

- 2. HEAT AND OTHER UTILITIES**

TENANT: This section governs utility payments. Be sure to discuss with the Lessor those payments which will be required of you for this apartment.

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 demised premises and presently separately metered. The Lessor agrees that he will furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the demised premises as stated above) during the regular heating season, all in accordance with applicable laws, but 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 (subject to applicable law) form a basis of any claim for damages against the Lessor.
- 3. ATTACHED FORMS**

The forms, if any, attached hereto are incorporated herein by reference.
- 4. 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, 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, television or other arials, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.
- 5. CLEANLINESS**

The Lessee shall maintain the leased premises in a clean condition. He 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.
- 6. DEFINITIONS**

The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he," "his," and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. 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.
- 7. DELIVERY OF PREMISES**

In the event the Lessor is not able through no fault of his 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 he 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 to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.
- 8. EMINENT DOMAIN**

If the leased premises, or any part thereof, or the whole or any part of the building 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 said 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 the manner described in Section 17 of this lease. 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. This mailing of the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon the giving of such notice, this lease shall be terminated as of the date of the 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 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 claim based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.
- 9. FIRE, OTHER CASUALTY**

If the leased premises, or any part thereof, or the whole or a substantial part of the building 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 term shall terminate at the option of Lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of such destruction of or damage to the leased premises, or to the common areas of the building 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.

- 10. DISTURBANCE, ILLEGAL USE** Neither the Lessee nor his 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 articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills.
- 11. 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 so doing because of any law or governmental action or any order, rule or regulation of any governmental agency, (other than those regulating rents) which is beyond the Lessor's reasonable control.
- 12. COMMON AREAS** No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways.
- 13. INSURANCE** Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
- 14. KEYS AND LOCKS** Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by 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 hereof, and if the Lessee reports such condition to the Lessor, then and in that event, the Lessor shall, within a receipt of notice from the Lessee of such condition, repair or replace such lock or locks. 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 duplicate key to any such changed, altered, replaced or new lock to the Lessor.
- 15. 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, his family, friends, relatives, invitees, visitors, agents, or servants or from carelessness, neglect or improper conduct of any of such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions of 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 in the building or for any personal injury unless caused by the negligence of the Lessor.
- 16. NOTICES** Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been assigned by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
- 17. 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 for the benefit, safety, comfort and convenience of all the occupants of said building.

- 18. PARKING** None included
- 19. PETS** No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent; and consent so given may be revoked at any time.
- 20. PLUMBING** The water closets, disposals, and waste pipes shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
- 21. REPAIRS** The Lessee agrees with the Lessor that, during 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.
- 22. RIGHT OF ENTRY** The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgages. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law.
- 23. NON-PERFORMANCE OR BREACH BY LESSEE** If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the 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:
1. 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
 2. 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 herein provided.
- 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.
- 24. LESSEE'S COVENANTS IN 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 or any extension or renewal thereof exceed the fair rental value of said premises for the remainder of the term or any extension or renewal thereof; and
 - (B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of or the breach by the Lessee. Lessor's damages hereunder shall include, but 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 re-let the same; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.
 - (C) At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date.
- Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.
- 25. 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.
- 26. NON-SURRENDER** Neither the vacating of the premises by Lessee, nor the delivery of keys to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased premises, unless so stipulated in writing by Lessor.
- 27. SUBLETTING,** The Lessee shall not assign nor underlet any part of or the whole of the leased premises, nor shall permit the leased

NUMBER OF OCCUPANTS

premises to be occupied for a period longer than a temporary visit by anyone *except the individuals specifically named in the first paragraph of this lease*, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.

28. TRUSTEE

In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership 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 building or its approaches and equipment.

29. 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.

30. 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.

31. COPY OF LEASE

The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.

32. REPRISALS PROHIBITED

The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

33. ADDITIONAL PROVISIONS

- 1. Lessor may require direct debit rental payment from the 1st lessee named on the lease.**
- 2. Additional provisions attached are incorporated herein by reference**

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

Lessee

Lessee

Lessee

Lessee

Caitlin Freeman, Property Manager, Premier Property Solutions, LLC.,
As agent for Owner

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee to the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all surety-ship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Lessee.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

ADDENDUM TO PROPERTY: 123 Anywhere Street #1 All Premier Property Solutions, LLC. (herein PPS) tenant(s) are required to sign the following addendum:

ATTN: All applications for rental must be accompanied by this signed lease addendum together with the signed lease. No applications for rental will be accepted without this signed addendum.

LESSOR ACKNOWLEDGES RECEIPT OF **\$3,900.00** AS FIRST MONTH'S RENT.
LESSOR ACKNOWLEDGES RECEIPT OF **\$3,900.00** PREPAID LAST MONTH'S RENT.
LESSOR ACKNOWLEDGES RECEIPT OF **\$3,900.00** AS A SECURITY DEPOSIT.
LESSOR ACKNOWLEDGES RECEIPT OF **\$0.00** AS A KEY DEPOSIT.

- (1) All Lessees are hereby notified that they should maintain at all times tenants insurance to protect against the theft of the tenants personal possessions or damage or destruction of personal belongings due to fire, flood or some other disaster.
- (2) In the event that the lessee is found to have caused a fire or flood to the property due to the lessees own negligence, then the lessee agrees to pay for the insurance deductible for the building insurance. Deductibles for fire or flood are \$10,000.
- (3) The undersigned Lessees hereby acknowledge receipt of the apartment condition statement, rent & security deposit receipt & lead paint rider.
- (4) The apartment condition statement must be returned within seven days of initial occupancy. Otherwise, the unit is deemed to be in excellent condition with no defects.
- (5) The Lessees recognizes that the apartment is being delivered in as is condition and that no repairs or improvements have been represented by the broker or property manager. Any changes to this provision have to be in writing and signed by both parties.
- (6) **PPS POLICY FOR EARLY LEASE TERMINATION:** As you know you have a fixed term lease which obligates you to pay until the end of the lease term. PPS expects that you & only you will pay until the term has expired. PPS will hold the current tenants responsible for the performance of the lease including making all payments through the end of the lease term. You may however sublet your unit to another set of tenants. If this is the case, you are required to find someone to take your place until the lease term expires. In any event, the contract you signed dictates that rent payments come from you, the lessee. In the event that you find a suitable replacement to take your place under the lease terms, please have them mail the rent to you and you will in turn pay PPS. PPS will also try to find a suitable replacement tenant, however, there is no guarantee that we will locate one in time. It is in your own best interest to find a sub-tenant. If the subtenant damages the property in any way, PPS will hold the original tenants liable for any and all damage. If the subtenant does not damage the property and proves to be compatible with the building, the subtenant will be offered the chance to renew the lease upon expiration of your existing lease. In this case, please have the sub-tenant contact this office via e-mail to make an appointment to sign a new lease. Please e-mail to cf@premierpropertyma.com. Failure to make lease payments after you have vacated the unit constitutes a breach of contract and will subject you, all co-tenants and all co-signers to aggressive collection action to the fullest extent the law provides.
- (7) No utilities are included with the rent unless otherwise specified on the lease contract.
- (8) Lessor does not warrant that the fireplace works (if applicable).
- (9) If the lessee abandons the unit, lessor may elect to enter said unit, remove lessees property, including furniture, clothing and other personal property and to place the same in storage as required by law, all at the sole risk and expense of the lessee and to relet the premises. Conclusive evidence of abandonment shall be failure to pay rent, pick up mail and answer notices for 30 days.
- (10) Upon termination of this lease, if the lessee fails to vacate the leased premises and holds over wrongfully without the written permission of the lessor, lessee shall be responsible for the full term of the rent pursuant to the previous lease.
- (11) There is a \$50.00 charge for all returned checks.
- (12) **The rent is due no later than the 1st business day of each month or 7th by automatic bank draft.**
- (13) Should rent become delinquent more than 10 days then a 14 Day Notice to Quit will be issued at the lessees expense. The cost for a 14 Day Notice to Quit is \$250.00. Failure to pay said costs shall be considered a breach of the lease contract.
- (14) There will be a \$500 charge for each Summon and Complaints which will be sent after the rent is delinquent more than 14 days.
- (15) In the event that the rent is late then the lessee shall be responsible for all Lessor costs associated with the late payment of rent i.e.: Mortgage late fees, etc.
- (16) Lessee recognizes that the undersigned is the landlords agent and not the actual owner of the unit/building.
- (17) For all September 1 tenants: Lessees recognize that September first is the busiest time of year, it may happen that the previous tenant does not move out on time and that the apartment may be left a mess. Lessees agree that if upon moving in to the unit the lessee discovers that the premises are not clean to their satisfaction then the lessees shall at their own expense clean the unit until they are satisfied, the

lessor agrees to reimburse the lessee for any cleaning supplies purchased up to \$100.00 provided that the lessees can show receipts for the same.

(18) No candles of any kind are permitted on the premises.

(19) Tenants are responsible for all clogged and/or damaged disposals, drains and toilets due to their neglect.

(20) Reasonable notice is hereby defined as 4-6 hours notice via e-mail, text or phone call, if no reply, unit will be shown, tenants do not have the right to refuse access under any circumstances.

(21) Positively no pets are allowed unless agreed to in writing.

(22) Lessor or Lessor's agents will at all times have the right to access the unit for the purpose of repairs, to show prospective buyers or renters, and for periodic inspections. Every effort will be made to notify the tenants of such intent to access.

(23) If applicable, the tenants agree to pay fines assessed to the condominium which are caused by the tenants' violation of Condominium rules pertaining to loud noise, disturbances, destruction of property and all other bylaws. The tenants acknowledge the receipt of the Condominium rules.

(24) The tenants absolutely will not be permitted to use the security deposit as last month's rent.

(25) The tenants are responsible for the removal of trash from their apartment to the appropriate trash area.

(26) Tenants are responsible for the upkeep of their unit. Tenants may not change or modify the apartment in any way without the lessor's written approval. Expenses incurred upon the Lessor to put the unit back to its original condition or expenses for cleaning, removal of rubbish, patching and painting holes, unreturned keys, or any other repairs for damage caused by the tenants will be deducted from the security deposit.

(27) The smoke detector is to be checked on a monthly basis and reported to the Landlord or the Management Company if there is a problem. Replacing batteries is the responsibility of the tenant.

(28) As required by law, the security deposit is presently or will be held in a separate, interest bearing account at CitiBank located at 800 Boylston Street, Boston, MA, Acct #125-5253485.

(29) Window shades and light bulb replacements are the responsibilities of the tenants as are fuse replacements and replacement of the 9V smoke detector battery.

(30) It is **NOT** a condition of the lease that the apartment be painted.

(31) There will be a \$150.00 minimum charge to any tenant who adds, changes or removes any lock to the leased premises without prior consent from the Lessor. The tenant additionally must provide the Lessor with a copy of the new keys.

(32) ROOF DECK RULES (If applicable) Our roofs are the most attractive in Boston. Please keep them this way by observing the following rules.

- 1- Nothing should be thrown over the parapets. DO NOT toss cigarettes or matches off the roof deck.
- 2- No one is allowed on the portion of the roof which is not covered by the deck, unless it is to investigate or repair the roof or an adjacent fixture. Walking on the unprotected portion of the roof may compromise the integrity of the roof seal.
- 3- No furniture is allowed on the roof deck, you may bring chairs from your unit. Any belongings left on the roof deck will be thrown out without notice.
- 4- Small gatherings on the roof deck at any time should be arranged through management, so as not to hamper passage by others. When planned parties are given, the host or hostess should arrange for the removal of all trash promptly. Parties should in no way interfere with or usurp the privileges of other residents who wish to use the roof deck.
- 5- Guests or visitors' children under the age of 16 years are not allowed on the roof unless accompanied by their parents at all times.
- 6- All radios, tape recorders and musical instruments must be kept at a low volume so that they do not disturb any other resident.
- 7- Any guest of a resident who is disorderly, abusive or disrespectful to the property and/or any other resident, guest or staff member and who interferes with the quiet enjoyment of the premises will be required to leave the area and/or the building immediately if asked by any management staff or the property manager. Said person(s) will thereafter be refused admittance to the roof deck.
- 8- At no time may a tenant hold a private function or party with greater than ten (10) non-resident guests in the roof deck area without the prior written approval of the property manager.
- 9- Use of the roof deck by residents or guests, where allowed, is at their sole risk. The building owner and/or management are not responsible for personal items left in this area. Residents should not leave any glasses, bottles, or containers on the roof deck and will notify the management if any damage occurs due to accidental spillage of liquid or solid refreshments. Residents shall limit their number of guests in consideration of it's use by other residents. Noise

shall be kept at a minimum and any person or group of people may be asked to leave the area if they are noisy, rowdy and/or not showing consideration for other residents.

- 10- The management assumes no responsibility for any accident or injury in connection with the use of the roof deck area. Residents and their guests using this area covenant and agree with the management for and in consideration of the use of the roof deck as an added facility to make no claim against the owner and/or the management for or on account of any loss of life or personal injury or damage to or loss of personal property.
- 11- Bare feet are not allowed anywhere in the building except on the roof. Shoes can be removed once you get to the roof.
- 12- In all common areas, except the roof deck, shirts are considered proper attire and must be worn at all times.
- 13- The roof deck may be used between the hours of 10:00 A.M. and 10:00 P.M.

(33) Lessees understand that they are required to vacate the unit of all belongings by 12:00 pm midnight on the final day of the lease term.

(34) Lessees must clean the unit prior to moving out. Failure to clean the unit and remove all trash will result in a minimum charge of \$350.00. Cleaning includes: **Kitchen** - Removal of all food items from cabinets and refrigerator/freezer. Cleaning the refrigerator, dishwasher, stove, countertops, cabinets, floors. **Bathroom** - cleaning/disinfecting the tub, shower, toilet, sink, floor. **Overall** - Vacuuming, sweeping, mopping all floors, removal of all personal items.

(35) Lessee is responsible to keep apartment free of moisture/water on windows, floors, etc. Any sign of leaks or mold must be brought to the attention of the Lessor immediately. Failure to do so will make Lessees fully liable for any and all water/mold damage incurred.

(36) Lessor is not responsible for cable connections, phone jacks, phone service or cable service.

(37) If the Lessor cannot deliver the unit through no fault of the Lessor that the Lessor can not be held liable for any damages.

(38) If the Lessor determines that the lessees have abided by the lease agreement, then the lessee will be given the opportunity to renew for an additional year at a new rent (To be announced). **All renewal notices will be sent out on or before December 1st and all responses will be due back on or before January 1st.** Failure to respond on or before January 1st, shall be an indication that the lessees are not interested in renewing and the unit will be placed on the September 1st availability list. If you have failed to notify PPS by January 1st and the unit is subsequently re-rented for September 1st, then you will forfeit your right to renew the lease.

(39) If you choose to renew your lease, Leasees agree to pay the difference in their security deposits and last months rent deposits prior to the renewal date.

(40) The lessees must cover the unit floors 60% with area rugs for protection of the floors and to insulate the noise from the unit below.

(41) In the case that PPS provides written consent to terminate a lease early, a \$250.00 non-refundable re-rental fee will be charged.

(42) In the case that PPS provides written consent allowing tenants to change a roommate during a lease period, a non-refundable fee of \$100.00 is charged.

I (we) have read this lease addendum agree to comply with all terms and conditions stated above.

Signed under the pains and perjury of law:

Lessee

Lessee

Lessee

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Caitlin Freeman, Property Manager, Premier Property Solutions, LLC.,
As agent for Owner

Tenant Contact Information

Address: 123 Anywhere Street #1, Boston, MA 02116

Tenant Name:	Work #:	Cell #:	Email:	College/University

Premier Property Solutions will provide this information to Colleges and Universities as required by the City of Boston.

STATEMENT OF CONDITION

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the Lessor or his agent within fifteen (15) day after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

Landlord: Premier Property Solutions, LLC
311 Summer Street, Suite 200, Boston, MA 02210

Tenant: SAMPLE LEASE

Rental Premises: 123 Anywhere Street, Unit 1, Boston, MA 02116

Landlord's Statement: The condition of the Rental Premises has been examined and is as follows: *[describe condition and note any problems]* **The apartment is in a clean and habitable condition with no defect.**

Date: _____

Landlord or authorized agent

Tenant's Statement: I have examined the condition of the Rental Premises and have reviewed the Statement of Condition. I agree that the Statement of Condition is complete and accurate and I agree to it.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Lead Law Notification

What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be deleaded or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling

lead paint. You can get a list of licensed deleadors from the state Department of Labor and Workforce Development. Deleadors are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleador, the owner or someone who works for the owner who is not a licensed deleador can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)
617-753-8400, 1-800-532-9571
617-565-3420

Your local lead poisoning prevention program
or your local Board of Health

U.S. Consumer Product Safety Commission
(Information about lead in consumer products)
1-800-638-2772

U.S. Environmental Protection Agency, Region I
(Information about federal laws on lead)

Massachusetts Department of Labor and
Workforce Development
(List of licensed deleadors)
617-969-7177, 1-800-425-0004

National Lead Information Center
(General lead poisoning information)
1-800-LEAD-FYI

Tenant Certification Form

Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) Tenant has received copies of all documents circled above.

(d) Tenant has received no documents listed above.

(e) Tenant has received the Massachusetts Tenant Lead Law Notification.

Agent's Acknowledgment (initial)

(f) Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for leadbased paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/Lessor	Date	Owner/Lessor	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tenant	Date	Tenant	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Agent	Date	Agent	Date

Owner/Managing Agent Information for Tenant (Please Print):

<u>Premier Property Solutions, LLC 311 Summer Street, Suite 200</u>			
Name	Street		
Boston	MA	02210	617/345-0045
City/Town	Zip		Telephone

_____ I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: _____

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

Tenant and owner must each keep a completed and signed copy of this form. CLPPP95-17 Rev.5/04

RENT AND SECURITY DEPOSIT RECEIPT

To: SAMPLE LEASE
Unit: 123 Anywhere Street #1
Date: 5/3/12

We hereby acknowledge receipt of your check # _____ in the amount of \$ _____ to be applied as follows:

- | | |
|---|------------|
| 1) First Months Rent 9/1/12 through 9/30/12 | \$3,900.00 |
| 2) Last Months Rent | \$3,900.00 |
| 3) Purchase or installation cost for a key and lock | \$0.00 |
| 4) Security Deposit (see attached condition form) | \$3,900.00 |

SECURITY DEPOSIT

- A. The Lessor acknowledges receipt from the Lessee of \$3,900.00 (an amount not to exceed one month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.
- B. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting
- (1) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to any general or special law.
 - (2) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C: and
 - (3) A reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties or perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.
- C. The Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.
- D. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be held in a separate, interest-bearing account.

(number: 1255386675) at _____ CitiBank _____
800 Boylston Street Boston, MA 02199
Address City Zip

If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is five percent (5%), provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of the tenancy, indicating where such interest may be given or sent.

Date received ___/___/___

Tenant Signature: _____

Lessor:

Premier Property Solutions, LLC.
311 Summer Street, Suite 200
Boston, MA 02210
617-345-0045

Agent:

Name:
Address:
Telephone: