

## LEASE AGREEMENT

LINCOLN REAL ESTATE (hereinafter referred to as "Lessor") with an office at 25 North Pleasant Street, Amherst, MA (telephone 253-7879) and manager of premises known as #\_\_\_\_69-81 Prospect Street, Northampton, MA hereby rent to the undersigned (hereinafter referred to as "Lessee") said premises on the following terms and agreements:

1. TERM AND RENT: Commences upon payment and clearing of all checks required for first month's rent, last month's rent and security deposit, if required, and on delivery of the premises on \_\_\_\_\_ and ends at 12:00 o'clock noon on \_\_\_\_\_ for a term of \_\_\_\_\_. As a result of not moving out by noon Lessee will be responsible for all costs and expenses including reasonable attorney fees. The total rent due is \_\_\_\_\_ plus any costs or payments required to be paid by Lessee under this lease; payable in monthly installments of \_\_\_\_\_ plus monthly costs accrued which payments are due on the first day of each and every month of said term. Costs or other payments required under this lease are considered to be part of your rent. Payments made to Lessor when costs or other payments required by this lease are outstanding shall be accredited to those outstanding costs with any remainder then accredited to the monthly installment amount specified above. Said monthly rent to be paid in a single check, money order or cash tendered from Lessee only. All obligations of the Lessee are joint and several and may not be waived or apportioned except by written assent of Lessor. In the event any amount payable by Lessee is not received by Lessor within thirty days of the due date, then Lessor may assess a late fee in the amount of 5% of such late or defaulted payment. Lessor may assess an administrative fee of \$25 for any check returned to Lessor for insufficient funds.

2. SECURITY DEPOSIT AND LAST MONTH'S RENT: The forms relating to Security Deposit and Last Month's Rent, if any, are attached hereto and incorporated herein by reference.

3. INSPECTION, DAMAGE and REPAIRS: A separate written statement of the condition of the premises has been issued to the Lessee(s) and is incorporated herein by this reference. The Lessee(s) agree(s) to be responsible for any damage caused to the premises by the Lessee(s) or by any person under the control of the Lessee(s) or any person on the premises with the consent of the Lessee(s), reasonable wear and tear excluded. The Lessor shall have the right to enter and inspect the premises and to make repairs or necessary improvements and to show the premises to prospective tenants or purchasers. The Lessor or its representative shall arrange for access with the Lessee(s) in advance so as not to unreasonably disturb the Lessee(s). However, Lessee must make all reasonable accommodations to allow Lessor to perform repairs and maintenance; 24 hours notice of entering for repairs shall be deemed reasonable

notice unless specific valid reason requiring greater notice is shown. In emergencies and to effect urgent repairs, advance notice shall not be required.

Lessor shall have the right to enter and show the premises to prospective purchasers at any time during the lease term or to prospective tenants during the last 90 days of the lease term if the Lessee(s) do not indicate in writing, no less than 90 days prior to the end of his lease term, that the Lessee(s) wish to renew the lease for an additional lease term. Lessor or lessor's representative shall give Lessee(s) reasonable notice prior to showing the premises; 24 hours notice shall be deemed reasonable notice unless Lessee(s) assents to another reasonable time to show the leased premises within that period. Notice by Lessee of wish to renew tenancy does not require Lessor to renew this lease.

3A. Lessee acknowledges and agrees that as a courtesy to Lessee, Lessee may be allowed to take occupancy prior to cleaning, painting and repair of damages, if any, caused by prior occupants. Lessee hereby grants Lessor permission to enter the leased premises to clean and make repairs around Lessee's possessions and occupancy. Lessor shall have the right to enter to do said repairs or cleaning if Lessee is not present, or if Lessee is present, to enter with one (1) hour prior notice during the first four (4) weeks of occupancy. Lessee agrees that if Lessor acts with due diligence and all repairs and cleaning is completed within the first four (4) weeks, that said actions are proper and at the convenience of Lessee.

4. LESSEE OBLIGATIONS: The Lessee(s) jointly and severally agree(s):

- A. To pay the rent on time, on or before the 1st day of the month, and to use the premises as a residence and not a business in compliance with all applicable laws and codes;
- B. To maintain the premises and common areas in a clean, neat and undamaged condition at all times, and to pay for damage caused to the premises and its common areas within five (5) days of receipt of the itemized statement of such damage and the cost to repair it. Damages caused by Lessee(s) or their guests to the premises or common areas may constitute sufficient grounds to terminate the tenancy at the sole option of the Lessor;
- C. To be liable for any loss or damage to personal property of the Lessee(s) except if caused by Lessor's gross negligence; Lessee shall carry adequate insurance to cover all losses or damage to Lessee's personal property;
- D. To furnish and pay for the electricity, cooking gas, and cablevision, and to pay all costs associated therewith; to place garbage and refuse in containers and to prevent any unsanitary conditions from arising on the premises; and to abide by all local and state health, sanitary, recycling and

refuse disposal regulations; **Lessee is to be responsible for all fines or damages to Lessor as a direct result of Lessee's failure to abide by said regulations.** Lessee's failure after warning to conform to refuse collection or mandatory recycling regulations of the town or state, upon second or subsequent violation, shall constitute good and sufficient grounds to terminate lease.

- E. To give prompt notice to the Lessor of any maintenance or repairs in writing or by telephone, and to notify the Lessor of an absence of more than one (1) week during the heating season;
- F. To make no alteration, painting application, addition, repair or improvement in or to the premises without the prior written permission of the Lessor and also to use no nails, staples, or tape to suspend or hang any decorative or practical items;
- G. To use all appliances and fixtures provided by the Lessor in the proper manner and not to add or relocate any appliances or equipment without the prior written permission of the Lessor; and to prohibit waterbeds, electric or space heaters or air conditioners or similar furnishings from the premises and to be obligated to notify Lessor of any problem with the smoke detector (if provided), its maintenance, its condition, and its operation during the period of this lease;
  - a. If you are given permission to install a window unit air conditioner; it must be removed by October 1<sup>st</sup>. If not, a daily fee of \$25 will be incurred until it's removal.
- H. To prohibit pets (except one (1) declawed, neutered, and housebound cat) from the premises whether owned by the Lessee(s) or guests or visitors - ANY animal on the premises may constitute grounds for eviction of the Lessee(s) without additional notice; all consequences of any pet on the premises shall be the responsibility of the Lessee(s) including carpet cleaning and fumigation if required; if infestation occurs, Lessee shall be responsible for costs of cure and any loss of rent for unit or other units in building;
- I. To expressly respect the rights and needs of other Tenants and neighbors (including Lessor if Lessor is a neighbor) to the quiet and peaceful enjoyment of their property, and not to create or allow to be created by the Lessee(s), members of the Lessee's household, relatives, guests, invitees or agents, any unlawful, noisy or offensive use of the leased premises, nor to commit any disturbance or nuisance, or to obstruct the free use or access of common areas or to threaten any other Tenant, neighbor, guest, maintenance worker or management personnel. The receipt by the Lessor of a complaint regarding noisy or offensive conduct or other violation of this provision during the term hereof shall

constitute sufficient grounds for eviction at the option of the Lessor;

- J. To prohibit the sale and use of alcoholic beverages to visitors and guests not of legal age or intoxicated, and to prohibit the use and sale of any narcotics or other controlled substances on the premises;
- K. No kegs are permitted on the premises;
- L. To conserve energy and costs shared by all, through reasonable use of all facilities, common areas and utilities; to keep windows closed during the heating season.
- M. Storage Area: Property of the Lessee(s) may be placed in the storage area entirely and exclusively at Lessee's risk; the storage area is NOT included as part of the leased premises and is a convenience offered when available; any property in the storage area after the Lessee's occupancy terminates may be treated as abandoned property, removed and disposed of at Lessee's expense; Lessee(s) are given NOTICE all items in the storage area are exposed to possible flooding, which Lessee(s) accept at their sole risk. Storage of articles should be at least 24 inches above the floor. Any water damage is at the risk of Lessee(s). No items are to be left outside of any storage unit. The LESSOR has the right to remove items left outside any storage unit without prior notice.
- N. Porches, halls, entryways, stairwells, stairways, attics, cellars or other common areas are NOT storage areas unless so designated in writing. Storage in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's option at Lessee's expense; no cooking of any kind is permitted on the wooden porches.
- O. To not trespass or enter upon roof(s) of Leased Premises, except as means of egress in the event of fire or other similar emergency. Any entry upon roof(s) by Lessee(s), Lessee's family or guests is a violation of the lease and constitutes grounds for eviction; and
- P. No furniture may be left behind in the premises. Any property left behind without the express written permission from the Lessor shall result in charges for such removal borne by the Lessee.
- Q. Mold and Mildew: Tenants are responsible for cleaning and maintaining their unit, which includes removing any standing water of condensation that occurs in the unit, keeping the unit in an uncluttered condition and to not allow wet or moist towels or other personal items to remain in the unit or on the floor. Tenants are responsible for the proper use of shower and shower curtains at all times, and must use exhaust fans or

open window to allow moisture to escape. Tenants must not block or otherwise interfere with the operation of the heating or ventilation systems supplied by Landlord, and must inform Landlord immediately if such equipment malfunctions. Tenant should contact Landlord immediately if the Lessee(s) see or suspect mold or mildew growth.

R. No smoking is permitted inside your unit or any part of the common areas. Smoking is permitted 10ft away from the building. The term "Smoking" means, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.

S. Recycling and the Disposal of Rubbish & Trash: Do not store trash or rubbish outside your unit except in the designated receptacles for trash. A charge of \$50.00 will be assessed for any trash that our Grounds Maintenance Staff has to remove from outside of your unit (including but not limited to: stair cases, back porches, fire escapes, back lawns etc.). This policy holds whether you have had rubbish outside for 5 minutes or 5 hours.

**Failure to observe the foregoing provisions of this Lease shall operate to TERMINATE THIS LEASE for breach thereof, at the sole option and discretion of the Lessor (and any waiver of any breach at any time shall not constitute a waiver of any subsequent breach) and the Lessor is not required to give notice thereof to the Lessee(s) except as required by law, and if law is not specific, fourteen (14) days notice to Lessee(s) shall be deemed sufficient.**

**If this lease is breached by the Lessee(s) and the Lessor elects to terminate this lease as a result of said breach, notwithstanding any entry or re-entry by landlord, whether by summary proceeding, termination or otherwise, Lessee(s) shall be liable for all rental obligations, on the date originally fixed, that accrue under this lease if the premises remain vacant, or for the difference in the rental charges in any new tenancy, until the end of this Lease term.**

5. LESSOR OBLIGATIONS: The Lessor agrees:

- A. To maintain in good and safe working order the electrical, plumbing, sanitary, heating, and other facilities and appliances supplied by the Lessor;
- B. To maintain and make all repairs within the premises;
- C. To comply with all applicable local and state laws, codes and rules.
- D. To supply heat and hot water.

6. ASSIGNMENT and SUBLETTING: The Lessee represents that occupancy of the premises is to be sublet to members of the Lessee's family and/or friends. At the time of the signing of the lease, Lessee agrees to notify the Lessor in writing of the names, ages, and alternate addresses (if any) of the occupants, up to four persons lawfully on the premises, and for whom the Lessee assumes full responsibility. Only with

prior written assent of the Lessor, which assent is at the sole and absolute discretion of Lessor, the Lessee(s) may assign or sublet or allow an amendment of lease for early termination in respect to the premises during this lease, upon payment of a \$500.00 administrative fee to individuals other than those names given at the time of signing of this agreement. Lessor reserves the right to refuse any change in occupants, assignments, or sub-leasing for any reason. All assignees or sublessees must provide all forms, information and meet all standards and requirements of an acceptable Lessee applicant prior to acceptance or occupancy. Lessee acknowledges that they are responsible for the full performance of this lease if a suitable replacement tenant is not found. The Lessor shall not be required to release any Lessee during the lease term. No person other than Lessee(s) are permitted to reside on the premises, nor shall Lessee's receive mail for or post the names of non-occupants on the mailbox. Payment of rent by an occupant or stranger not a party to this Lease Agreement shall not constitute either an acknowledgment of that person as an occupant or Lessee. Any money so tendered is accepted solely on behalf of the named Lessee(s). The Lessee further agrees that no person shall be permitted to occupy the premises unless the Lessee assumes full responsibility for such person whether or not Lessee has given Lessor written notice as provided herein. The Lessee designates all occupants on the premises as the Agent in Fact of Lessee.

7. AUTOMOBILES: The Lessor does not provide parking with this unit. Lessee is responsible for parking any motor vehicle, and must adhere to all Town, Local, State and Federal parking and registration regulations.

8. RECISION: If the Lessor shall be unable to give Lessee(s) occupancy of the premises at the commencement of the tenancy for any reason or if damage by fire or other casualty renders the premises uninhabitable, then this lease shall terminate at the election of either party. Lessor shall be under no obligation to make available to Lessee any apartment other than the apartment specified in this Lease Agreement.

9. NOTICE: Notice to the Lessor shall be deemed given if mailed or delivered to the above address. Notice to the Lessee(s) shall be deemed given if mailed or delivered to the Lessee(s) or anyone authorized to be at the address of the premises. All notices must be in writing. Oral notices are not effective as notice.

10. EVICTION AND COLLECTION: All eviction and collection proceedings shall be in accordance with Massachusetts law. If this lease is terminated for breach of terms or in the event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred. The Lessor may be deemed to be

a prevailing party if the Lessor initiates valid legal action for a breach of any Lease term, and the Lessee(s) cures such breach prior to a Hearing and then fails to appear for said Hearing or signs an Agreement that will be entered as Judgment of the Court. The Lessee(s) shall pay all costs and attorney's fees associated with the collection of rent over 30 days past due.

11. CHOICE OF FORUM (JURISDICTION): All disputes, claims or other court actions concerning the Landlord/Tenant relationship, including but not limited to claims under G.L.c. 111 § 127 et seq., G.L.c 186 § 11, 12, 14, 15B, 15F, 18, or G.L.c. 239 § 1 et. seq., must be only brought in the Northampton District Court, or Hampshire Superior Court, or Western Division of the Housing Court Department established for Hampshire County. The Lessee specifically acknowledges that any claim involving the

Landlord/Tenant relationship or the Leased Premises is an action concerning property located in Hampshire County. Venue of all such claims must be heard in Hampshire County, or the Federal Court located in Western Massachusetts.

12. RENEWAL: Lessee(s) shall indicate in writing, no less than ninety (90) days prior to the end of his lease term, of Lessee's wish to renew the lease for an additional lease term. Lessee(s) indication of Lessee's desire to renew shall not bind Lessor to renew this lease.

13. WAIVER OF SUBROGATION: Each party waives any and every claim which arises or may arise in its favor and against the other party hereto to anyone claiming through or under them, by way of subrogating or otherwise, during the term of this lease agreement and all loss or damage to, any of its property (whether or not such loss or damage is caused by fault or negligence of the other party or anyone from whom said other party may be responsible) which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recovered under said insurance policies.

14. SEVERABILITY: In the event that any provision of this agreement is invalidated by a court of competent jurisdiction, then said provision shall be severed and all remaining provisions shall be enforced to the extent legally permissible.

**THIS LEASE WILL INCLUDE UPON THE TENDERING OF ALL FUNDS AND RECEIPT OF ALL SIGNATURES: (1) A SECURITY DEPOSIT RECEIPT, (2) LAST MONTH'S RENT RECEIPT, (3) A STATEMENT OF CONDITION, (4) LEAD PAINT CERTIFICATION FORM, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND FORM AN INTEGRAL PART HEREOF. TOGETHER THEY WILL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS.**

In Witness Whereof the parties hereto interchangeably set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEES:

LESSORS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

The personally appeared the above named \_\_\_\_\_ and Acknowledged the foregoing lease to be his/her free act and deed, before me.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires: