING ACTIVITIES:

You consent to our use of photographs of you taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, Resident gives Landlord permission to email and text message information as it relates to the Apartment Community and Premises. You will receive email and text messaging directly from the Landlord, no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

FEE SCHEDULE
GOLDEN GOOSE PROPERTY MANAGEMENT, LLC
DAVIS COURT
("Community")
56 Madbury Road

FEE SCHEDULE SUMMARY:

This document is incorporated by reference under the "Community Rules" into the Lease Agreement between you and us. You agree to this "**Fee Schedule**" 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. Failure to pay any fee assessed in accordance with this Fee Schedule 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.

1. FEES FINES AND ADDITIONAL CHARGES

You will pay us each "**Fee**" in addition to each "**Fine**" shown in the Fee Schedule Summary on or before the 1st day on which the Fee or Fine is levied. Each Fee and each Fine is payable at our address indicated in the Lease Summary (or at such other place of which you are notified by us). Except as provided by law, you have no right to withhold any Fee or Fine for any purpose, even an Act of God, or to reduce or offset any Fee or Fine by any of your costs or damages against us. You hereby authorize us to convert each Fee and/or Fine 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 Fee and/or Fine is not paid by midnight on the fifth (5th) day after which it has been levied, your Fee and/or Fine is late and you will be charged an additional late charge of $25.00 for every 5 days of the month that the Fee and/or Fine or any part of it remains unpaid. Cash or postdated checks will not be accepted. We reserve the right to deduct any due fees or fines from the Security Deposit upon move out.

2. FEES APPLICABLE TO YOUR APARTMENT

A $50.00 Fee will be assessed for all apartment key, fob, or card replacements, and a $50.00 Fee will be assessed for all mailbox key replacements. A $10.00 Fee will be assessed for any business hour lock out. A $50.00 Fee will be assessed for any after hour lock outs. A $175.00 Fee plus replacement cost of a door lock will be assessed for any key replacement, which necessitates the changing of any locking mechanism due to abuse of the door lock. All fees will be due one week from date of replacement.

A written warning will be issued to remove any pet, in accordance with Community pet policy, and a $200.00 Fine will be imposed, which is due and payable upon delivery of the written warning. This $200.00 Fine is in addition to any damages to our property that may have been caused by the pet. At a minimum, in 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 in addition to a $500.00 Fine 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.

A written warning will be issued to you and the other residents of your Apartment if another person who is not a resident is permitted to reside there or to have access to the Apartment, and a $200.00 Fine will be imposed, which is due and payable upon delivery of the written warning. If a non-resident continues to reside or have access to your apartment after the issued warning and initial Fine, or if a second violation is observed, a 7 day notice of non-compliance will be imposed against you in addition to a $500.00 Fine 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.

The following shall apply to complaints concerning you or your guest's violation of Community noise policy:
1st Complaint: A written warning will be issued.
2nd Complaint: A $200.00 Fine will be imposed and is due and payable on delivery of the second notice 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.
3rd Complaint: A $500.00 Fine will be imposed and is due and payable on delivery of the third notice and/or, at our option, we may declare you in violation of your Lease and seek such remedies as are available to us.

A $100.00 Fine will be imposed per item for any trash not properly placed in the designated receptacle for your 1st violation. A $300.00 Fine will be imposed for each subsequent violation. Reported violations will be treated as a breach of your Lease.

A $200.00 Fine will be imposed per item found stored or placed on porches, balconies, or walkways, on or outside of Premises. Landlord may remove any such belongings without notice and at Tenant's expense.

A $200.00 Fine will be imposed if resident or guest is found smoking in an apartment, common area or within 20 feet of the building.

3. FEES AND FINES APPLICABLE TO COMMUNITY COMMON AREAS:

 Initials ___ ___

A $50.00 Fine will be imposed for any bicycle, motorized scooter, and other personal property parked or left outside an apartment building, except for on any bicycle racks that we may provide. A $50.00 fine will be imposed for any bicycles found to be brought into an elevator and/or stored inside of an apartment.

A $75.00 Fine will be imposed for propping open any door on property.

Up to a $5,000.00 fine and/or eviction will be imposed for residents or guests of residents occupying the roof or any additional prohibited areas of the building including unauthorized basement areas, unless due to an emergency.

4. **FEES AND FINES APPLICABLE TO VEHICLES, PARKING AND TOWING:**

All Fees and Fines applicable to Vehicles, Parking and Towing will be levied in accordance with the "Parking Agreement" and posted policy signs. Parking is prohibited on any lawn or grass areas, fire lanes, or on adjacent street areas in the community. A $150 fine will be imposed to any resident that violates parking in prohibited areas or posted parking policy signs plus the risk of getting towed.

5. FEES AND FINES APPLICABLE TO SUBLEASING:

Subletting is disallowed under the terms of the lease. However, tenants will be allowed to sublease their bedroom for a specified amount of time provided that the landlord gives consent. Landlord requires a signed sublease agreement between both parties, a rental application to be completed by sublet, and a $250 sublease fee to be paid at time of sublease agreement execution. Tenant acknowledges and accepts responsibility of full rent responsibilities due to Landlord during sublease occupancy and is responsible for collecting monies owed by sublet. Tenant is responsible for informing and receiving approval of sublease from roommates/ other occupants of shared apartment.
A $250 one-time fee will be applied to execute a sublease agreement. Landlord is not responsible for condition or cleaning of unit in between sublease terms.

6. FEES AND FINES APPLICABLE TO LEASE RELEASES:

There is no lease release/ lease cancellation clause stated in the lease agreement and a lease is considered executed once a lease has been signed and a security deposit has been paid. A tenant will only be released from their lease if a replacement lease has been executed to take over lease responsibility for previous tenant (lease signed and security deposit paid).

A $500 lease release fee will be applied to execute a lease release and will be deducted from security deposit refund. A tenant will only be allowed to back out of a lease after a new lease has been signed and a new deposit has been paid to fill the previous tenants spot. NO EXCEPTIONS.

7. FEES AND FINES APPLICABLE TO HOLDING OVER:

If Tenant fails to vacate Premises, or deliver possession of entire Premises, on or before the termination date and time of this Rental Agreement, Tenant agrees to pay Landlord 150% of the daily prorated rent, as liquidated damages, for each day or portion of day.

SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY. Residents must comply with all applicable local, state, and federal ordinances, rules, regulations, statutes and laws. We recommend that you consider following these guidelines, in addition to other common sense safety practices.

INSIDE YOUR APARTMENT:

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with him or her without opening the door. If the person identifies him/herself as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-program the lock. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the replacement key.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
- Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems, if applicable; and
- Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.

11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT:

13. Lock your doors every time you leave your apartment regardless how long you will be away.
14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic door cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

PERSONAL AWARENESS:

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable laws.

Initials ___ ___

MOVE- OUT STANDARD CLEANING AND REPAIR CHARGES:

Any charges to restore or repair the apartment to its original move-in condition will be calculated according to labor hours and cost of materials. Prices are subject to change without notice. Any past-due balances on your account such as late fees, lock-out fees, etc. will be deducted from your Security Deposit. The charges listed for the following items are average prices only. You will be responsible for the FINAL cost of the item, including any higher costs that may be incurred. The following table is a list of the fair market fees associated with common damages or areas requiring additional cleaning.

Replacement/Repairs

$50 – $250 - Appliance Parts (each)
$25 - $1,250 – Door Lock/handle
$10 – Drip pans each
$100 – Oven or refrigerator racks each
$50 – Apartment door lock/fob/mailbox (no keys returned) each
$50 – Shower/Towel bar
$75 – Window blinds/screens each
$25 – Outlets, plugs, switches, cover plates each
$35 – Dresser/closet rod each
$50 – Smoke detectors each
$200 – Light Fixture (LED)
$125 – Light Fixture (Non-LED)
$100 – Dining Room light
$55 – Picture hanging damage in wall each
$75 – Dent/Stain on all, furnishing, or fixture (each)
$75 – Rip/scratch/damage on furnishing or fixture (each)
$75 - Repair sheetrock (small)
$95 – Repair sheetrock (medium)
$150 – Repair sheetrock (large)
$85-$350 – Painting per room (depends on size)
$75 – Hardwood floor scratches per sq. ft
$600 – Carpet replacement
$110 - $500 – Interior door each
$225 - $600 – Entry door
$500 - $2,000 – Sectional Sofa (in part or full)
$125 – Desk/dining room chair/stool
$800 – Dining table
$275 – Coffee table
$550 – Desk
$485 – Under bed storage each
$350 – Mattress
$750 – Dresser/armoire
$500 – Storage headboard
$55 – TV remote
$500 – 46-48” TV
$100 – LED light damage/painting (per wall)
$110 - $450 – Window replacement

Cleaning

$35 - Dishwasher
$10 – Light Fixtures each
$85 – Oven/range top
$35 – Microwave
$55 – Refrigerator
$65 – Vinyl, tile, hardwood flooring each area
$20 – Cabinets each
$10 – Blinds each
$25 – Vanity each
$35 – Window/door each
$60 – patio/porches each
$75 – Carpet cleaning per room
$35 – Desk
$35 – Bedroom drawers/cabinet
$45 – Washer/dryer
$35 – Door
$50 – Trash item/bag removal each
$75 – Biohazard
$250 – Furniture/bulk item removal each
$35 – Furniture item cleaning (each)
$85 – Tub/shower each
$45 – Toilet, kitchen/bath sinks each
$15 – Countertop each

Initials ___ ___