

NEW HAMPSHIRE LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

LANDLORD:

Name: _____

Address: _____

City: _____ State: New Hampshire Zip: _____

Phone: _____

Email: _____

TENANT(S):

Name(s):

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the

residential property located at:

Address: _____

City: _____ State: New Hampshire Zip: _____

(hereinafter referred to as the "Premises").

The Premises consists of:

☐ A Single-Family Home

☐ An Apartment

☐ A Condominium

☐ A Room

☐ Other: _____

The Premises includes the following furnishings and appliances:

II. TERM OF LEASE

This Agreement shall commence on the ____ day of _____, 20____, and shall continue (check one):

☐ **FIXED TERM:** Until the ____ day of _____, 20____. Upon the expiration of this term, this Agreement shall automatically renew as a month-to-month tenancy unless either

party provides written notice of non-renewal at least thirty (30) days prior to the expiration date.

☐ **MONTH-TO-MONTH:** On a month-to-month basis. This tenancy may be terminated by the Landlord or Tenant by providing written notice at least thirty (30) days prior to the intended termination date, in accordance with RSA 540:3.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$
_____ per month.

Rent is due on the _____ day of each month.

Rent shall be paid by:

☐ Cash

☐ Check

☐ Money Order

☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Payment instructions:

IV. SECURITY DEPOSIT

Pursuant to New Hampshire Revised Statutes Annotated (RSA) 540-A:6:

A. **Amount:** Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a security deposit. Note: Under RSA 540-A:6, this amount shall not exceed one month's rent or \$100, whichever is greater.

B. **Receipt:** The Landlord shall provide the Tenant with a written receipt for the security deposit stating the amount of the deposit, the name of the bank or institution where the deposit is held, and the account number, unless the Tenant pays by personal check.

C. **Interest:** If the Landlord holds the security deposit for more than one (1) year, the Landlord shall pay interest on the deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union where it is deposited, commencing from the date the Landlord receives the deposit. (Exception: This provision does not apply if the Landlord lives in the building and the building has 5 or fewer units).

D. **Return of Deposit:** The Landlord shall return the security deposit (and any accrued interest) to the Tenant within thirty (30) days after the termination of the tenancy. If any deductions are made for unpaid rent or damages beyond normal wear and tear, the Landlord must provide an itemized list of such deductions.

V. LATE CHARGES AND RETURNED CHECKS

If rent is not received by the Landlord by the _____ day of the month, the Tenant agrees to pay a late fee of \$ _____ .

If any check provided by the Tenant is returned for insufficient funds, the Tenant agrees to pay a returned check fee of \$ _____ , plus any bank charges incurred by the Landlord.

VI. UTILITIES AND SERVICES

Responsibility for payment of utilities and services shall be as follows:

Electricity:

☐ Landlord ☐ Tenant

Gas/Heating Fuel:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

Internet/Cable:

☐ Landlord ☐ Tenant

VII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed in this Agreement and the following additional occupants:

Guests staying more than _____ days in a six-month period require the Landlord's written consent.

VIII. PETS

☐ **NO PETS ALLOWED.**

☐ **PETS ALLOWED.** The Tenant is permitted to keep the following pet(s):

Pet Fee (Non-refundable): \$ _____

Pet Deposit (Refundable): \$ _____

IX. CONDITION OF PREMISES AND INSPECTION

A. **Move-In Inspection:** Pursuant to RSA 540-A:6, I(c), the Landlord shall notify the Tenant that they have a right to inspect the dwelling unit upon occupancy. The Tenant has the right to note any conditions in the dwelling unit that are in need of repair or are in a damaged condition.

B. **Maintenance:** The Tenant agrees to keep the Premises in a clean and sanitary condition and to return the Premises in the same condition as received, normal wear and tear excepted. The Landlord is responsible for maintaining the Premises in a habitable condition in accordance with RSA 48-A:14.

X. RIGHT OF ENTRY

Pursuant to RSA 540-A:3, the Landlord shall not enter the Premises without the Tenant's permission, except in cases of emergency. The Landlord may enter the Premises for reasonable business purposes, including inspections, repairs, or showing the unit to prospective tenants or buyers, provided that the Landlord gives the Tenant reasonable notice.

Reasonable notice is defined as:

☐ 24 Hours

☐ 48 Hours

☐ Other: _____

XI. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Lead-Based Paint Disclosure and EPA Pamphlet must be attached)

☐ In 1978 or later

XII. REPORTING REQUIREMENTS (RSA 540:1-b)

The Landlord shall provide the Tenant with the name, address, and telephone number of the person responsible for the management of the Premises and the person authorized to receive legal notices and demands.

Manager/Authorized Agent:

Name: _____

Address: _____

Phone: _____

XIII. DEFAULT AND TERMINATION

If the Tenant fails to pay rent when due, the Landlord may issue a Demand for Rent and Eviction Notice requiring payment or possession within seven (7) days, pursuant to RSA 540:2 and RSA 540:3.

If the Tenant violates any other provision of this Agreement, the Landlord may issue a notice to quit giving the Tenant thirty (30) days to vacate the Premises, or as otherwise permitted by New Hampshire law.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

XV. ADDITIONAL TERMS AND CONDITIONS

Additional provisions:

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. This Agreement may only be amended in writing and signed by both parties.

XVII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates set forth below.

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XVIII. NOTARY ACKNOWLEDGMENT

State of New Hampshire

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ (Landlord) and _____ (Tenant(s)), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____ day of _____, 20____

(Seal)