



**330 Highland St.
Worcester, MA 01602
Tel: 508-365-5300
Fax: 508-365-5330
www.RentKM.com**

MASSACHUSETTS RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this ____ day of _____ by and between the Lessor: _____, (hereinafter referred to as "Landlord"), and the Lessee(s): _____ All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE

Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Worcester County, Massachusetts, with address of:

Appliances included with the unit:

- Refrigerator
- Stove
- Dishwasher
- Microwave
- Wash Machine
- Dryer

2. NATURE OF OCCUPANCY

As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

Xzavier Hernandez
Yetziel Rivera

)* Page 22

3. TERM OF LEASE

This Lease shall commence on the ____ day of _____ and extend until its expiration on the ____ day of _____ for period of about _____ unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit the sum of \$_____ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear accepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease and upon so doing Landlord shall be released from all liability to Tenant for return of said

security deposit.

In compliance with Massachusetts General Laws 186-15B:

Landlord shall provide Tenant with a written statement of the present condition of the premises to be leased, listing any damage then existing. Tenant shall determine whether the statement is correct, and sign if so. If not correct in Tenant's opinion, then Tenant shall make corrections and/or additions to Landlord's statement and sign same.

The security deposit shall be placed, within 30 days of its receipt by Landlord, in a separate interest bearing bank account, and a receipt given to Tenant reflecting the account information. Interest shall be paid to Tenant on a yearly basis for the amount of interest made by the deposit for each year, or the portion of the year prior to termination of the Lease.

Within 30 days of the termination of the Lease, Landlord shall return to the Tenant the security deposit less any deductions therefrom, including any unpaid rent and/or any reasonable amount necessary to repair any damage caused to the dwelling unit by the Tenant or other for who the Tenant was responsible (reasonable wear and tear excluded). A statement of damages shall be mailed, along with any refund, to Tenant's forwarding address, which shall be provided by Tenant within seven (7) days of Tenant's moving out, or Tenant forfeits any claim on the security deposit.

5. RENT PAYMENTS

Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ _____, the total amount being \$ _____, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the ____ day of _____.

Tenant agrees that if rent is not paid in full on or before the **5th day of the month**, Tenant will pay a late charge of **\$50.00** as allowed by applicable Massachusetts law.

The prorated rent from the commencement of this Lease to the first day of the following month is \$ _____, which amount shall be paid at the execution of this Lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

cash, personal check, money order, cashier's check, PayPal (free only if transferred from a bank account), Credit Card (subject to a 3% transaction fee), other _____.

Rent payments shall be made payable to **Kensington Management LLC** and placed or mailed to the following address: **330 Highland St, Worcester MA, 01602**. The information listed above can also be used when setting up

recurring monthly payments, using your bank's online banking application. All notices from Tenant to Landlord under this Lease and applicable Massachusetts law shall be delivered to the above address.

Tenant agrees that rent moneys will not be considered paid until Landlord or Landlord's agent receives the rent moneys, either by mail or by delivery to the above address. Tenant placing rent moneys in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENCES OF BREACH BY TENANT

If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

(a) If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;

(b) In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent and any amount of the security deposit recoverable by the Tenant.

Under Massachusetts General Laws 186-11:

If the breach by the Tenant is **nonpayment of rent**, the Landlord shall not be required to deliver thirty (30) days'

written notice as provided above. In such event, fourteen days' notice to quit, given in writing by the landlord to the tenant, shall be sufficient to terminate the lease, unless the tenant, on or before the day the answer is due, in an action by the landlord to recover possession of the premises, pays or tenders to the landlord or to his attorney all rent then due, with interest and costs of suit. If failure to pay the rent due was caused by a failure or delay of the federal government, the commonwealth or any municipality, or any departments, agencies or authorities thereof, in the mailing or delivery of any subsistence or rental payment, check or voucher **other than a salary** payment to either the tenant or the landlord, the court in any such action shall continue the hearing not less than seven days in order to furnish notice of such action to the appropriate agency and shall, if all rent due with interest and costs of suit has been tendered to the landlord within such time, treat the Lease as not having been terminated.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. DELIVERY OF NOTICES

Any giving of notice under this Lease or applicable Massachusetts Law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. UTILITIES

Tenant will provide and pay for the following utilities (indicate those that apply):

Electric, Gas, Telephone, Cable TV
Quantity of Cable box's, Water, Garbage pick-up,
 On site Dumpster, Wireless Internet .

Landlord will provide and pay for the following utilities (indicate those that apply):

Electric, Gas, Telephone, Camera System exterior Quantity of Cable box's, Water, Garbage

pick-up, On site Dumpster, Wireless Internet
Landscaping

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. NOTICE OF INTENT TO SURRENDER

Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable Massachusetts law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month tenancy Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable Massachusetts law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. OBLIGATIONS AND DUTIES OF LANDLORD

Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (b) Maintain the dwelling unit, its plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.
- (c) Apartments that include utilities are subject to a Monthly CAP on usage (Maximum bill Amount Monthly)
-Electricity (\$250 Maximum monthly amount paid by the Landlord, any bill that incurs over this amount the difference must be paid by the tenant's of the apartment on the following month at the same time rent will be due).

-Gas (\$250 Maximum monthly amount paid by the Landlord, any bill that incurs over this amount the difference must be paid by the tenant's of the apartment on the following month at the same time rent will be due).

-If for any reason the wifi internet service is not working the Landlord will try and resolve the issue as soon as possible usually within 24hrs. Landlord is not responsible for any downloads or websites that are used or viewed by anyone on the network if the Landlord is charged for any additional services or fined for any downloads, the expenses will be transferred to the person who used or visited the site.

*If the monthly rent isn't paid for a term of over 30 days from the date its due the landlord has the right to terminate any utilities that are an out of pocket expense including Electric, Gas, Cable, or Internet and any other utilities until the balance of rent is paid up to date.

11. OBLIGATIONS AND DUTIES OF TENANT

Tenant shall:

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;
- (b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;
- (c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;
- (d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;
- (e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;
- (f) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;
- (g) Inform the Landlord of any condition of which he has actual knowledge which may cause damage to the premises;
- (h) To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;
- (i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;

Tenant agrees that any violation of these provisions shall be

considered a breach of this Lease.

12. NO ASSIGNMENT

Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

13. TENANT INSURANCE

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

14. CONDITION OF LEASED PREMISES

Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable Massachusetts law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear accepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and slightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

15. ALTERATIONS

Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of the Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing moneys sufficient to satisfy the contract price in an escrow account approved by Landlord.

All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

16. NO ILLEGAL USE

Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

17. NOTICE OF INJURIES

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

18. LANDLORD'S RIGHT TO MORTGAGE

Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

19. DELAY IN REPAIRS

Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.

20. ABANDONMENT

Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing moneys remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Massachusetts law, except that in case of abandonment, Landlord or Landlord's agents may

immediately or any time thereafter enter and re-take the leased premises as provided by applicable Massachusetts law, and terminate this Lease without notice to Tenant.

21. NOTICE OF ABSENCE FROM PREMISES

If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be written and sent to Landlord within one month of signing the Lease Agreement. Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other moneys as stated herein, or the consequences of failure to timely pay same.

22. POSSESSION OF PREMISES

Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.

23. DELAY OF POSSESSION

Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant in damages, but shall abate the rent for the period in which the Tenant is unable to occupy the premises.

24. MATERIALITY OF APPLICATION TO RENT

All representations made by Tenant(s) on the Application to Rent (or like titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

25. MODIFICATION OF THIS LEASE

Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

26. REMEDIES NOT EXCLUSIVE

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable Massachusetts law.

27. SEVERABILITY

If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

28. NO WAIVER

The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

29. ATTORNEY FEES

In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby.

30. HEIRS AND ASSIGNS

It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

31. DESTRUCTION OF PREMISES

In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

32. EMINENT DOMAIN

In the event that the leased premises shall be taken by eminent

domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

33. LANDLORD ENTRY AND LIEN

In addition to the rights provided by applicable Massachusetts law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

34. LOCKS

Tenant acknowledges that the building has a professional master lock key system. Tenant agrees not to remove or alter any door locks without prior written permission from Landlord. Upon completion of this Lease Agreement, each occupant was given a key to their apartment. Should the Tenant lose the key, he or she will be charged \$25.00 per a key to replace it. If Tenant changes the locks without permission, he or she will be charged a \$125.00 rekey fee per door. In addition, any locks so permitted to be installed shall become the property of the Landlord and shall not be removed by the Tenant. Tenant shall promptly give a duplicate key to any such changed, altered, or new lock to the Landlord.

35. SMOKE DETECTORS

Tenant acknowledges that smoke detectors have been installed in the required places according to the law. If the Tenant removes the smoke detectors, then Tenant shall be liable for all costs associating with installing new ones. Tenant further agrees that in the event of a loss of life, he/she will be liable for the damages.

36. CARBON MONOXIDE DETECTORS

Tenant acknowledges that carbon monoxide detectors have been installed in the required places according to the law. If the Tenant removes the smoke detectors, then Tenant shall be liable for all costs associating with installing new ones. Tenant further agrees that in the event of a loss of life, he/she will be liable for the damages.

37. OCCUPANTS

Tenant shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed above and except any children born to or adopted by such individuals during the term of this Lease; however Landlord reserves the right to terminate this Lease if the Additional Occupants would render the dwelling overcrowded under the City and State Sanitary Codes.

38. PARKING (Parking Permit Locations Only)

Parking that is listed as parking with parking permit only at the location of residency requires that, a decal to park in specified areas. If any resident or guest doesn't have a approved decal visible on their vehicle from the landlord and they are parked in the area listed as permit parking only they will be towed away at vehicle owners expense. Landlord is not responsible for theft or any damages or any other things that occur to the vehicle while parked in these areas even if they have a parking permit. Each parking permits cost \$ per month due at the time rent is due each month if payment isn't received the Landlord has the right to revoke parking privileges immediately the day after the payment was due. the Landlord has the right to tow the vehicle away at the vehicle owners expense.

39. TERMINATION

Tenant shall vacate the premises **three days** prior to the termination of this agreement, remove all personal property belonging to him or her, and leave the premises as clean as he or she found them, normal wear and tear and damage done by unavoidable casualty accepted, and return all keys to Landlord immediately upon vacating. Tenant agrees to pay a **\$150.00** cleaning fee to wash the floors or carpets and clean the appliances and fixtures. Tenant agrees that any personal property left in or about the premises after Tenant has vacated shall be considered abandoned property, and Landlord may sell or otherwise dispose of same without liability to Tenant. Landlord may immediately terminate this Lease for any act or conduct of the Tenant, Household Member, or Guest which entitles the Landlord to evict or enjoin the Tenant under Massachusetts General Laws, Chapter 139, Section 19.

40. GOVERNING LAW

This Lease is governed by the Statutory and Case Law of the State of Massachusetts.

41. LEAD-BASED PAINT DISCLOSURE: HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. 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. LEASES MUST ALSO HAVE RECEIVED A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

Landlord states as follows:

The leased premises were constructed in 1978 or later.

The leased premises were constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "*Protect Your Family from Lead in Your Home.*"

42. ADDITIONAL PROVISIONS

- No Grills
- No Pets
- No Smoking inside
- No live Christmas trees
- Front and back hallways must be kept clean and free of personal items.
- No person shall tamper with fire protection devices, including smoke & CO detectors
- The front and back doors (main entrance) must be locked at all times.
- Written approval is required prior to storing any personal items in the basement.
- All heating devices such as space heaters must be approved by the Landlord prior to use.
- Parties are prohibited.
- Tenant shall not make any excessive noise or unnecessary bodily movements between the hours of 10:00 P.M. to 6:00 A.M.
- No feminine products shall be flushed down the toilet.
- No satellite dishes shall be installed on the premises.

43. CONDITION OF LEASED PREMESIS

- A. Kitchen: _____
- B. Livingroom: _____
- C. Bedroom 1: _____
- D. Bedroom 2: _____
- E. Bedroom 3: _____
- F. Bedroom 4: _____
- G. Bedroom 5: _____
- H. Bedroom 6: _____
- I. Bathroom 1: _____
- J. Bathroom 2: _____

Tenant initial _____

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT

LANDLORD

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

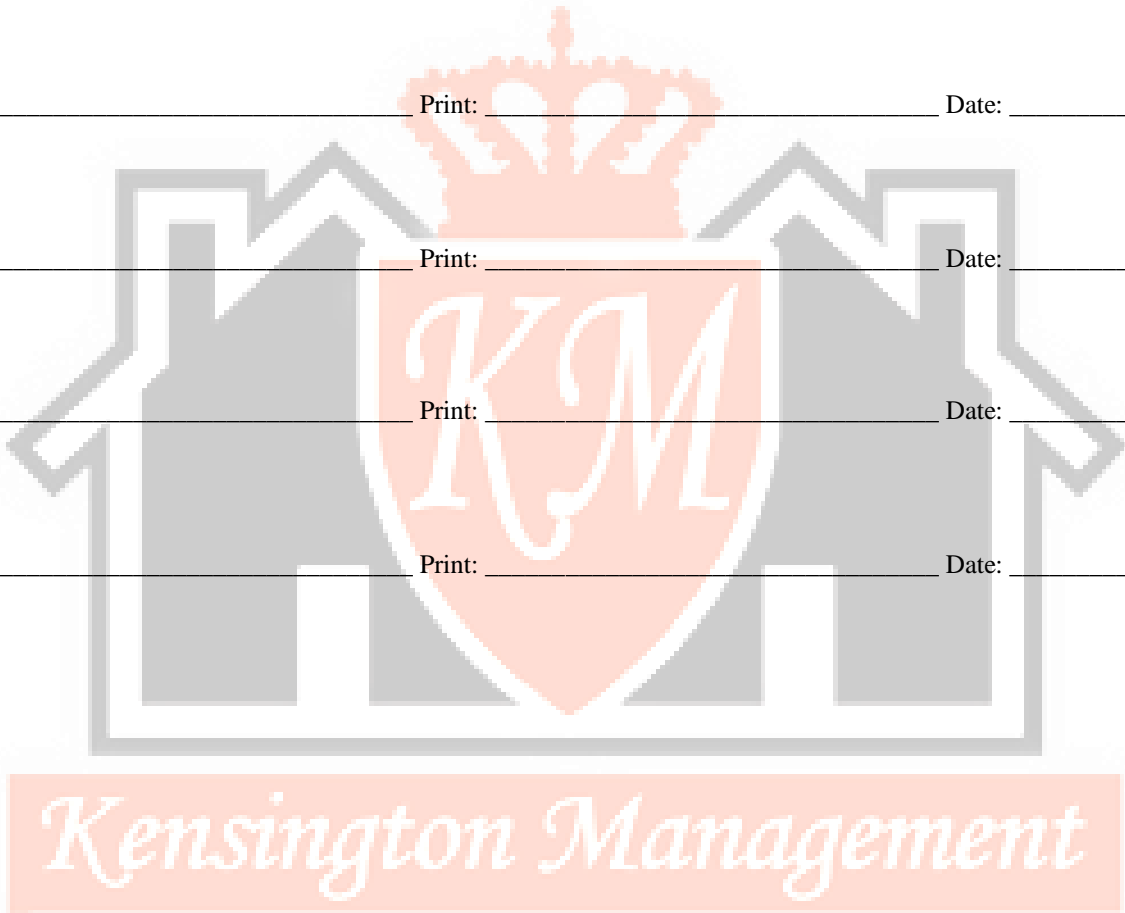
Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____

TENANT

Sign: _____ Print: _____ Date: _____



SMOKE DETECTOR ADDENDUM

Date _____

Rental Address: _____

Tenant Name(s) _____

The owners of all buildings and structures wherein approved fire protection systems exist are responsible for maintaining and testing the fire protection systems – 527 CMR 1.06 (2). Tenants are also responsible for the care and maintenance of fire protection systems to ensure the safety and welfare of the occupants. To that end, Tenants should notify their Landlord of any malfunction or difficulties associated with the fire protection systems within their units.

No person shall tamper with a fire protection system including smoke and carbon monoxide detectors – Mass General Laws Ch. 148, Section 27A and 527 CMR 1.06 (2). Any person disconnecting, removing batteries, obstruction or otherwise interfering with a fire protection system is subject to imprisonment and fines of up to One Thousand (\$1,000.00) dollars – Mass. General Laws Ch. 148 Section 27A.

This Addendum is to ensure the proper working order of the smoke detectors in the rental unit at all times. The smoke detector(s) installed in the unit listed above is (are) as of this date, in working order. To ensure the smoke detectors continue to function properly the Tenants agree to:

- Replace batteries twice yearly, unless Landlord assistance is needed to do so.
- Notify Landlord immediately of any problem, defect, malfunction, or failure of the smoke detectors.
- Not tamper with the battery or detector, or disable it in any way which might cause it to work improperly.
- Replace the smoke detector or reimburse Landlord if smoke detector is damaged in any way due to tampering or misuse.

This Smoke Detector Addendum is a legally binding contract. Read it carefully before signing.

Tenant Signature _____ Date _____

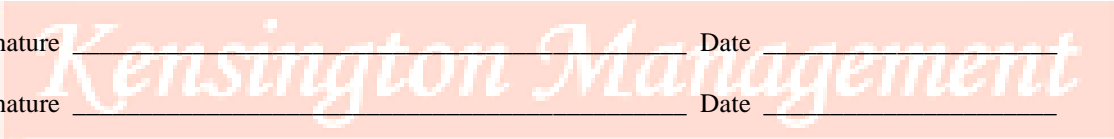
Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Landlord Signature _____ Date _____



BED BUG ADDENDUM

Date _____

Rental Address _____

Tenant Name(s) _____

Failure to comply with the terms of this Addendum is a violation of the Lease Agreement constituting grounds for eviction and tenant's liability for any damages as a result of tenant's failure to comply.

1) Acknowledgement Tenant acknowledges that the rental is free of bed bugs and agrees to take responsibility for preventing any bed bug infestations.

2) Liability Tenant agrees to be responsible for any defects or damages concerning bed bugs during or as a result of the tenant's occupancy, and agrees to check for mold on a regular basis. Tenant accepts full liability for the entire amount of cleaning expenses and damage reparations caused by bed bugs during or as a result of tenant's occupancy.

Maintenance Care Tenant agrees to take full responsibility for keeping the residence clean and dry and free from insects or bed bugs.

Violation of Agreement Violation of any of the provisions in this Addendum shall constitute a material default of the terms of the Lease Agreement and subject to the remedies and/or penalties concerning lease violations stated in the Lease Agreement.

Contract The parties acknowledge and agree that this addendum once signed shall be a part of the above mentioned lease, and that no other agreements concerning bed bugs shall be valid unless such agreement(s) are written and signed by both parties.

Tenant(s) has acknowledged he/she has read this addendum and agrees to carry out the responsibilities described above.

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Landlord Signature _____ Date _____

LEAD-BASED PAINT ADDENDUM

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 deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed

deleader 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

Massachusetts Department of Labor and Workforce Development

(List of licensed deleaders)

617-969-7177, 1-800-425-0004

U.S. Consumer Product Safety Commission

(Information about lead in consumer products)

1-800-638-2772

U.S. Environmental Protection Agency, Region 1

(Information about federal laws on lead)

617-565-3420

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 (1) or (2) below):

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

(2) 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 (1) or (2) below):

(1) 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

(2) 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 lead-based 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 _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____