



Residential Lease Agreement

This lease agreement (this "Lease") is hereby entered into by and between the Lessor described below and the Lessee described below, to be effective as of _____ (the "Effective Date").

Lessor:

Lessee(s):

Management Company:

Groma Property Management, LLC
31 New Chardon
Boston MA 02114
855-476-6291 Ext. 1

The Lessor (described above) hereby leases to the Lessee (described above), and said Lessee hereby leases from said Lessor, the following described premises subject to the terms and provisions set forth in this Lease.

Premises & Property

Apartment No. ____ (the "Premises") located at _____, _____, _____, _____ (the "Property").

- 1. Term of Lease.** The term of this Lease (the "Lease Term") shall be for a period of ____ months and ____ days, and shall commence on _____ (the "Term Commencement Date") at 5:00pm and continue until _____ (the "Term Expiration Date") at 11:00am. The Lessee shall vacate the premises at the expiration of the Term unless otherwise mutually agreed to in writing by Lessor and Lessee.
- 2. Lease Amount; Payments.** The total amount of rent due for the term shall be _____, and shall be payable in monthly installments of _____ on the 1st day of every month, in advance, so long as this Lease is in force and effect. Notwithstanding the foregoing; (a) if the lease term commences on a day that is other than the first of the month, then the Lessee shall pay the prorated amount for the first partial month (from the Term Commencement Date to the last day of the that month) in advance prior to the commencement of the Effective Date of the Lease; and (b) if the Term Expiration Date is not the

last day of the month, then the Lessee shall pay the prorated amount for the last partial month in advance on the rent due date for that month.

- a. **Late Payment Fee.** Each month, all outstanding balances that are thirty (30) or more days past due will incur a 5% late fee.
- b. **Holdover Use & Occupancy Rate:** The parties agree that should the lease not be renewed and the Lessee(s) fail to vacate at its expiration, or should the Lessee(s) fail to vacate upon any earlier termination of the lease, and the Lessee(s) hold over and remain in occupancy of the premises, then the Lessee(s) shall be deemed tenants at sufferance only and shall be responsible to pay a use and occupancy rate equal to \$1,000 in addition to the prior contracted rent. All monies paid by the Lessee(s) following the termination date of the lease, or paid in advance of the termination date but intended for a period after the termination date, shall be accepted for use and occupancy only, and shall not operate or be construed to extend the prior tenancy or create a new tenancy at will. Because the holding over by the Lessee(s) into any given month prevents the Lessor from re-leasing the premises for that month, the use and occupancy charge set forth in this paragraph shall be due on the first (1st) day of each month, in advance. Nothing in the prior paragraph shall restrict the Lessor from pursuing eviction or other available legal remedies against any parties remaining in the unit in the absence of a valid agreement with the Lessor.
- c. **Payment Through Portal; Automatic Payments.** All payments to the Lessor shall be completed through the Lessor's selected digital platform provider, such as Buildium, unless otherwise stated and confirmed by all parties in writing. All payments of Rent and other sums due under the Lease must be made by Lessee(s) at all times during the tenancy via automatic recurring rent payments through Lessor's online portal. Lessee(s) must ensure that Lessee(s) has correctly set up their portal account at the time of signing the Lease. Lessee(s) may not pay via any other means and it is a condition of the tenancy that Lessee(s) keep their portal account active during the tenancy. Lessee(s) failure to activate, or deactivation of, Lessee(s) portal account shall be a material violation of the Lease and shall be a fault basis to terminate the Lessee(s) Lease and tenancy. All rent payments must be made by the first day of each month, in advance, per the terms of the Lease. Automatic recurring rent payments may not be disabled. Disabling of automatic recurring rent payments by the Lessee(s) shall be a material violation of the Lease and shall be a fault basis to terminate the Lessee(s) Lease and tenancy. Lessee shall pay a charge of \$100 for each returned check or reversed electronic payment.
- d. **Concession Terms.** Any concessions or discounts granted to Lessee, at the time of signing or thereafter, are granted with the understanding that Lessee will fulfill all of their obligations under this Lease and any other contracts with Lessor or its agents. Lessor reserves the right to chargeback to Lessee the value of concessions or discounts granted if Lessee fails to meet one or more of their obligations under this lease at any time. If concessions or discounts are non-monetary, their value as reasonably determined by Lessor, will be charged back.

- e. **Additional Rent.** All fees, fines, charges, and/or other payments incurred or due pursuant to the terms of this agreement shall be considered additional rent and collectable as such.
3. **First Month's Rent; Last Month's Rent; Security Deposit.** The Lessees shall pay, in advance, First Month's Rent, Last Month's Rent and a Security Deposit in the amounts outlined in the Schedule of First Month's Rent; Last Month's Rent & Security Deposit, attached hereto. Last Month's Rent shall be paid in full on or before _____ and the Security Deposit shall be paid in full on or before _____. First Month's Rent shall be paid on or before the start date of this Lease Agreement. If these payments are not received by the due dates, Lessor may terminate this agreement.
4. **Joint and Several Liability.** If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.
5. **Statement of Condition.** At or prior to the commencement of the Lease Term, the Lessee has completed the Statement of Condition of the Premises attached hereto and incorporated herein.
6. **No Smoking.** Lessee shall not smoke, and shall be responsible for preventing smoking by other occupants, guests or invitees of the Premises anywhere within the Premises or the Property. For purposes hereof, the term "smoking" shall refer to the possession of any lighted cigarette, cigar, pipe or similarly-used article, whether or not containing tobacco. Lessor may designate areas on the Property outside the buildings where smoking may be allowed subject to such restrictions as Lessor may prescribe. Lessor makes no warranty, representation or other promise that no smoking will occur on the Property, including, without limitation, within the buildings. Any violation by Lessee hereunder shall be deemed a failure to comply with the terms and conditions of this Lease, entitling Lessor to pursue all available remedies.
7. **Maintenance.** The Management Company shall be responsible for coordinating the maintenance of the Premises and the Property. For maintenance, contact the Management Company using the contact information set forth above. Lessee(s) agree(s) to not conduct any testing of the premises or property without giving Lessor at least 72 hours of advance written notice to enable a representative to be present during testing. Lessee(s) agree(s) that failure to provide such notice means the testing is not admissible in any legal proceedings. Lessee(s) agree(s) to submit maintenance requests via the Lessor's online portal and provide the Management Company a reasonable amount of time to complete said maintenance requests.
8. **Heat, Garbage and Other Utilities.** Unless otherwise specifically set forth herein, the Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the leased Premises and presently separately metered, as well as for fuel oil kept in a separate tank which serves only the leased Premises (if applicable). The Lessor agrees to furnish reasonably hot and cold water and reasonable heat during the regular heating season (except to the extent supplied through utilities metered (or sub-metered) directly to the leased Premises or fuel oil kept in a separate tank as stated above), but subject to all applicable laws, the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not form a basis

of any claim for damages against the Lessor. If legally permitted, utility meters may consist of submeters installed to allocate charges incurred by the Lessor. Utilities must not be disconnected for any reason – including disconnection for nonpayment – until the lease Term Expiration Date. Any such disconnection resulting from action or inaction on behalf of the Lessee is considered an incurable breach of this contract, even if later reactivated. Utilities may only be used for normal household purposes and should not be wasted. Lessor reserves the right to bill back to Lessee all utilities that are the responsibility of Lessee according to this Lease which are paid for by Lessor for the Premises prior to the Term Expiration Date.

Lessor is responsible for ensuring a designated garbage area is properly maintained at the property. Lessee(s) are responsible for ensuring that the designated garbage bin(s) for the premises is moved to the sidewalk in compliance with local ordinances and guidelines, generally the evening prior to collection or early the morning of. After collection, the Lessee(s) are responsible for returning the designated garbage bin for the premises to the designated garbage area for the property no later than 12:00 PM on the day(s) of collection each week. Lessee(s) are responsible for ensuring the garbage for the premises is dealt with in accordance with all city and state guidelines and regulations. Lessor is responsible for maintaining and properly labeling the garbage bin and designated area. Lessee(s) agree to pay fines, and associated remediation and administrative costs, for violations issued to the property relating to activity that is deemed to be responsibility of the Lessee(s) including, but not limited to, proper disposal of garbage in accordance with Lessor's policies and city/town guidelines. These fines, administrative, and remediation costs shall be paid to Lessor. In the event that Lessor incurs such costs and it cannot be determined which apartment is responsible, Lessor will hold all Lessees at the property equally responsible, and the cost will be divided and charged back to all active tenant ledgers equally. Based on the waste management policies of the relevant jurisdiction, Lessor reserves the right, at its sole discretion, to provide trash and recycling bin pullout and return service service, to move trash and recycling bins to city designated pickup locations, and back, on behalf of Lessee(s) at a rate of \$40 per month, if Lessor incurs any fees or fines from the municipality due to trash violations at the property. Residents will be notified of any such charges in advance, and the fees will be added to their monthly rent statements.

- If this box is checked, Lessee(s) will not be charged for Water and Sewer usage as outlined in the section below.
- a. **Water & Sewer Billing.** This section details the requirements for billing back water and sewer bills to the Lessee(s) by the Lessor.
 - i. As permitted by Chapter 186, Section 22 of the Massachusetts General Laws (the "Act"), Landlord has installed submetering equipment to measure the quantity of water provided for the exclusive use of each dwelling unit and for the hallways and other common areas of the Building. In addition, all showerheads, faucets and water closets in the Premises qualify as "Water Conservation Devices" under the Act. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. Tenant shall pay to Landlord as additional rent charges for water usage and sewer service allocable to the Premises in accordance with the following provisions.

- ii. In order to determine the amount payable by Tenant, Landlord will initially examine its most recent water or sewer bill and divide the total amount payable (including customer service charges and taxes but excluding any interest for late payment, penalty fees or other discretionary assessments or charges) by the total amount of water consumption for the entire building. The result of this calculation is referred to as the "Unit Cost". Landlord will also verify that the total amount of water usage measured by all submeters in the Building, including all submeters for common areas, does not exceed the total amount of water usage in the Building for the same period covered by such bill (the "Billing Period"). Landlord will then multiply the amount of water consumed in the Premises during the Billing Period times the Unit Cost ("Tenant's Share").
- iii. Each bill sent by Landlord to Tenant pursuant to this Addendum shall set forth (1) the current and immediately preceding submeter readings for the Premises and the date of each such reading, (2) the amount of water consumed since the last reading, (3) the Unit Cost, (4) Tenant's Share, and (5) the date by which Tenant's Share is payable to Landlord. If Landlord sends such bills on a monthly basis, payment will be due fifteen days after the date the bill is mailed. If Landlord sends such bills at intervals greater than one month, payment will be due thirty days after the date the bill is mailed. If Tenant fails to pay Tenant's Share when due, such nonpayment shall be deemed a material breach of the Lease or other occupancy agreement between Landlord and Tenant. Such breach may be cured by payment of Tenant's Share in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside submetering service manager.
- iv. If the term of Tenant's Lease or other occupancy agreement commences after the beginning but before the end of the Billing Period then in progress, Landlord shall mail to Tenant on the first day of such term the submeter reading for the Premises as of that day. Landlord may thereafter bill Tenant only on the basis of water measured on the submeter subsequent to such reading.
- v. If the term of Tenant's Lease or other occupancy agreement terminates after the beginning but before the end of the Billing Period then in progress, Landlord shall give to Tenant on the last day of such term a final submeter reading for the Premises as of that day together with a final bill setting forth Tenant's Share on the basis of the Unit Cost calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final submeter reading and bill to Tenant on the last day of such term, Landlord shall do so by mail no later than the day thereafter. The amount so billed by Landlord shall be immediately due and payable by Tenant or may be deducted by Landlord from any security deposit paid by Tenant prior to returning the balance of the deposit, if any, to Tenant. If it is later determined that a lower Unit Cost was actually in effect during the period covered by Landlord's final bill, Landlord shall forthwith recalculate the amount due and mail to Tenant a revised bill together with a rebate for any overpayment.
- vi. Except as set forth in Paragraph 8, Landlord shall not charge or recover, nor shall Tenant otherwise be obligated to pay, any additional servicing, administrative,

establishment, meter-reading, meter-testing, billing or submetering fee or other fee related to the submetering of water usage or sewer service.

- vii. Landlord shall respond in a timely manner to any request by Tenant for the repair of any leak or other defect or malfunction in the water supply or sewer system servicing the Premises (including all Water Conservation Devices and submeters). Landlord shall be obligated to maintain such system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall have all rights and remedies provided by law for any overcharges under this Addendum or any violations of such Code.
- viii. Within the time allowed for paying any bill issued by Landlord in accordance with the provisions of this Addendum, Tenant may request that a person or firm with expertise in the installation and operation of water submeters and having no financial or other relationship with Landlord test the submeter servicing the Premises in order to determine whether such submeter is accurately measuring the water being used in the Premises. If, following such test, the submeter servicing the Premises is found to be measuring more water than is being used in the Premises, Landlord shall install a new submeter at Landlord's expense and also pay for the cost of such test. In addition, the person or firm conducting such test is required by the Act to determine as accurately as possible the amount of water which was improperly measured by such submeter in both the prior and current Billing Periods. Landlord shall calculate the amount by which Tenant was overcharged for the prior Billing Period and reduce the bill by such amount or, if such bill has already been paid, give Tenant a rebate in such amount. Landlord shall likewise adjust the bill to be issued to Tenant for the current Billing Period. If, following any test conducted pursuant to this Paragraph, the submeter servicing the Premises is found to be measuring no more water than is being used in the Premises, Tenant shall pay for the cost of such test or Landlord may add such cost to the next bill issued to Tenant pursuant to this Addendum.
- ix. In the event of a repair of a leak in the water supply system servicing the Premises, Landlord shall, after reviewing the billing records for the Premises and consulting with the licensed plumber repairing the leak, determine as accurately as possible what portion of the water usage measured by the submeter servicing the Premises resulted from such leak. Tenant shall be entitled to a credit in the amount by which Tenant's Share for the Billing Period in which the leak occurred exceeded the amount which would have been payable in the absence of such leak. No such credit shall be available, however, with respect to any period during which Tenant knew or should have known about the leak but failed to notify Landlord thereof.

9. Utility Setup. Citizen Home Solutions, our move-in concierge service, will be contacting you to assist you with the setup of your utilities. They offer a complimentary concierge service that will help set up all the essential utilities for your new home – like gas, electricity, internet, and cable and anything else applicable to the Premises. This is a free service and an easy way to ensure everything is ready and waiting for you when you move in.

To keep things on track with your lease agreement, it's required that at least your gas and/or electricity are set up by using Citizen Home Solutions and in your name by the start date of your lease.

Citizen Home Solutions will attempt to get in contact with you no sooner than 60 days prior to your lease start date. As a form of courtesy, Citizen Home Solutions will attempt to contact you via phone, text, & email at a maximum of 3 attempts. They'll reach out up to three times to make sure you're all set.

To activate your utilities immediately, schedule a call with Citizen Home Solutions for a specific date and time, by heading to <https://myfreeconnection.com/GromaLLC>

- 10. Care of Premises.** The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased Premises or the Property without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this Lease shall deliver up the leased Premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, aerials for television or other aerials, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased Premises. Lessee shall ensure the apartment remains at a temperature of 60 degrees fahrenheit or above at all times of the year. Lessee(s) shall use a surge protected and overload protected extension cord or electrical outlet adapter of a proper gauge and rating when using electrical devices requiring more than 15 amps on the premises, including but not limited to air fryers, hair dryers, space heaters and coffee machines. Lessee(s) agree that a service charge of \$100 shall be paid in full by the Lessee(s) for service visits to the premises resulting from the use of electrical devices more than 15 Amps without the use of a surge protected and overload protected extension cord or electrical outlet adapter.
- 11. Cleanliness.** The Lessee shall maintain the leased Premises in a clean condition. The Lessee shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Lessor.
- 12. Definitions.** The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants.
- 13. Delivery of Premises.** In the event the Lessor is not able through no fault of its own to deliver the leased Premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his election, shall be allowed reasonable time to deliver possession of the leased Premises, and if Lessor cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or Lessee may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor or the Property Manager to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.

- 14. Eminent Domain.** If the leased Premises, or any part thereof, or the whole or any part of the Property of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during the Lease Term, or any extension or renewal thereof, then at the option of either the Lessor or the Lessee, this Lease and said term shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving a written notice of exercise of such option to terminate in accordance with the notice provisions of this Lease set forth below. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. If this Lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased Premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased Premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased Premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claims based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.
- 15. Fire, Other Casualty.** If the leased Premises, or any part thereof, or the whole or a substantial part of the Property of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this Lease and said Lease Term shall terminate at the option of the Lessor by notice to the Lessee. If this Lease and said Lease Term are not so terminated, then in case of any such destruction of or damage to the leased Premises, or to the common areas of the Property customarily used by the Lessee for access to and egress from the leased Premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased Premises, shall be suspended or abated until the leased Premises shall have been put in proper condition for use and occupation. If the leased Premises or such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this Lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this Lease shall terminate on the last day of the then-current monthly rental period.
- 16. Disturbance, Illegal Use.** Neither the Lessee nor their family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased Premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased Premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other

occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No signs or other articles shall be hung or shaken from or affixed to the windows, doors, porches, balconies, or exterior walls or placed upon the exterior window sills without the Lessor's prior written consent in each instance.

- 17. Governmental Regulations.** The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, which is beyond the Lessor's reasonable control.
- 18. Common Areas & Other Outside Areas.** The Lessee(s) shall comply with the following requirements with respect to use of outside areas of the building, including decks, porches, patios, lawns and other common areas, and any interior areas of the premises that may be visible to the public (such as windows).
- a. **Storage of Personal Property:** No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways of the Property.
 - b. **Grilles and Outdoor Cookware.** The Lessee(s) are prohibited from using and/or storing cookware of any kind, including but not limited to grills, griddles, and portable ovens, on any decks, porches, patios, lawn areas, or any other common areas in on the property, unless first approved in writing by Lessor. Should such items be found anywhere on the premises in common areas or outside on the property without prior written approval from the Lessor, Lessor may remove and dispose of the items from the premises immediately and without notice.
 - c. **Signage.** Lessee(s) shall not paint, display, inscribe, place or affix any sign, picture, advertisement, notice, lettering, or direction on any part of the outside of the building or visible from the outside of the premises or building, unless first approved in writing by Lessor.
- 19. Insurance.** Lessee hereby acknowledges and agrees that: (a) Lessor is not responsible for the security of Lessee's personal property or the personal liability of Lessee in connection with their occupancy and use of the premises; and (b) the Lessor shall not be liable to the Lessee for such personal property or liability; and (c) Lessee must purchase renter's insurance in order to protect themselves from such liability.
- 20. Keys & Locks.** Upon execution of the Lease, Lessor will deliver access to the Leased Premises to the Lessee(s) only when all deposits and prepayments set forth in the Schedule of First Month's Rent; Last Month's Rent & Security Deposit, and all documents and information included in the Schedule of Documents Required for Move-In attached hereto are confirmed to have been received and validated by the Lessor. If

said deposits and or prepayments are not received, Lessor reserves the right to withhold access until such time as the payments have been received. Upon expiration or termination of the Lease, the Lessee shall deliver all keys and fobs for the Premises and the Property to the Lessor.

In the event that the exterior door lock or locks in the leased Premises are not in normal working order at any time during the term thereof, and if the Lessee reports such condition to the Lessor, then and in that event the Lessor shall, within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. In the event such damage is due to misuse by the Lessee, the Lessor shall have the right to charge the Lessee for such repairs/replacement which shall be paid as additional rent when billed. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicated key to any such changed, altered, replaced or new lock to the Lessor. Lessee shall be responsible for the replacement cost of any lost or damaged keys or fobs.

Lessee(s) shall be responsible for the maintenance and replacement of batteries in the smart lock system installed on the Premise's unit front door. Lessor shall monitor the battery level and inform Lessee(s) of a low battery status. Upon receipt of a low battery notice, Lessee(s) should promptly replace the batteries so that the smart lock battery status reads 100% after replacement. Lessee(s) will generally be notified when the battery level falls below a predefined threshold, which may vary by property. If a smart lock battery is not replaced promptly and reaches a critical level, Lessor will deploy a team member to replace the battery to avoid a lock out. In cases where battery failure results in lockout or security risks, and immediate access is required, Lessor may replace the smart lock batteries without prior notice. The cost incurred will be billed back to Lessee(s) as outlined above. In any event that Lessor replaces smart lock batteries a \$80 fee will be charged to Lessee(s) for the cost of labor and materials.

- 21. Loss or Damage.** The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased Premises by the Lessee, their family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the Premises or the Property within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased Premises or in any storage space at the Property or for any personal injury unless caused by the negligence of the Lessor.
- 22. Prohibited Use; Other Regulations.** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this Lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased Premises and the building of which they are a part, and of the benefit, safety, comfort and convenience of all the occupants of the Property. The Lessee(s) may not use the leased premises for any purpose relating to a business or retail operation or accept payment in any form for use of the leased premises from any other party without the express written consent of the Lessor.
- 23. Notices.** Written notice from the Lessor to any Lessee shall be deemed to have been properly given when addressed to Lessee at the address/contact information set forth above and sent as follows: (a)

four days after sent by first class mail; or (b) delivered by hand to the premises; or (c) when sent by courier or overnight delivery service with delivery charges prepaid; or (d) when sent by email provided that Lessor can provide reasonable evidence that such email was received by the Lessee. Such notice shall be deemed to be delivered when delivered to anyone expressly or impliedly authorized to receive messages for the Lessee, or to any adult who resides with the leased Premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given when addressed to the Lessor or the Management Company at the address/contact information set forth above and sent as follows: (a) three days after sent by first class mail; or (b) delivered by hand to the Lessor or Management Company; or (c) when sent by courier or overnight delivery service with delivery charges prepaid; or (d) when sent by email provided that Lessee can provide reasonable evidence that such email was received by the Lessor or the Management Company.

24. Parking. Parking on the Property by the Lessee or any occupant, guest or invitee of the Lessee is prohibited unless parking rights are specifically set forth in a separate written parking agreement signed by Lessor and Lessee, and then only in accordance with the terms set forth in the separate parking agreement.

Lessee acknowledges and understands that occupying a parking space on the Property that has not been formally assigned to Lessee via a separate parking agreement may result in a \$200.00 fine or being towed.

If Lessee is interested in potentially renting a parking space, please fill in the relevant vehicle information below. Filling in the information below does not guarantee a space, nor will you be charged for a spot without signing a separate written parking agreement, though Lessor will seek to give preference to residents who pre-express interest in parking spaces. This form simply indicates interest and enables us to check if the available parking spaces will fit their car's make and model. A written parking agreement will be provided for Lessee's review after the expression of interest indicated by filling in your car information below.

Lessee's Vehicle Information (if multiple, simply separate vehicle details by a comma):

Vehicle Make	
Vehicle Model	
Vehicle Color	
License Plate State	
License Plate Number	

25. Pets. Lessees are allowed to have up to two dogs or cats and a fish tank no bigger than 30 gallons. There are no breed restrictions on dogs, however, pets with a bite history may be rejected. Other animals (guinea pigs, snakes, lizards, frogs, chinchillas etc...) are only permitted at management's discretion. It is incumbent upon Lessee to maintain a clean and neighbor-friendly environment with

their pets. In the event that a cleanup or repair is required on behalf of your pet's activities, you will be billed for such efforts.

Lessees must provide all medical records for their pets showing that all vaccinations are up to date prior to the lease start date and on an annual basis thereafter. Permission to have pets in the premises may be revoked at any time, at the discretion of the Lessor, if it becomes a nuisance for the neighbors or damaging to the building, or if Lessee fails to provide the necessary vaccination and medical information.

Lessee shall pay \$35.00 per cat and \$75.00 per dog in additional rent for each pet due in advance of the 1st of each month for the duration of the Lease Agreement. Lessee shall also provide a self-accredited statement that their pet has not harmed another individual or another pet as shown in the Pet Addendum herein included (or sent separately) if applicable. If you add a pet during your tenancy, it is your responsibility to notify us prior to doing so and sign the Pet Addendum and adhere to these terms. Unauthorized pets may be grounds for eviction and/or retroactive application of additional rent.

In the event that the Lessee(s) are determined to be housing one or more pets on the premises without the express written permission of the Lessor, Lessee(s) will be subject to pay a fine equal \$250.00, plus retroactive payments of \$75.00 per month through the start of this lease term.

- 26. Plumbing.** The water closets, disposals, sinks, dishwashers, waste pipes and other plumbing facilities shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same, and any damage to such appliances, the plumbing or the building caused by the misuse of such equipment shall be borne by Lessee. Lessee shall be expected to remedy any clogged plumbing fixture themselves, and Lessor shall only bear the cost of any remedy if the issue requires professional expertise. Services paid for by Lessor for home remedies to any clogs shall be billed back to Lessee.
- 27. Repairs.** The Lessee hereby acknowledges and agrees that during the term of this Lease and for such further time as the Lessee shall hold the leased Premises or any part thereof, the Lessee will at all times keep and maintain the leased Premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased Premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand. If Lessee uses the emergency contact center to address a non-emergency repair regularly, as reasonably determined at the sole discretion of Lessor, Lessee will incur a \$250 fine and must pay the costs incurred by Lessor.
- 28. Right of Entry.** The Lessor (including, without limitation, by and through its Management Company) may enter upon the leased Premises to make repairs thereto, to inspect the Premises, or to show the Premises to prospective tenants, purchasers, or mortgagees. Reasonable advance notice shall be

provided, however, no advance notice shall be required in the event of an emergency. The Lessor and/or the Management Company may also enter upon the said Premises if the same appear to have been abandoned by the Lessee or as otherwise permitted by law. The right of the Lessor hereunder shall include the right to facilitate tours of the Premises for such prospective tenants, purchasers, or mortgagees, and Lessee(s) agree to clean up the Premises to a reasonable standard for such showings or be charged a fee for a cleaning service. Lessee agrees to not engage in any behavior or activity that could reasonably, determined at the sole discretion of Lessor, make entrants with the right of entry feel unease, discomfort or otherwise create a hostile environment. When hosting entrants, best practices to abide by include, but are not limited to, being respectful of personal boundaries, refraining from any form of harassment, discrimination, intimidation, overtly rude, false or disparaging statements, or disruptive behavior that may adversely impact the entrants time in the premises. Lessee understands that their cooperation in fostering a welcoming and comfortable atmosphere is vital in maintaining a successful community and ensuring that all community members can engage with one another without undue stress or discomfort.

29. Non-Performance; Breach by Lessee. If the Lessee(s) shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if any Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this Lease by:

- a. A seven (7) day written notice to the Lessee to vacate said leased Premises in case of any breach except only for non-payment of rent; or
- b. A fourteen (14) day written notice to the Lessee to vacate said leased Premises upon the neglect or refusal of the Lessee to pay the rent as additional rent as contained herein.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements. Lessee(s) agree that any and all costs and expenses incurred by the Lessor as a result of a breach by Lessee(s), including but not limited to attorneys fees, court costs, and legal fees will be paid for in full by the Lessee(s) within 30 days of the termination of this agreement.

Should any of the Lessee(s) be issued an official notice of lease termination by Lessor during the Lease Term, any and all other agreements that have been made between any of the Lessee(s) and the Lessor or the property management company, described in this agreement, including but not limited to advance lease renewals, may be deemed null and void and/or terminated at the sole discretion of the Lessor. Additionally, should the Lessee(s) have a current existing lease with Lessor or Property Management company, to which this document is a renewal or extension thereof, any violations of the terms or requirements of such current agreement will be deemed violations and grounds for termination of this new lease whether prior to or following the lease start date.

30. Lessee's Covenants in the Event of Termination. The Lessee covenants that in case of any termination of this Lease, by reason of the default of the Lessee, then at the option of Lessor:

- a. The Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term, including any extension or renewal thereof, exceed the fair rental value of said Premises for the remainder of the Lease Term, including any extension or renewal thereof; and
- b. Lessee covenants that they will furthermore indemnify the Lessor from and against any loss and damage sustained from time to time by reason of any termination caused by the default of, or the breach by, the Lessee, including, to the fullest extent permitted by applicable law, any and all costs (including attorney fees, court costs and other professional fees); and
- c. Lessor's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased Premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to relet the same; a re-letting fee (exclusive of any costs pursuant to subsection (b) above) of \$1,500 should the lease termination require the Lessor to move forward with a court trial during the eviction process, which fee shall be considered additional rent; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings. and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.

31. Removal of Goods. Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee, provided, however, that if the Lessor removes the Lessee's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

32. Non-Surrender. Neither the vacating of the leased Premises by the Lessee, nor the delivery of keys/fobs to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased Premises, unless so stipulated in writing by Lessor.

33. Subletting. The Lessee shall not assign nor underlet/sublease any part of the whole of the leased Premises without the express written consent of the Lessor, which consent may be withheld by the Lessor in Lessor's sole discretion. Using Airbnb, VRBO and the like to temporarily rent out the unit is explicitly disallowed.

34. Permitted Occupants; Guests. The Lessee shall not permit the leased Premises to be permanently occupied by any persons other than: (a) the Lessees specifically named above; and (b) minor children of the Lessee; and (c) any other permitted occupants (if any) specifically set forth below (the "Permitted Occupants"), provided, however, that in any event the total permanent occupants of the Premises shall not exceed an amount in excess of two persons per bedroom.

In addition to the Lessee(s), the following person(s) are also permitted to occupy the Premises:

In addition, The Lessee shall not permit the leased Premises to be temporarily occupied by any guests for a period longer than a temporary visit (i.e., less than seven days either consecutively or in the aggregate in any 60 day period), and provided further that the occupancy by such guests shall not unreasonably overcrowd the Premises or cause any nuisance to other lessees at the Property. Under no circumstances may any portion of the leased Premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor which consent may be withheld by Lessor in its sole discretion.

- 35. Liability.** In the event that the Lessor or Management is not a natural person, no individual trustee, beneficiary, partner, manager, member, officer, director, shareholder or other principal of such Lessor or Management Company shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased Premises, the use or the maintenance of said Premises or the Property on which the Premises is located.
- 36. Waiver.** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
- 37. Separability Clause.** If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 38. Attached Forms.** The following scheduled forms, if any, are attached hereto and are hereby incorporated herein by reference.
- a. Schedule of First Month's Rent; Last Month's Rent & Security Deposit
 - b. Schedule of Documents Required for Move-In
 - c. Statement of Condition of the Premises
 - d. Tenant Lead Law Notification
- 39. Termination.** The Lessee(s) acknowledge(s) that the lease terminates at 11:00 am of the final day of the Lease Term. Lessee(s) must ensure that the apartment is empty and professionally cleaned by that time to be ready for the next tenant(s). Lessee(s) must notify the Lessor if they wish to hire their own cleaning service for the Premises at least six weeks prior to the termination of the Lease. If the Lessee(s) do not provide written notice to the Lessor by such time, Lessee(s) consent to pay a \$250 cleaning fee, charged one month prior to the termination of the Lease.

Once the cleaning has been performed, Lessee(s) are responsible for maintaining the Premises in a similar condition until they vacate the Premises or returning the Premises to similar condition after they vacate. If the Lessee(s) fail to do so, the Lessor may deduct the additional cleaning charges from the security deposit.

It is of the utmost importance that the apartment be clean, empty and ready at 11:00 AM for the next tenant(s). Should the Lessee(s) fail to fully vacate by 11:00 am of the final day of the Lease Term,

Lessee(s) must pay a sum of \$500 per day (including the final day of the Lease Term on which Lessee(s) were obligated to vacate) which shall be charged as additional rent and may therefore be deducted from the Security Deposit. Such fee is deemed earned and charged in full each day for any full or partial day the apartment is occupied after 11:00 AM on the final day of the lease. The final inspection will include, but is not limited to:

- a. Kitchen: removal of all food items from the refrigerator/freezer and cabinets. Cleaning and defrosting the refrigerator/freezer, and wiping cabinets. Cleaning the stove/oven.
- b. Bathroom(s): cleaning and disinfecting the tub/shower. Cleaning and disinfecting the toilet/sink.
- c. Overall: vacuuming, sweeping, mopping of all floors. The removal of trash from the apartment. And removal of all furniture and personal items.

Lessee(s) are required to provide a full and accurate address for their next place of residence for each Lessee at the termination of this lease. Additionally, should the Lessee(s) vacate the premises with an unpaid balance, Lessor may acquire credit reports for each Lessee at any time until the balance has been paid.

40. Fire Insurance Relocation Costs. Pursuant to M.G.L. c. 175, section 99, the Owner hereby provides you with written notice that it will provide insurance for up to \$750.00 in benefit, per rental unit, to cover the actual costs of relocation if a Resident is displaced by a fire or damage resulting from a fire on the premises.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease agreement under seal to be effective as of the Effective Date first set forth above.

Tenant Name(s):

Signature(s):

Date:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Landlord Name :

Signature:

Date:

_____	_____	_____
-------	-------	-------

Schedule of First Month's Rent; Last Month's Rent & Security Deposit

The Lessee(s) have agreed to pay the following amounts of First Month's Rent; Last Month's Rent and Security Deposit in advance in connection with this Lease agreement.

First Month's Rent: _____ **Due Date:** _____

Last Month's Rent: _____ **Due Date:** _____

Security Deposit: _____ **Due Date:** _____

The Lessee/Tenant hereby acknowledges they have read and understand the following:

- Security Deposit.** Lessor is required to hold any security deposit collected in a separate interest bearing escrow account and provide the Lessee(s) with a receipt, identifying the bank and account number. Lessor is required to provide the Lessee(s) with a Statement of Condition of the Premises at the time of receipt of the security deposit or within fifteen days after commencement of the tenancy, whichever is later. If the security deposit is held for more than one year, the Lessor must pay interest each year to the Lessee(s). Upon termination of the tenancy, it is incumbent on the Lessee(s) to provide the Lessor with a forwarding address for the delivery of any reimbursements owed to the Lessee(s). Within thirty days after termination the Lessor must return the security deposit with interest, less lawful deductions which include unpaid rent. If the Lessor deducts for damage to the Premises, the Lessor shall provide the Lessee(s) with an itemized list with written evidence of actual or estimated repair costs. No amount shall be deducted for damage listed in the Statement of Condition filled out by the Lessee(s) at the time of receipt of the security deposit or within fifteen days after commencement of the tenancy, whichever is later. Upon sale of the premises, the Lessor shall transfer the security deposit with accrued interest to the new owner. Lessee(s) agree to utilize any security deposit management software or services chosen by the Lessor.
- Last Month's Rent.** If the last month's rent has been received, the Lessor/Landlord is not required to hold that rent in a separate escrow account, but is required to pay interest annually to the Lessee/Tenant at the rate of five percent per year annually (pro-rated for shorter rentals) or pay such lesser interest as is actually received from the bank (if the last month's rent has been held in escrow). Upon termination of the tenancy, the Lessee/Tenant should provide Lessor/Landlord with a forwarding address.

Schedule of Documents Required for Move-In

Lessee(s) have agreed to provide the following information and documentation in connection with this Lease agreement. If the following items have not been received prior to the start date of the Lease Agreement, Lessor may withhold access to the Leased Premises until such time as all information has been collected and validated. For each day of the Lease Agreement for which access to the unit is restricted in any way by the Lessor, Lessor may not charge rent for that period.

Due Date For All Forms: _____