

RESIDENTIAL TENANCY AGREEMENT

BY THIS AGREEMENT made and entered into on _____ between _____ herein referred to as Lessee or tenant, and _____ (and its successors, agents, heirs and assigns without limitation), herein referred to as Lessor or landlord. Lessor leases to Lessee the premises situated at _____ Center St, Unit _____, in the Town of Dennis (Dennis Port), County of Barnstable, State of Massachusetts, and more particularly described as follows:

FOR TERM LEASE: Together with all appurtenances, for a term of _____ years and _____ months, to commence on _____, and to end on _____, at 12:00 p.m. (noon)

RENT: \$ _____ US Dollar: _____
DUE DATE: 1st of the calendar month

FOR TENANCY AT WILL: Together with all appurtenances, for month to month Tenancy (Tenancy At Will), to commence on _____, and to end last day of the term at 12:00 p.m. (noon)

RENT: \$ _____ US Dollar: _____
DUE DATE: 1st of the calendar month

NOTE: The online property management software system may code the unit number in an alternate way. For example, in Buildium, for Centerpointe Apartments, buildings 54, 58, 60, 64 and 66 Center St are referred to as buildings A, B, C, D and E respectively and unit 58-1-1 is referred to as unit B-1-1. Such unit numbers will appear on the statements as well. Using of coded unit and building numbers does not alter the terms of the lease at all.

BASEMENT STORAGE AREA: NONE / _____
• Charges for the basement storage: _____ / month

WASHER DRYER: CHECK APPLICABLE OPTION BELOW -

- ___ Coin-operated laundry facility in the basement of 66 Center St; tenant pays per use fee determined by laundry machine provider; fee subject to change without notice)
- ___ Tenant provided laundry machines; fee \$ _____ /month
- ___ Landlord provided in-unit laundry machines: fee \$ _____ /month

FOR UNITS WITH ELECTRICITY INCLUDED IN RENT

The units located in buildings 54, 60, 64 and 66 Center Street, Dennis Port, MA 02639 do not have utility company provided meters. The electricity for basic household use for the tenants in these units is included in the rent.

The Lessees in such units acknowledge that the rent for the unit:

1. Does not include the privilege to install and use any type of air-conditioner, including window or portable air-conditioner or any other air-conditioning device,
2. Does not include the privilege to install/plug in & use of electric room heaters, freezers, washer dryer, dishwashers, or *any other significant electricity consuming devices or appliances* without separate written agreement or permission from the Lessor,
3. While the permission is granted for typical work from home related computing devices such as one laptop/computer, one monitor and printer per occupant, it does not include the privilege to install/plug in & use heavy electricity consuming computing devices, including without limitation devices for coin mining, without separate written agreement or permission from the Lessor,

If the Lessees choose to use ACs, he/she may do so by paying AC use fee and in accordance with terms spelled out in the addendum “**Terms of AC Use**” attached herewith.

The Lessee further acknowledge that

- a) violation of these can result into additional charges and fees,
- b) the Landlord may take into account electricity consumption in the unit into determining rent for any lease renewal and/or extension,
- c) excessive electricity use may result into circuit breakers tripping and possible fire hazzard, and
- d) they will be charged for any maintenance calls or damages resulting from their such violations.

Occupants:

#ADULTS: _____ #CHILDREN (under 18 years): _____ TOTAL: _____

Names: _____

Names: _____

Names: _____

PLEASE PROVIDE REQUESTED INFORMATION FOR THE OCCUPANTS ON THE TENANT INFORMATION FORM FOR MANAGEMENT REVIEW AND APPROVAL.

***** No other people can occupy the unit for a period exceeding 2 weeks without written permission of the Lessor. *****

ALLOWED PETS:

Cats: _____ Dogs: _____ Others: _____ / NONE

PET FEE: \$ _____/Month

Is Pet Fee already included in the rent stated earlier?: _____ (Yes or No)

PLEASE LIST YOUR PETS ON THE TENANT INFORMATION FORM AND RETURN TO THE LESSOR FOR MANAGEMENT REVIEW AND APPROVAL.

**** No other pets can be added or changed, even temporarily, without written permission of the Lessor. Upon change or addition of a pet, additional rent may be required. Rules per pet policy need to be followed. Certificates of vaccinations and neutering/spaying need to be provided for each pet. Cats need to remain indoors. Dog needs to be on leash when outside. Pooper-scooper rule applies. Dogs not allowed to urinate on the property including on grass, plantings, buildings, etc. The Lessee remains liable for any damage or injury caused by the pets, including problems due to fleas. Violations, disturbance or threat thereof will lead to fines and possibly revocation of your privilege to keep the pet. See Pet Policy and Rules.****

ALLOWED VEHICLES:

Number of Permitted Vehicles:

Assigned Parking spot: _____ (If applicable)

PLEASE LIST YOUR VEHICLES ON THE TENANT INFORMATION FORM AND RETURN TO THE LESSOR FOR MANAGEMENT REVIEW AND APPROVAL.

- All vehicles must be roadworthy, functional and have valid registration.
- Commercially registered motor vehicles, other than passenger cars, station wagons, vans and pick-up trucks of capacity one ton or less, are not to be principally garaged at the property. Such vehicles can be towed without notice at vehicle owner's cost.
- Disclaimer of liability for use of Car Park. The Lessees agree that their use of the parking facilities is at their own risk. The Lessor shall not be under any liability whatsoever for loss or damage to any vehicle or other property or any damage or injury to any person howsoever arising from the Tenants use of the parking facilities.
- **From Time to Time, On-site Parking May Become Unavailable Due to Maintenance Projects and Other Reasons.** Some or all of the on-site parking facilities may become unavailable and need to be vacated for some period due to maintenance projects and other reasons such as another critical need or circumstances beyond Lessor's reasonable control.

Examples of such situations include, but are not limited to, driveway maintenance (e.g., seal coating, numbering, repair or replacement, snow removal, etc.), septic maintenance and septic replacement. Further parking may become unavailable, or be impacted in another way, on one of Lessor's lots due to arrangements that the Lessor may need to make to deal with the situation/project at another lot owned by Lessor, and in some cases, adjacent lot not owned by Lessor.

Duration of such interruptions is generally going to be only for a few days, however it can be significantly longer, for bigger projects as septic replacement. Lessor will take commercially reasonable steps to limit the duration of such unavailability.

Lessees agree that the Lessor is not obligated to provide parking during such situations. They agree to follow Lessor's directions and not use onsite parking during

the period of such interruptions in onsite parking availability. Lessee recognizes that non-compliance with Lessor's directions may result into vehicles being towed at Lessee's own expense.

- Subject to availability of on-site parking discussed above, Parking is guaranteed for only ONE vehicle. Parking of MORE THAN ONE vehicle in the parking spots next to the building is strictly prohibited and such vehicle may be towed without notice.
- Any additional vehicles for the tenants residing in 54, 58, 60, 64, and 66 Center St, Dennisport, MA may be parked in the overflow parking area on the side of building 66 Center St and in the back of building 70 Center St, Dennisport, MA 02639 if space is available there. **This privilege to park additional vehicles in the overflow parking area may be withdrawn at any time without notice.** Further, a fee may be charged for using such parking.
- If you are not using the assigned parking spot for one of the vehicles listed on your approved Tenant Information Form, you CANNOT assign the parking spot to a tenant in another unit or someone else.

Contact Information. Contact information for the Lessee is as follows:

Name	Cell Phone	E-mail
<input type="text"/>	<input type="text"/>	<input type="text"/>

Alternate Mail Address in case the mail should not be sent to the unit being leased:

PermanentAddress:

**** The Lessee(s) agree to notify the Lessor promptly if any of the contact information changes. The Lessee(s) also agree to give the Lessor forwarding address when leaving the unit. ****

AMOUNTS DUE BEFORE MOVE-IN:

UNLESS PROVIDED FOR IN OTHER PROVISIONS, FOLLOWING PAYMENTS ARE DUE BEFORE, AND NEED TO BE PAID BEFORE, TAKING POSSESSION OF THE PREMISES.

RENT DUE BEFORE MOVE IN: \$ _____ for From: _____ To: _____
PET FEE: \$ _____
BASEMENT STORAGE CHARGE: \$ _____
WASHER DRYER CHARGE: \$ _____
AC Use Fee: \$ _____
PRE-PAID RENT: \$ _____
SECURITY DEPOSIT: \$ _____

RECURRING RENT PAYMENT BEGINS ON: _____

OTHER PROVISIONS: _____

The tenant can request that certain locks be changed for non-refundable cost.

RENT PAYMENT ADDRESS:

Online Payment of the rent at the Resident Portal is encouraged.

Rent can also be mailed to:

c/o Choice Property Management LLC, P.O. Box 191, Dennis Port,
MA 02639

Or paid at local CVS or 7-11 – ask management for instructions

***** Rents are due at the above address on the 1st of the month. 14 day notice to quit may be sent as early as on the 2nd of the month. If the landlord needs to make an attempt to collect rent, it will result into a charge. See lease main body.*****

NOTICE ADDRESS FOR LESSOR: Choice Property Management LLC, P.O. Box 191, Dennis Port, MA 02639

The Lessee acknowledges:

1. That he/she has read this agreement and associated attachments and he/she has not relied upon any oral provisions or warranties made by the Lessor, [redacted] (initial)
2. The Lessor has a right to notify various agencies including credit rating services, if the Lessee does not fulfill his or her obligation under the tenancy agreement.
3. Receipt of an executed copy of this agreement,
4. Receipt for the payments made, including receipt for Last Month Rent and Security Deposit. Tenant agrees that if the payments for Last Month Rent and/or Security Deposit are made over time, no additional receipt will be necessary.
5. Receipt of a copy of the Apartment Condition Statement. The Lessee will agree that he/she will fill/verify within 15 days of moving in and return to the Lessor, if the Lessee does not return a filled Apartment Condition Statement, it will mean that the Lessee agrees that the unit is delivered in fully clean, functional condition without any damage,
6. Tenants are also not authorized to install any equipment such as satellite dish.
7. **That he/she understands that depending upon the Lessor's discretion, the payments may be applied in the following order: outstanding fees and charges (including & not limited to, electricity and other utility charges, repair and late fee charges), then the current period rent, then the previous period rent, and so on and so forth.**
8. **That he/she understands that when the rent is not paid on time, the late fee and collection fees may be applied to the account as per the attached "Tenancy Agreement Main Body". Late fees are applicable whenever any part of the rent for a period is not paid beyond the grace period provided by law.**
9. **That he/she understands that they cannot sublet the unit without express written permission of the Lessor.**
10. **That he/she understands that if a tenant or his/her guest caused damage, i.e. a damage beyond reasonable wear and tear, is discovered during the tenancy, he/she is required to pay for its repair within 14 days of billing. If the bills are not paid within this time, an interest at the 18%/year may be charged.**
11. **That he/she understands that is responsible for all actions, errors, negligence, omissions etc of his or her guests, invitees, visitors whether explicitly invited by him or her or not.**
12. **The Lessee understands that during the last 60 days of occupancy, the Lessor has a right to show the unit with 24 hour notice.**
13. **That he/she agrees that the Landlord has the right to correct any errors and omissions in the account statements. This right includes the right to post late fees, repair charges and any other charges that the landlord believes to be reasonably due after the date those become due. This means that the landlord does not forfeit his right to post charges due to failure in posting the same immediately after those become due. The Tenant has the right to seek explanation of each charge and the Landlord has the obligation to correct any errors that the two parties mutually agree.**
14. **That he/she understands that if he/she breaks the lease in the middle of the lease period and eventually moves out either voluntarily or due to eviction action brought by the landlord due to breach of the conditions of the lease, he/she will be responsible for 1 month of rent as releasing fee and any lost rent by the Lessor, in addition to the costs to restore the apartment to the condition that it was given to the tenant, attorney fees and**

court costs, other costs to enforce the agreement and recover charges and any other charges allowed by law. The Lessor's only responsibility is to use reasonable efforts to re-rent the unit and mitigate the Lessee damages.

15. A hand-delivered notice or a notice sent by mail to the Lessee alone will constitute legally sufficient.

16. Attachments and Addendums: The Lessee acknowledges that he has received, read and understood the following attachments, addendums & clauses and indicates his concurrence through initials:

Utility Info Release Authorization V1.0 (applicable to units with separate utility meters)

Apartment condition statement V7.1

Security Deposit and Last Month Rent Receipt V7.30

Tenant Certification Form for Lead Notification V1.2

Tenant Information Form V1.0. **BY INITIALING HERE, THE LESSEE IS AGREEING TO FILL OUT THIS FORM AND RETURN WITHIN 2 DAYS OF EXECUTION OF THE LEASE OR MOVE IN, WHICHEVER IS EARLIER**

Tenancy Agreement Main Body V7.3

Rules and Regulations of Tenancy V7.11

Pet Policy and Rules V7.21

Utilities and Amenities V7.10

Terms of AC Use V1.1

Move Out and Damage Assessment Policy V7.10

Net metering credit agreement V 7.10 (applicable to tenants in 58, 70 and 78 Center St)

Seabreeze Condominium Rider V7.0 (applicable to tenants in 78 Center St)

Contact information V7.20, including various methods to pay rent etc.

Tenant Lead Law Notification

For Lessees in 54 & 60 Center St: The Lessee acknowledges and agrees that he/she is responsible for upkeep and maintenance including cleaning, weeding and snow removal from landings, patio and walkways dedicated to his or her unit. If he/she fails to do that and the Lessor has to arrange for it to be done, the Lessor will charge the tenant a reasonable amount for such service.

For Lessees Buildings 54, 60, 64 and 66 Center St: The Lessee wishes to participate in the optional **Energy Conservation Incentive Plan** mentioned in the "Terms of AC Use" and acknowledges that the **Energy Conservation Incentive Plan** is subject to the proper operation of the Lessor's submeters.

The Lessee acknowledges that the Lessor may install, but is not obligated to install, video monitoring system in the common areas of the property including parking lots, entrances, hallways, basements, lawn, patio, dumpster, etc. and recognizes that he/she may be recorded by such systems and those recordings can be used and shared by the Lessor as needed.

17. This agreement, attachments and addendums noted earlier constitute the entire agreement between parties and the parties agree that they have not relied upon any other representation or promises. This agreement, attachments and addendums noted above will be taken together and are to be interpreted as one single document. The Lessee also understands that some of the terms of the attachments and addendums have been summarized above for the Lessee's convenience only and these are not to be considered the full set of terms and conditions of the lease. If there is a conflict between any two provisions, the one most favorable to the Lessor will prevail. If any provision in these documents is considered invalid or disallowed by law, the rest of the provisions of these documents will remain in force.

18. This is a legally binding contract and the tenant agrees that
a. he/she has read these documents and understands his/her obligations and
b. he/she has been given the opportunity to seek competent advice.

19. Any other provisions:

USAGE INFO RELEASE AUTHORIZATION TO UTILITY COMPANY

For Lessees in the units with their own utility electricity meters
(Building 58, 70, 78 Center St, for example)

The Lessee hereby gives the utility companies the permission to provide the the Landlord or his designee information concerning utility consumption for account associated with the Unit.

Unit: [redacted] Center St, # [redacted], Dennis Port, MA 02639 _____

Electricity Company: Eversource
Account #: [redacted]

Name on the Acct : [redacted]

If the information is not available at the signing of the lease, the Lessee hereby:

- agrees to provide the Lessor the utility account numbers and names on the accounts, and
- gives the Lessor the permission to inscribe necessary information at a later date.

X [redacted] _____
Lessee name: Date

X [redacted] _____
Guarantor name: Date:

X _____
Guarantor name: Date:

X _____
Guarantor name: Date:

Apartment Condition Statement

Date: _____

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 correct and complete. If it is not correct, you must attach a separate signed list of any damage which believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days 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 you failure to return the list as your agreement that the list is complete and correct in any suit that you may bring to recover security deposit.

TO: _____

Re: UNIT _____

FOR NEW TENANTS: We have examined the premises and have found the present condition to be as follows: The unit is in excellent, clean, ready to move in condition with
Following new or almost new features: _____

And no damages except for the following existing damage or deficiency: _____

For renewing Tenants:

The apartment was rented to you in the condition described in the Apartment Condition Statement included in your leasing being renewed/extended and incorporated herein by reference. Since then following changes have been made by the Lessor to the unit:

This document will be considered to be automatically amended when we install a new feature or upgrade an existing feature.

Date: _____ Lessor/Agent Signature: _____
Agent name: _____

I, _____, acknowledge the receipt of the above statement. I agree to notify in writing, through email or dated written note, the Lessor of any deficiencies or issues with the unit or the statement of condition as described above within 15 days of the move.

Signature

Date

Security Deposit and Last Month Rent Receipt

(potentially delivered in advance and anticipation of payment)

From:

Names:

For Unit: ____ Center St, Unit _____, Dennisport, MA 02639

Your Target Security Deposit Amount is _____ and when paid to us, it will be kept at Rockland Trust Company, 288 Union Street, Rockland, MA 02370. 800-222-2299
Account: 2000127791. As of ___/___/_____, you have paid \$_____ towards the Security Deposit.

Your Target Last Month Rent Amount is _____ and when paid to us, it will be kept at Rockland Trust Company, 288 Union Street, Rockland, MA 02370. 800-222-2299,
Account: 2000128872. As of ___/___/_____, you have paid \$_____ towards the Last Month Rent to us.

General information about the rules governing security deposit and last month rent in the Greater Boston Real Estate Board Rent and Security Deposit Receipt form is incorporated by reference.

If the payment of the target deposit amounts have not been made in full at the time of tenant receiving this receipt and the additional payments are made in future, the Tenant agrees that no additional receipt will need to be issued. The Tenant is advised to retain a copy of the check or money order of such payments as proof of payment.

Agent Name: _____
Property Manager

Date: _____

NOTE: We have lead paint related compliance letters available for units in buildings 54, 58, 60, 64 and 66 Center St, Dennis Port from a 1997 inspection. The certs for 58 are no longer applicable because the building was gut rehabbed in 2015-2016. Lead certificates are not available for any other unit.

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). *See Note*

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. *See note*

These letters are available at kasl.managebuilding.com/Resident/public/documents*. A physical copy of the initial compliance letter for the unit, if available, can be provided upon request.

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.

Sue L. Ag... for owner of the building/unit 12-14-2023

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

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

Choice Property Management LLC, PO Box 191

Name	Street	City/Town	Zip	Telephone	Apt.
Dennis Port, MA	02639			508-394-0540	

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

* If the tenant cannot locate these docs, they need to, and agree to, ask the management for help in getting access to the same.

**TENANT INFORMATION FORM
TO BE FILLED & RETURNED BY TENANT. (2 pages)
ITS COMPLETION IS A CORE REQUIREMENT OF THE LEASE**

Seabreeze Apartments



110, Sea View, Seabrook, MA, 01938

Email: seabreeze@seabreeze.com

Office Hours: 9AM-5PM

EMERGENCY CONTACT FORM

The emergency contact information is for your convenience only. Every tenant must update their information. We will not be contacting any family or social contacts with any form of financial business. Please choose your best contact for your own needs. If something happened to you, your pet, your items, your car and if you were not available or if the apartment building suffered a fire, perhaps you were hurt, for example, who would you want us to call to help YOU? This is not a "reference." It is highly likely that we will never use this number. An emergency number is good for everyone involved.

Emergency Contact #1: Name: _____ Phone: _____ Relationship: _____

PERMANENT RESIDENTS OF YOUR UNIT

This section includes every tenant including infants. Try to list the adults first but it is not important if you don't.

1. Name: _____ Age: _____
 2. Name: _____ Age: _____
 3. Name: _____ Age: _____
 4. Name: _____ Age: _____

PETS

We are mindful of everyone's possessions. Whether it is a snake in a cage or a dog on a leash or even a hamster in a cage, please list your pets. This helps the maintenance department to be aware of your personal possessions and how to act accordingly. Note: tenants are responsible for the health and care of their own pets in the event of a power outage, natural disaster or Act of God.

Type of Pet: _____	Breed: _____	Color: _____	Weight: _____	Yes/No
				Yes
				No
Type of Pet: _____	Breed: _____	Color: _____	Weight: _____	Yes/No
				Yes
				No

PHONE, FACEBOOK, WHATS APP

In this increasingly technological environment, many people only converse through apps, like "Whats App". MOST have a cell phone number and some only "message" through Messages. Please provide your current phone numbers or whichever means through which YOU can be contacted already. There are even certain people who only use their work phone for contact. Please update.

Name: _____ Phone: _____
 Name: _____ Phone: _____

EMAIL ADDRESSES

Finally, this section is where we will send you notices, documents, letters or reports. If you do not have email, please write "send all by regular mail" on the line below. On page 2, there is a spot where you can add and update your mailing addresses.

Name #1: _____ Email Address: _____
 Name #2: _____ Email Address: _____

Seabreeze Apartments

page 2

AUTOMOBILES, MOTORCYCLES, WORK VEHICLES

This section describes every vehicle that you park and drive on the complex. We do not care if the automobile is registered in another person's name or if it is in the name of your business or in the name of your employer so feel free to include every vehicle that you park here. Some tenants drive their employees work vans or fleet cars. You do not have to list "only" your vehicles. For the safety of all, list the vehicles that we should expect to see parked here.

				Circle One
MAKE: _____	MODEL: _____	COLOR: _____	PLATE # _____	Work Personal
MAKE: _____	MODEL: _____	COLOR: _____	PLATE # _____	Work Personal
MAKE: _____	MODEL: _____	COLOR: _____	PLATE # _____	Work Personal
MAKE: _____	MODEL: _____	COLOR: _____	PLATE # _____	Work Personal

Finally, this section is where we will send you notices, documents, letters or requests. If you do not have email, please write "send all by regular mail" on the line below. Of course, we will also be updating your mailing addresses on this form.

Name #1: _____ Email Address _____

Name #2: _____ Email Address _____

CURRENT MAILING ADDRESS

Many people only use a post office box to receive their mail for security reasons or for personal reasons. If you use the mailbox which is allowed for your unit, please write "mail to my unit" on the available line.

Name/s _____ Street/PO Box/Unit _____ Town/State _____ Zip _____

NOTE: Listing of residents, pets and automobiles here does not automatically give the Lessee the rights to have them/those at the property. Number of residents, number and type of pets, number of automobiles are governed by what is listed and approved by the Lessor in the Residential Tenancy Agreement document. The Lessor reserves the right to notify the tenant of any violations of the agreement and the Lessee agrees to remedy the violation immediately.

Any other relevant information: _____

Lessor Approval:

Name: _____ Date _____ Title _____

TENANCY AGREEMENT MAIN BODY

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,” “him,” “she,” and “her” 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. Generally, the words in CAPTIAL in the text are key words that refer to corresponding terms and values defined in the agreement summary sheet.

- 1) **Rent.** The Lessee agrees to pay, without demand, to the Lessor as rent for the demised premises the sum of RENT Dollars per month in advance on the DUE DATE day of each calendar month, at RENT PAYMENT ADDRESS, or at such other place as Lessor may designate. **Lessee shall be in default under this agreement if the rent is not paid by the rent due date.**
- 2) **Security Deposit.** Whether or not the Lessor collects a security deposit from the Lessee, the Lessee is still responsible for the faithful performance of his obligations under the provisions of this agreement and will be charged appropriate amounts for his failure to fulfill his obligations under the agreement.
- 3) **Utilities.** Except for the UTILITIES PAID BY LESSOR shall be provided by Lessor. Lessee shall be responsible for arranging for and paying for all utility services required on the premises. Lessee agrees to use the utilities paid for by the Lessor in judicious fashion and not waste those.
 - a) If the water is paid for by the Lessor, the Lessee agrees to shut off valves and faucets when not in use and report any leaks promptly.
 - b) If the electricity is paid for by the Lessor, the Lessee agree to turn off the appliances, TVs, fans, computers, lights and other electrical devices when not in use. Lessee agrees to use fluorescent bulbs as much as possible.
 - c) If the heat is paid for the Lessor, the Lessee agrees to keep the thermostat set at 70 degrees Fahrenheit or below, unless a higher setting is approved by the Lessor in writing. Lessee also agrees to keep the windows closed when the heat is on; windows may be opened during the heating season to get rid of pollutants such as smoke accidentally generated during cooking. If the Lessee’s keep thermostat higher than that, Lessor at its option, (a) terminate the lease for cause, (b) install a range limiting thermostat, (c) charge fee for extra heating cost for the heating season with following minimum cost (for 71-75F: \$100, for 76-80F: \$200, over 80F, \$300), or any other measure that the Lessor deems appropriate.
 - d) The Lessee agrees to use only CFL or LED light bulbs. If the Landlord pays for electricity used in the unit and Lessee uses non CFL or LED bulbs when requisite bulbs are available in the market, the Lessee agrees to pay \$5/month/non-CFL/LED bulb as charges for extra electricity used.

- 4) **Occupants.** Lessee agrees that the demised premises shall be occupied by no more than TOTAL persons, consisting of #ADULTS adults and #CHILDREN children under the age of 18 years, without the written consent of Lessor. Except for additions due to birth or adoption of a child, the Lessee agrees to not take on additional occupants or change occupants without written permission of the Lessee. Additions may require changes to rent.
- 5) **Animals.** Other than ALLOWED PETS, Lessee shall keep no domestic or other animals on or about the leased premises without written consent of the Lessor. No new pets can be added, even temporarily, without written permission of the Lessor; Lessor may require additional rent for additional pets. Further, all pets are subject to the provisions in the Pet Policy and Rules of the Lessor, and if applicable Master Deed, By Laws and Rules & Regulations of the Condominium that the unit is in.
- 6) **Vehicles.** All vehicles must be roadworthy, have current registration and license plate or will be removed at Lessee's expense within several days after written notification. Auto-repair except changing of flat tire, filling air in the tires or adding windshield wiper fluids is not allowed on the premises including the parking lot.
- 7) **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
- 8) **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family resident, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purposes of carrying on any business, profession, or trade of any kind, or for any purpose other than as private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate government and authorities affecting the cleanliness, occupant, and preservation of the demised premises, and the sidewalks connected thereto during the term of this lease.
- 9) **Conditions of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds, all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and Lesseeable condition. Lessee agrees to report any deficiencies within 15 days of moving in on the Apartment Condition Form.
- 10) **Assignment or Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession of license to use the premises or *any part thereof (for example, and not limited to, parking space, basement storage or a room inside the unit)*. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a constant and subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of lease, shall be void and shall, at Lessor's option, terminate this lease.

11) **Alterations and Improvements.** Lessee shall make no alterations to the buildings or the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

12) **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty or other factors such as aging, deterioration, lack of maintenance not due to Lessee's negligence or willful act or that of his employee, family agent, or visitor, and the Lessor determines that the premises or part thereof can be rebuilt and repaired in reasonable time frame and wishes to continue the tenancy, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. If the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent or visitor, to the extent that Lessor shall decide not to rebuild or repair, the term of their lease shall end and rent shall be prorated up to the time of the damage. If the leased premises are damaged by Lessee's negligence or willful act or that of his employee, family, agent or visitor, the Lessee will be responsible for the costs associated with the rebuild and/or repair and the Lessor can terminate the tenancy at his option.

13) **Dangerous Material.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

The Lessee recognizes that various types of **commercially available pest control products are used at the property**, particularly and not exclusively, in lawn, on foundation, near foundation etc. Such products can be harmful to pets, as well as humans. While the Lessor and his agents will strive to take reasonable precautions, they cannot be held responsible for any injury that may be caused by such products. **The Lessee agrees to take necessary protective measures and hold the Lessor harmless from any such damage.**

14) **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times, including surprise inspection without notice when the situation warrants, during the term of this lease and renewal thereof to enter the demised premises for the purpose of inspecting the premises and all buildings and improvements thereon.

15) **Unit Showing, Display of Signs or Painting.** During the last 60 days of this lease, Lessor or its agent shall have the privilege of displaying the usual "For Sale" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or Lessee. Further, at any time during the tenancy, the Lessor or its agent

shall have the privilege to show units to other parties such as, but not limited to, inspectors, assessors, appraisers, partners at times that the Lessor may need to in its sole discretion. Lessor agrees to provide reasonable notice; Lessee agrees to cooperate with the showings. Lessee agrees that no signs shall be placed or painting done on or about the leased premise, without the proper written consent of Lessor.

- 16) **Quiet enjoyment by others:** Lessee recognizes that other people are living in this community and agrees to do nothing to disturb the peaceful enjoyment of the premises by others. The Lessor reserves the right to evict the Lessee after one warning.
- 17) **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable, on any such liens or encumbrances, and any and all renewals to extensions of such liens or encumbrances.
- 18) **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excluded.
- 19) **Default.** If any default is made in the payment of rent, or any part thereof, at the time herein before specified, or if any default is made in the performance or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all person there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 7 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such corrections within a reasonable time.
- 20) **Communication:** The Lessor will consider lack of communication by the Lessee along with non-payment of rent on time as Lessee's abandonment of the property. Lack of communication includes but is not limited to:
- a) lack of response to the e-mails, phone calls, written notes left at the premises, written mails sent by regular or certified mail, and
 - b) non-acceptance of the certified mail or other such means of communication.

If the Lessee is going to be away for extended period and as a result not able to receive messages and/or communicate, the Lessee needs to inform the Lessor in writing before such an event.

If the Lessee changes his phone number (mobile, landline or otherwise) or his e-mail address or any of his contact addresses, the Lessee will notify the Lessor promptly. Willful non-communication of changes in the contact information will be considered material breach of the Agreement.

21) **Abandonment.** If at any time during the term of this lease, Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

22) **Additional Charges.**

- a) **If the rent is not paid until 30 days after the default, the Lessee shall pay \$5.00 per day as late charge for each day the rent shall remain unpaid (i.e., not paid in full) for each breach of this condition.** The late charges is considered a penalty or a fee and not interest on the amounts due. In the event legal proceedings are necessary to collect the funds or evict the tenant, the late charges will continue to accrue per this policy until the decision is made to stop further accrue as a result of judgement.
- b) **In the event that the collection of rent must be made by the Lessor at the Lessee's residence after the default, then Lessee shall pay a twenty five dollar (\$25.00) collection fee for each such attempted collection. Lessor will not impose such collection fee more than once per week and will not make a collection attempt before 2 days after the payment was due.**
- c) **If Lessee's check is returned unpaid by the bank, Lessee shall, in addition to the fee charged by the bank, pay an additional charge of \$25.00 for each returned check unpaid, as a handling charge. In the event that more than one check is returned, Lessee agrees to pay in future rents and charges in the form of a cashier's check, certified check, or money order.**
- d) In the event the Lessor needs to initiate eviction proceedings due to nonpayment of rent or breach of other conditions, following fee schedule will apply in addition to the fees charged by the Sheriff (about \$70), Court (about \$200), and the Attorneys (\$800 or more):
 1. Filing of summons: \$100,
 2. Filing in the Court: \$100, and
 3. Court Mediation: \$200

These fees will be charged to the Lessee account at the time summons are sent out and will be reflected in the complaint as amounts due from the Lessee. These fees will be deductible from any payments made by the Lessee.

If additional court events, including and not limited to hearings, rescheduling/repeat of court events without prior notice due to actions or inactions of tenant, motions for default or execution, or eviction using sheriff are necessary, additional fee of \$200 per event will be charged to the Tenant.

The Tenant will be responsible for all attorney fees incurred regarding the eviction.

The Lessee will also be responsible for 1 month rent as lease breaking/releasing fee.

In the complaint, the Lessor can and will add the rent charges up to and including the month in which the Lessor expects the trial to complete and the Lessee be removed after successful conclusion of the hearing.

If the Lessee requests the Lessor for postponement of the hearing, the Lessee will need to pay \$100 as charges for handling the request and agree to amend the amount due from the Lessee to include the duration for which postponement is sought.

If the Lessee persuades the Lessor to stop the eviction proceedings after the initiation of the process by Lessor, e.g., either by providing a move out date or by bringing the account current, the Lessee agrees that she/he will still be responsible for the aforesaid eviction proceedings related charges.

- e) Any charges for rent, cleaning, repairs, or any other damages sustained by the Lessor under the terms of this Agreement, that are not covered by the "Security Deposit" and "Cleaning Fee" and that are not paid within 14 days after vacating the premises, shall earn interest thereafter at the rate of 18 percent per annum.
 - f) The replacement charge for lost or unreturned door keys or mailbox keys shall be \$50.00. Locks may not be changed by Lessee without prior written approval of Lessor and the new key given to the Lessor within seven days of the change.
 - g) The Lessee agrees to not make copies of the keys without prior written authorization from the Lessor. Further, if the Lessee gives the keys to anyone not identified on the Lease, the Lessee agrees obtain those back from such person(s).
 - h) For each occurrence of the violation of any of the rules and regulations, the Lessee agrees to pay Lessor the sum of \$100 (one hundred dollars) in addition to the actual damages caused or suffered as a result of a breach of these rules and regulations.
 - i) The Lessor reserves the right to charge reasonable fees to perform out of ordinary services at the request of the Lessee. Examples of such services include providing support for, filling out forms, etc to help tenants get rental assistance, or valet type services. Etc. The Lessor will disclose such charges before rendering the service.
- 23) **Maintenance and Repair.** Lessee will, at his sole expenses, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair, keep the walks free from dirt and debris; and, pay for the repairs to the plumbing, range, microwave,

dishwasher, blinds, heating and air conditioning apparatus, laundry machines, other electric and gas fixtures whenever damage thereto shall be resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor.

- a) Lessee agrees to follow the care instructions that are provided.
- b) Lessee agrees to spread ice melter on the walkways leading to the entrance to the unit when it is necessary.
- c) The Lessee agrees to report any maintenance issues or problems that they see with premises. Examples of common issues include, but are not limited to, e.g. leaky faucet, running toilets, etc.
- d) Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Such maintenance and repair will be done during normal business hours (typically between 7AM and 5PM on business days), and whenever reasonably possible, the Lessee agrees to be at the premises to meet with the repair person. Maintenance and repairs will be performed outside such hours only under truly emergency situations.

24) **Plumbing.** The water closets, disposals and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper towels, baby wipes, rubber, plastic or vinyl things such as condoms and tampons, or any other improper articles be thrown into the same; and costs to remove resulting blockages, pumping septic tanks 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. Lessee shall not be responsible for the damages caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.

25) **Cleanliness.** The Lessee shall maintain the leased premises in a clean condition. The Lessee shall not sweep, throw or dispose of, nor permit to be swept, thrown or disposed of, from said premises or 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.

26) **Fire Extinguisher.** The Lessee shall provide a fire extinguisher and maintain it in good working condition.

27) **Sprinklers:** If the building/unit that the Lessee occupies is provided with the sprinkler system, the Lessee agrees to not tamper with the sprinkler system and not hang anything from the sprinkler heads or their covers/cages. Doing so can damage those as well as result into system being activated and causing extensive and expensive damage. The Lessee shall be liable for any such damage.

28) **Fire or Smoke Detection or Suppression System:** Lessee agrees to not tamper, modify or remove any fire detection or suppression systems. Lessee further agrees to notify the Management promptly in writing, through Lessee website, email or certified

postal mail, when they become aware of warnings from or malfunction of fire detection and suppression equipment, including chirping of smoke, heat and CO detectors.

29) **General.**

- a) Neither the Lessee nor his/her family, friends, relatives, invites, 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 windowsill.
- b) No air-conditioning unit, space heater, washing machine, clothes dryer, television disc, or other like equipment shall be installed without the prior written consent of the Lessor. Additional fee may be required for such installation and usage.
- c) No waterbeds shall be permitted in the leased premises.
- d) The Lessee will keep the windows and doors closed when the heat is on.
- e) The blinds and other window treatments need to have white or off-white backing.
- f) Except for the designated BASEMENT STORAGE AREA, if any, the Lessee will not use any common areas in the basement, attic or stairwells for storage.
- g) The Lessee agrees to abide by the Rules and Regulations of the property containing the leased premises.
- h) Violation by Lessee of any of the above shall be deemed sufficient cause for termination of this agreement. Lessee's representations made in the rental application shall be considered inducements to Lessor to execute this agreement. Misrepresentations in the application shall be considered as cause to terminate this agreement. Waiver by the Lessor of any breach of any term or condition of this agreement shall not constitute a waiver of any subsequent breach.
- i) All monies received by Lessor shall be applied first to non-rent obligation of the Lessee, including late charges, charges for returned checks, and pet penalties, if any, then to rent, regardless of notations on check.

30) **Liability.** Lessee shall be liable for the care, custody, and control of premises. Lessor shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises or building, nor for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, humidity, water, rain, or snow, which may come into issue or flow from any part of said premises or building or from the pipes, plumbing, sprinklers, or any electrical connections thereof or by any other cause whatever and the Lessee shall make no claim for any such loss or damage. **It is understood that all Lessees should carry a Lessee Homeowners Policy, including contents, fire, extended coverage insurance and liability insurance, and do so at his own expense.**

31) **Other Regulations.** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the proposed 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.

- 32) **Radon Gas Disclosure.** As required by law (Lessor) (Seller) makes the following disclosures: “Radon Gas” is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in NONE KNOWN buildings in the community. Additional information regarding radon and radon testing may be obtained from the county public health unit.
- 33) **Lead Paint Disclosure.** See the Massachusetts Lessee Lead Law Notification and Certification Form attachment.
- 34) **Possession.** If there is a delay in delivery of possession by Lessor, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) day after the beginning day of initial term, then the lessee may void this agreement and have full refund of any deposit. Neither Lessor nor his agents shall be liable for damages for delay in possession.
- 35) **Non-delivery of Occupancy.** Lessor shall not be liable for any monetary loss or inconvenience and Lessee agrees to hold the Lessor harmless if occupancy cannot be delivered to Lessee.
- 36) **Holdover by Lessee.** Should Lessee remain in possession of the demised premises by the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof except unless otherwise agreed in writing,
- a) Unless another rent amount is provided by the Landlord, the rent will be increased by 10% per year – note that the 10% mentioned earlier is not to be construed as upper limit on the increase in the rent that the Landlord may charge for Holding the premises beyond the natural expiration of the lease;
 - b) The rent, or any other terms of the lease, can be changed further by the Lessor giving the Lessee a notice, either 30 days or one month before the due date of the next rent payment, whichever is longer; and
 - c) Either the Lessor or the Lessee can terminate the tenancy by giving the other party notice, either 30 days or one month before the due date of the next rent payment, whichever is longer.

Lessee agrees that his/her occupancy of said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term by that acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only.

Lessee also agrees that this Clause is does NOT give him/her an option or right to enter into a month to month lease instead of the renewal terms offered by the Lessor.

Upon termination of this agreement, Lessee shall remove all of Lessee's property and deliver possession of premises in a clean condition and good order and repair.

- 37) **Failure Of Lessor To Act.** Failure of Lessor or his agents to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of Lessor's or his agent's rights to act on any violation.
- 38) **Authority.** If this agreement is not signed by all Lessees named herein, the one signing warrants that he or she has the authority to sign for the right of other(s).
- 39) **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. It is understood and agreed the terms of Lessor and Lessee shall include the executors, administrators, successors, heirs, and assigns of the parties hereto, and the term Lessor shall include managers, janitor, maintenance and repair persons, and other agents for Lessor.
- 40) **Attorney's Fees and Court Costs.** In the event that it is necessary to go to the court or retain an attorney to enforce the terms of this agreement, the Lessor would be entitled to attorney's fees in subject and pursuant to Mass. Gen. Laws Chap 186 section 20.
- 41) **Notice.** Notice shall be deemed adequate and properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party, (a) in the case of the Lessor, to NOTICE ADDRESS or any other address of which Lessee has received notice; and (b) in the case of the Lessee, the Leased Premises, or if said notice is delivered or left by someone on his or her behalf received such notice or (c), deemed adequate by law, at that time.
- 42) **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representative, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

RULES AND REGULATIONS OF TENANCY

1) Restrictions on use of common areas:

1. Hallways including the areas under the stairs cannot be used for storage area. Any belongings kept there without management's written authorization can be thrown out by the management without notice and you may be charged disposal fees.
2. If you live on the 2nd floor and need a place to keep baby stroller on the first floor, contact management, and if possible, we will try to accommodate you.
3. One cannot leave their personal belongings, including toys, bikes, grills, chairs, tables, etc. on the common areas such as patios, porches, walkways, lawn, etc. without written permission from the management. As a courtesy, Management will, in its sole discretion, attempt to accommodate reasonable requests if it can find a practical solution that does not interfere with the appearance, maintenance, appeal of the property and does not cause inconvenience to other tenants. Management is not obligated to find a solution for the requests.
4. If you have any personal belongings in the common area, you are responsible for keeping those secured. You are responsible for any damage caused by those, including the damage caused by storms blowing the items that you leave outside or in other common areas.
5. Except for the basement storage space specifically allocated to you, basement space cannot be used by you for storage or as work areas. Any belongings kept there without management's written authorization can be thrown out by the management without notice and you may be charged disposal fees.
6. You are prohibited from accessing the utility areas (plumbing, electrical, heating, etc.) except in the situation of an emergency and only if you have been unable to reach the maintenance staff or have been instructed by them to do so to respond to an urgent situation.
7. Basement halls and hallways cannot be used as play areas. Activities such as riding a bicycle, roller skating etc in the basement are strictly prohibited.
8. Activities such as riding a bicycle, roller skating, roller boarding etc on walkways, patios, ramps are strictly prohibited.
9. The property is provided with ample walkways. Walking on grass to cut through or take a short cut from one area to another can result in grass damage and is prohibited.
10. Lawns, including those of duplexes, are part of the property common area. Putting chairs, tables, lemonade stand or any other such uses without management's permission is not allowed.
11. Dumpster is for regular household trash only. *Disposal of large or prohibited items such as furniture (e.g., sofa, chair, tables, etc.), mattresses, television, computers, exercise equipment, small appliances, etc. in or near the dumpster will result into significant disposal charges (\$50 minimum).*
12. You must not litter the common areas and need to clean up after yourselves. A fine will be imposed upon violators.

- 2) **For your and other tenant's security, entrance doors to the hallways need to remain closed at all times.** If we determine you are leaving it open, and continue to do so after one warning, it will be considered breaking of lease agreement. As a consequence, you may be fined \$50 per incident or more. You may be asked to leave and be subject to all consequences of breaking the lease.
- 3) **Smoking is not allowed in the units and enclosed common areas such as hallways, stairs, basement, laundry area.** You and your guests can smoke only in the open, non-covered areas and must dispose of the ash and remnants such as cigarette butts in appropriate receptacles. When you smoke, you need to take care that the smoke does not blow into the building by keeping the building entrance doors closed and smoking away (preferably 25 ft) from doors, windows, etc. Violation will result into fine and charges for restoring the unit and the common area, if applicable, to their smoke free status.
- 4) **Consumption and/or possession of illegal drugs or other such substances on the premises is strictly prohibited.** Violations will result into termination of the tenancy and/or reporting to the authorities.
- 5) **Smoking of marijuana by any means is strictly prohibited on the premises, both inside and outside the unit.** Marijuana can be consumed through non-smoking modalities as long as it is legally permitted by the laws of the Commonwealth of Massachusetts.
- 6) **Growing of marijuana or manufacturing of any illicit drugs is strictly prohibited.**
- 7) **Lit candles pose major fire risk and are not permitted inside the units, storage or enclosed common areas.**
- 8) **Holiday Decorations:**
 1. Decorative Lights
 - i) Keep all lights away from flammable objects such as clothing, drapes, etc.
 - ii) Put lights on timer and set the timer to go off during daylight hours and when you go to bed.
 - iii) Make sure that the lights' wiring, plug, etc. are in good condition.
 2. Put away or dispose of your Christmas tree after January 1.
 3. If you choose to bring a live tree:
 - i) When bringing the tree in or out, you are required to use a tree bag. Also, please make sure that you do not leave any needles or debris in the common area including ramps, hallways and stairs. Also make sure that you do not hit any doors, railings, walls and do not stain carpets.
 - ii) Keep the tree watered. A dry tree sheds needles and creates serious fire risk.
 - iii) Clean up around the tree on regular basis.
 - iv) Make sure surfaces are not damaged by sap or stained by the tree or needles.
 - v) Tree must be disposed by January 1. Do not dispose it in or by the property trash dumpster to avoid charges.
- 9) **Rent needs to be paid on time as per lease.** Following policy applies.
 1. The rent is due at our offices in Dennis Port or with our on-site admin on the 1st of the month.
 2. If your pay cycle forces you to need a few more days consistently, please let us know. We will work with you to establish a grace period for your payments and mark the account accordingly so that you are not sent the notice of past due payment unnecessarily.

3. If a special event forces you to need more time in a particular month, please let us know before the first, and depending upon your payment history, we will do our best to work with you.
 4. **If you are late in rent payment, and we have to come to your door to collect rent, please note that there is a \$25 collection fee.**
 5. If your rent is more than 30 days past due, a late fee of \$5/day is charged for each day the rent is past due more than 30 days.
 6. *Irrespective of how a check is marked, amounts paid are applied in the following fashion: pay other outstanding fees and charges (e.g., AC charge, repair charge, late fees) and then the latest month first, i.e., your debt of past due rent will generally be the last amount to be cleared off the accounts. This means that if you have been a "14 day notice to quit", it will remain valid and in force until you have become completely current.*
 7. 14 Day Notices may be issued as early as the day after rents are due.
 8. If we have to initiate eviction process, please know that you are responsible for the legal fees, court costs as well as our fees and lease termination charges outlined in your lease.
- 10) **Maintenance and Management's other needs to visit the unit:** Management recognizes its responsibility to maintain & manage/operate the property and requires cooperation of the tenants to be able to full fill this obligation.
1. For maintenance tasks or other needs to visit the unit, where possible, the management will provide a time window during which the task/visit will be performed. The management will try to make it as narrow as possible but it can be full day (say 8am to 5pm) depending upon personnel or vendor availability.
 2. Visit by the personnel or vendors during the provided time window is not guaranteed. Management will let you know if it needs to be rescheduled as soon as practical.
 3. Tenant is not required to be home during the repairs. If the tenant wishes to be home, they may need to take the time off during the entire time window. If the repair or necessary tasks cannot be completed during the window or needs to be rescheduled, they will need to decide whether to be home next time.
 4. Pet owners need to take special precautions to ensure that the pets do not get in the way of repairs being done. See Pet Policy for additional details.
 5. Management's personnel may or may not accompany the hired vendor.
- 11) **Pets can be kept only as per the "Pet Policy and Rules".** If you have pets, please read the policy carefully.
- 12) The unit including and not limited to cabinets, counters, appliances, plumbing fixtures, blinds, etc need to be maintained according to the instructions provided separately. The instructions are also available at <https://kasl.managebuilding.com/Resident/PublicPages/DocumentsSearch.aspx>. Hard copy can be provided upon request.
- 13) If there is any damage to the unit due to normal wear and tear, you must report it within a reasonable time after occurrence so that (a) it can be determined if it was due to normal wear and tear, and (b) appropriate repairs can be performed in timely fashion.
- 14) The management reserves the right to make reasonable amendments from time to time to these rules and regulations.
- 15) **Violations of terms of lease, Rules and Regulations, Policies may result into fines being imposed and damages being assessed.**

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Pet Policy and Rules

INTRODUCTION

This policy establishes the rules and conditions under which a pet may be kept in properties in which the leased premises exist. The primary purpose of these rules is to establish reasonable requirements for the keeping of common household pets in order to provide a decent, safe and sanitary environment for existing and prospective Lessees, Management agents, vendors and the public, and to preserve the physical condition of the property.

Violations of this policy shall be considered a violation of a material term of the lease. The property manager may require the removal of a pet upon violation of these rules, or may commence eviction procedures.

Any animal found in the properties outdoor or common areas without a proper license, tags and restraint shall be reported to the City Animal Control Unit or other applicable authority for its removal.

DEFINITIONS

Pet – a domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, or canary is an example of a domesticated animal that is commonly kept as a household pet. A monkey, snake or spider is an example of an animal that is not commonly kept as a household pet in the community.

Assistive Animal – an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An Assistive Animal shall be counted in the number of pets kept in a household.

TYPES AND NUMBER OF PETS ALLOWED

1. A maximum of two pets: a cat or a dog, and either a caged bird or birds, or a fish tank not to exceed 20-gallons will be allowed in studio, one- and two-bedroom apartments. However, in place of the fish tank or the bird cage an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, ferrets or gerbils may be kept. A maximum of three pets: a cat or a dog, a caged bird or birds, and a maximum 20-gallon fish tank will be allowed in apartments of three bedrooms or more. Again, in place of the fish tank or the bird cage an animal cage of equivalent size housing a reasonable number of hamsters, guinea pigs, ferrets or gerbils may be kept. A reasonable number of fish or other animals appropriately kept in an aquarium (such as a frog or iguana) will be permitted in a maximum 20-gallon fish tank. A reasonable number shall be the

number of animals or fish that may be kept in a similarly sized cage or tank as recommended by a veterinarian.

Lessees who own more than the number of pets permitted at the time this policy is implemented may keep those pets as long as they were kept in compliance with a preexisting pet policy for their property. This exception applies only to the currently owned pets; therefore when one currently-owned pet leaves the household, the resident may not replace the pet but must comply with the new policy.

2. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition deemed by management to be potentially harmful to the health and safety of others are prohibited.
3. Livestock, poisonous reptiles, amphibians or fish, rodents except for hamsters, guinea pigs or gerbils, snakes, birds of prey, insects, and arachnids are strictly prohibited. Also prohibited are Doberman Pinschers, Pit Bulls, Rotweillers and any mixed breed dog with identifiable characteristics specific to one of these breeds. Currently owned pets of these breeds or types will not be permitted to stay.
4. No exotic pets are permitted.
5. All dogs and cats over the age of 6 months must be spayed or neutered unless the resident provides a certification from a licensed veterinarian that such procedure would jeopardize the medical wellbeing of the pet.
6. The Lessor reserves the right to reject any pet for any reason or no other reason.

PET OWNERSHIP RULES

1. A Lessee who desires to acquire a new pet, keep an existing pet or add any new pet in a manner consistent with these rules must apply in writing at their property management office on the appropriate form provided by Lessor. The form shall be available at the management office. The Lessee shall provide with the application: (a) an identifying description of the pet accompanied by a photograph if the pet is a dog, (b) certificates of spaying or neutering of dogs and cats and the inoculations required by law, (c) in the case of a dog, a copy of the current license required by law, (d) the name and phone number of a contact person who can be called upon to care for the pet in an emergency.
2. A Lessee who wishes to keep a currently owned pet must provide the information listed above if he or she was not previously required to do so.
3. Properties can charge incrementally higher rent for pets.
4. The Lessee shall be responsible for proper care, including but not limited to flea control, yearly inoculations (certifications of which must be presented to the manager), and compliance with all applicable state and federal statutes, City ordinances, and all Authority rules and regulations.
5. The Lessee shall keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the apartment in sanitary condition at all times.

6. The Lessee shall be responsible to clean up after their pet anywhere on the property including carrying a “pooper scooper” and disposable plastic bag any time the pet is outside the apartment. Pet waste shall be bagged and disposed of in appropriate trash receptacles. Pet waste or pet litter shall not be deposited in the toilet.
7. The Lessee will ensure that the pets, particularly the dogs, do not urinate anywhere on the property, and even more particularly on the grass and plantings. Such urination burns the grass and plants. The tenant will be responsible for the cost to fix the damage and additional fine.
8. The Lessee shall keep his/her pet inside the apartment at all times except for transportation on and off the property and daily walks for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets shall be in suitable portable cages when outside the apartment. No animal shall be tied or chained outside the apartment.
9. The Lessee recognizes that various types of commercially available pest control products are used at the property, particularly and not exclusively, in lawn, on foundation, near foundation etc. Such products can be harmful to pets, as well as humans. While the Lessor and his agents will strive to take reasonable precautions, they cannot be held responsible for any injury that may be caused by such products. The Lessee agrees to take necessary protective measures and hold the Lessor harmless from any such damage.
10. In case of emergency, the management (and its agents) (“personnel”) have to right to enter the unit without advance notice. Any injury to the personnel due to pets will be tenant’s responsibility.
11. When the personnel enters the unit for maintenance or any other purpose, with notice, the dog should be crated particularly when the owner is not there and preferably be in the room that the personnel does not plan to enter or removed from the unit. The personnel reserves the right to enter any part of the premises as may be needed and ask the dog to be crated even if the tenant is in the unit.
12. If the pet is being a nuisance during the repairs, limiting the ability of the personnel to do their job, e.g. due to barking, the tenant is required to take the pet out of the unit and if the visit need to be rescheduled, tenant will be responsible for extra costs.
13. If the personnel need to reschedule the visit to the unit due to pet issues, the tenant will be charged \$100 plus any costs incurred due to the lack of access to unit. Examples of such costs will be any charges for revisit of the repair personnel, loss of discounts, etc.
14. Dogs and cats shall wear a collar with a tag identifying the pet and its owner, with name, address and telephone number. This tag shall be required in addition to license, rabies vaccination and any other tag required by law.
15. The Lessee shall pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage caused by their pet. The Lessee agrees that he/she will be responsible for the damages whether it is to his/her unit, common areas or other units.
16. The Lessee shall be responsible for any pet-related insect infestation and shall pay promptly, upon receipt of the bill, for all materials and/or labor used for necessary extermination. The Lessee agrees that the infestations due to his/her pet may spread outside his/her unit to the common area or other units and he/she will be responsible for

the extermination related charges for all the areas that the Lessee reasonably determines to have been affected by his/her pet.

17. No pet is to remain unattended, without proper care, for more than 24 hours. The Lessee shall designate one or more persons as an emergency contact that can tend to the pet if the Lessee is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours, and an emergency contact cannot be located, the Management shall report the matter to the Massachusetts Society for the Prevention of Cruelty to Animals or other applicable authority for its removal. If necessary, Management will enter the apartment, as in an emergency, to rescue the animal.
18. The Lessee shall be responsible for insuring that the rights of other Lessees to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance.
19. The Lessee shall be responsible for disposing of pet remains in accordance with Federal, State, and local laws, rules and regulations.
20. The Lessee shall allow the Management to inspect their unit as required to ensure compliance with these rules.
21. A copy of these rules shall be given to every resident who registers a pet and additional copies will be available at the management office at each development.
22. The property manager shall be responsible for maintaining records required by this policy including all pertinent pet-related information and documents supplied by Lessees, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.
23. All complaints by other Lessees or other people regarding pets shall be referred to the property manager.
24. These rules may be amended from time to time by the Management pursuant to its policy and in compliance with all relevant statutes and regulations.
25. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of Management.
26. Residents shall not alter their apartment, patio or other area on BHA property to create an enclosure for a pet.
27. Residents are entitled to request a grievance hearing pursuant with regard to any dispute they may have with the Management arising under this policy.

DETERMINATION OF NO-PET ZONES

Individual properties may establish reasonable no -pet zones in areas such as playgrounds or other common areas. Property shall post such areas as no -pet zones.

LEASE ENFORCEMENT AND EVICTION POLICY FOR UNAUTHORIZED PETS OR OTHER VIOLATIONS OF THIS POLICY

1. All violations of this pet policy shall be dealt with as a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken. In addition if the property manager determines that the presence of a pet constitutes a risk of damage to the property or creates a threat to the health and safety of any member of the public housing community, including residents, household members, guests and/or employees, Management may require the removal of the resident's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a violation of the resident's lease obligations. Any violation shall give rise to all appropriate remedies under the lease, including \$100 fine per violation, eviction proceedings and making a complaint to the City Dog Control Unit.
2. After an unauthorized pet has been seen, a letter of violation will be given to the resident. This letter shall state that a resident must remove the pet within seven (7) days or eviction proceedings will commence. Seven days after this letter is given to the resident, the manager will inspect the apartment and verify whether or not the pet is gone. A \$100 fee shall be charged for each violation.
3. If the resident still has the pet or has not otherwise responded to the 7-day letter, the resident will be served with notice of a private conference. If the resident fails to respond to the private conference, a 30-day notice to quit will be issued. If the resident responds, at the conference the resident must agree to correct the lease violation, provide alternative evidence and/or explanations that the violation has not taken place, already have corrected the problem or follow the procedures in this policy to apply to have a pet. The manager shall follow up to verify that the resident has removed the pet or otherwise complied with this policy. Should the resident refuse to comply or if s/he has been a repeat offender of the Pet Policy, the manager will proceed with eviction. The resident will be responsible for the court costs, legal fees as well as property's eviction related charges outlined in the lease.

Utilities & Amenities

*Responsibility for the utility depends upon the building the unit is in and is detailed below. Lessees agree to be judicious in their usage of the utilities and not waste those.***

FOR UNITS LOCATED AT 54, 60 CENTER ST, DENNISPORT, MA 02639

UTILITIES PAID BY LESSOR:

Water, Hot Water, Heat (Gas), Electricity for non-AC use, Snow Removal **from COMMON AREA ONLY**, Trash Collection

LESSEE is responsible for snow clearing from, cleaning and basic maintenance of area dedicated to his unit. This includes snow removal and cleaning of the landing in front of his unit door, the landing and steps in the unit's private patio, the patio, and the private walkway/pavers from shared walkway to his unit. It also includes removing weeds from the private patio for the unit

Use of AC is allowed only according to the "Terms of AC Use".

FOR UNITS LOCATED AT 58 CENTER ST, DENNISPORT, MA 02639

UTILITIES PAID BY LESSOR:

Water, Hot Water, Snow Removal, Trash Collection

ELECTRICITY: To be paid by Lessee to the utility company and subject to the payment terms of net metering credits assigned to the unit's electricity meter and release of electricity usage information. (Heat is provided through a heat pump.)

The Lessee hereby gives authorization to the utility company to provide electricity usage information to the Lessor

FOR UNITS LOCATED AT 64 & 66 CENTER ST, DENNISPORT, MA 02639

UTILITIES PAID BY LESSOR:

Water, Hot Water, Heat (Gas), Electricity for non-AC use, Snow Removal, Trash Collection

Use of AC is allowed only according to the "Terms of AC Use".

FOR UNITS LOCATED AT 70 CENTER ST, DENNISPORT, MA 02639

UTILITIES PAID BY LESSOR:

Water, Snow Removal from the parking lot and common area, Trash Collection.

Note: The tenant is responsible for removing snow from the deck and the attached stairs dedicated to the unit.

ELECTRICITY: To be paid by Lessee to the utility company and subject to the payment terms of net metering credits assigned to the unit's electricity meter and release of electricity usage. (Heat and hot water are electric.)

The Lessee hereby gives authorization to the utility company to provide electricity usage information to the Lessor

FOR UNITS LOCATED AT 78 CENTER ST, DENNISPORT, MA 02639

UTILITIES PAID BY LESSOR:

Water, Heat (gas), Hot water, Snow Removal, Trash Collection

The units located at 78 Center St, Dennisport, MA are part of the Seabreeze Condominium. Seabreeze Condominium is responsible for maintaining the common areas including and not limited to hallways, parking lot, trash collection, landscape, septic, windows, etc. If there is problem with any of these areas, the Lessor's responsibility is limited to reporting the issues to the Trustees for resolution.

ELECTRICITY: To be paid by Lessee; To be paid by Lessee to the utility company and subject to the payment terms of net metering credits assigned to the unit's electricity meter and release of electricity usage information.

Terms of AC USE

These terms apply to the Lessees in units that do not have utility monitored electricity meters. As of 9/1/2022, these units are located in the buildings 54, 60, 64 and 66 Center St, Dennis Port, MA 02639 and this list of units can be revised at any time without notice.

The Lessee agrees to purchase the privilege, and the Lessor grants the Lessee the privilege, to install and use air-conditioner(s) in the unit subject to the following terms.

1. **The Lessee agrees to pay for additional fee for using AC per the fee schedule provided by the Lessor. This document describes the fee schedule applicable in Year 2022. The Lessee agrees that the fee schedule will change on annual basis in response to the changes in the electricity rates, and if necessary, other factors that are considered reasonable by the Lessor in his sole discretion.**
2. **The Lessor will strive to notify the tenants of new rate schedule before AC season begins. However, if Lessee has not received notification of new fee schedule, Lessee agrees to ask the Lessor about new fee schedule before putting in AC. In case the Lessee has not received notification of new fee schedule, the Lessee hereby explicitly agree to change in fee schedule that is commensurate with the change in the electricity rates.**
3. The Lessee has the responsibility of notifying the Lessor of his start and stop of AC use.
 - a. If the Lessee fails to notify the Lessor prior to beginning his AC use, the lessor reserves the right to charge for AC use beginning May 1 or the date he reasonably believes that the AC use started, whichever comes earlier.
 - b. The Lessee agrees to remove the AC by the end of September and notify the Lessor promptly.
 - c. If the Lessee fails to notify the Lessor of removal of and discontinuation of his AC use, the AC charges may continue until the Lessee notifies the lessor of discontinuing AC use.
 - d. ACs must be off when heat is turned on and removed when asked by the Lessor.
4. The Lessee agrees to pay the Lessor fee for this privilege per following **AC Use Fee Schedule:**

Fee for ONE AC use:	\$150 per month for 1 BR, \$200 per month for 2BR;
Additional AC:	\$100 per month Per AC
Max ACs per unit:	2

- The Lessee further recognizes that this fee is on Calendar Month basis with expectation. No explicit proration of the fee will be done for installation or removal of AC units in the middle of month. For the tenants installing or removing ACs in the middle of a month, participation in the Energy Conservation Incentive Plan will have an effect similar to, but not exactly same as, that of proration.

5. **The Lessee can save money and reduce his or her fee by participating in following optional Energy Conservation Incentive Plan:**

If the total electricity use during the AC use period, as measured by Lessor's sub-meters, is:

- Under 400 kWHR in a Monthly measurement period, the incentive level achieved for that period is **GOLD**, and the total AC use fee for all ACs in the unit in that period is reduced to **\$68**;
 - Between 401 to 600 kWHR in a Monthly measurement period, the incentive level achieved for that period is **SILVER**, and the total AC use fee for all ACs in the unit in that period is reduced to **\$135**;
 - Between 601 to 800 kWHR in a Monthly measurement period, the incentive level achieved for that period is **BRONZE**, and the total AC use fee for all ACs in the unit in that period is reduced to lower of the fee per schedule or **\$200**;
 - Between 801 to 1000 kWHR in a Monthly measurement period, the incentive level achieved for that period is **NICKEL**, and the total AC use fee for all ACs in the unit is reduced to lower of the fee per schedule or **\$270** a month
 - If the usage exceeds 1000kWHR in a Monthly measurement period, one would pay according to the fee schedule without this option.
6. The **Energy Conservation Incentive Plan** is subject to the proper operation of the Lessor's sub-meters. The parties agree that (a) if for some reason the sub-meter breakdown or the Lessor is unable to properly measure the usage or (b) if the authorities determine that the Lessor provided sub-meter cannot be used or that this Energy Conservation Incentive Plan is not valid for any reason whatsoever, the rest of the AC use agreement including the AC Use Fee Schedule will continue to apply.
 7. **The Lessee also agrees that s/he is responsible for any damage that may occur to the premises including and not limited to, scratching of windows, casing, or screens, condensation damage to wood, siding, including formation of algae and mildew, or any other damage that can be reasonably ascertained to be caused by the installation, removal or use of the AC. The Lessee agrees to safeguard the screen that is removed when AC is installed and put it back when the AC is removed.**
 8. The Lessee agrees that the Lessor has a right to ask for AC to be not used for few days or put restriction on how it can be used (e.g., on recirculation mode only) if business needs so dictate. If the Lessor needs to ask that the AC use be discontinued for a period more than 3 days, the monthly rate will be prorated.
 9. If there are any disputes or issues with the use of the ACs and associated charges that cannot be resolved amicably by the Lessee and the Lessor, the parties agree to resolve it by the Lessee discontinuing the use of the ACs and the Lessor prorating the charges after discontinuation of the use of the ACs.

Move Out and Damage Assessment Policy

1) Move Out Inspections:

- a) The tenant needs to give at least 2 business days notice to set up a move out inspection.
 - b) The inspections will be done between 8am and 4pm, Monday through Friday. Inspections will be performed by Landlord's management staff and will only be performed with the Apartment completely vacant with all personal items removed. Management will make all reasonable effort to schedule the inspection at a date and time which is mutually convenient to the parties soon after move out. However, if the Tenant is not present, Tenant expressly waives its rights to challenge any of the findings in the inspection report completed by Landlord, including that damage beyond reasonable wear and tear was done by Tenant resulting in a deduction the security deposit.
- 2) Except for reasonable wear and tear, you must leave the unit in the condition it was delivered to you. The Apartment, including kitchen and laundry appliances, should be cleaned thoroughly to meet the following standard:
- a) Refrigerator and freezer must be clean; sides and back area of refrigerator should be clean.
 - b) Stove top and sides, burner pans, knobs, range hood, oven, oven shell, microwave (where provided) must be clean
 - c) Kitchen cupboards, sink and dishwasher (where provided) must be clean
 - d) Laundry machines (where provided) must be clean. The lint filter must be clean. Side areas should be clean
 - e) AC unit heads, where applicable, should be clean.
 - f) All appliances should be in good working order (unless problems had been reported earlier and not yet corrected)
 - g) Bathroom tub, sink, toilet, floor tiles must be clean.
 - h) All flooring should be cleaned and be free from spots. All carpet areas must be vacuumed and spots removed. If carpet is badly soiled, there will be an additional charge for shampooing and replacement if that is warranted.
 - i) There should be no holes in the walls, no stains or rips on the carpets, no tears in the floor, etc.
 - j) All windows (inside) must be cleaned and closed and heat must be set at 60 degrees.
 - k) All blinds should be wiped clean
 - l) Empty out and clean your storage
 - m) All papers, trash, clothes hangers, food containers etc must be removed from Apartment and storage areas

- 3) If Tenant fails to clean in accordance to the requirements in the paragraph 2 above, the following charges will be levied as repair charges and will be deducted from the Security Deposit:
- | | |
|---|--|
| a) Refrigerator/Freezer | \$50.00 |
| b) Kitchen Stove/Oven not cleaned | \$50.00 |
| c) Kitchen cupboards | \$25.00 per cupboard |
| d) Microwave not cleaned | \$50.00 |
| e) Dishwasher not cleaned | \$50.00 |
| f) Washing machine not cleaned | \$50.00 |
| g) Dryer not cleaned; lint not removed | \$50.00 |
| h) Bathroom not cleaned | \$100.00 per bathroom |
| i) Trash not removed | \$100.00 |
| j) Windows not cleaned (inside only) | \$25.00 per window |
| k) Blinds stained, soiled or damaged | \$50.00 per blind |
| l) Carpet not vacuumed | \$60.00 |
| m) Flooring not swept or cleaned | \$100.00 |
| n) Storage not cleaned completely | cost to Landlord |
| o) Carpet badly soiled/stained | replacement value
(no deduction for depreciation) |
| p) Unreturned remote control for AC units, where applicable | \$150.00 per remote control |
| q) Unreturned or replaced key | \$50.00 per key |
| r) Missing or not working light bulbs (LED or CFL, as orig) | \$5/LED bulb; \$3/CFL bulb |

Damage to any other items not specifically mentioned above shall be charged to the Tenant at the Landlord's reasonable cost of repairing or replacing. Included in this cost is the cost of any raw materials together with labor at the hourly rate of \$70.00 per hour, any external contractors at their actual cost and an administration/management fee of \$300.00.

- 4) Upon move out, do not dispose large or prohibited items such as furniture (e.g., sofa, chair, tables, etc.), mattresses, television, computers, exercise equipment, small appliances, etc. in or near the dumpster. Failure to comply will result into significant disposal charges (\$50 minimum) and will be deducted from Security Deposit.
- 5) Tenant must provide forwarding address or addresses to the Landlord.

Net Metering Credit Purchase Agreement

The Lessees in building 58, 70 and 78 Center St, dennisport, MA 02639 pay for their electricity usage to the Electricity company (Eversource).

As a Lessee in these buildings, The Tenant agrees to allow the Landlord or its representative to assign his netmetering credits to the meter and account associated with the unit rented to the Tenants. The Tenant gives the utility company (“Eversource or its designee”) the permission to allow the Landlord to view the electricity bill for the meter and account associated with the Unit.

If the landlord chooses to assign net metering credits to the tenant’s account, the landlord will notify the tenant of the net metering credits being assigned to the tenant’s account. These netmetering credits will be assigned to the Tenant’s account by the utility as \$ credits towards the bill.

If the Landlord does assign the net metering credits to the tenant’s account, the Tenant agrees to pay the Landlord for the net metering credits assigned to the meter for the Unit for the duration of the tenancy, in addition to paying the utility directly for the amount billed by the utility to the Tenants (the Tenant will not be charged by the utility for the electricity amount represented by the net metering credits.) If there is a mismatch between the billing period for the meter, the periods of tenancy or the periods for which net metering credits are reported, the net metering credits consumed by the Tenant will be determined equitably according to the days of tenancy of different tenants in the period of concern.

Seabreeze Condominium Notification Rider

APPLICABLE ONLY TO UNITS LOCATED AT 56, 78 & 88 CENTER ST, DENNISPORT, MA
02639

The leased premises are part of Seabreeze Condominiums.

The Lessee recognizes that this Agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium and the By-Laws and Rules and Regulations thereof (the Condominium Documents), as the same have been amended most recently prior to the execution of said Agreements.

The Lessee further understands that

“THE UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING AND NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY THE TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY AND ARE NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST, THE BY-LAWS AND RULES AND REGULATIONS, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS), AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISIONS OF THIS LEASE.”

The Seabreeze Condominium Documents are available at

<https://kasl.managebuilding.com/Resident/PublicPages/DocumentsSearch.aspx>

If desired, the Lessee can obtain a hardcopy of the documents from the Lessor.

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 deleaded 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 www.mass.gov/dph/clppp. You can also check with 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. There is a list of licensed lead inspectors and risk assessors at www.mass.gov/cph/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.)
1-800-532-9571 or 617-624-5757
www.mass.gov/dph/clppp

Massachusetts Department of Labor and
Workforce Development
(List of licensed deleadors)
617-626-6960

Your local lead poisoning prevention program
or your Board of Health, www.mhoa.com/roster.htm

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

U.S. Environmental Protection Agency, Region I
(Information about federal laws on lead)
617-918-1328 or www.epa.gov/lead/

National Lead Information Center
(General lead poisoning information)
1-800-424-LEAD (or 5323)

CRITICAL CONTACT INFORMATION

PLEASE KEEP IT IN AN EASY TO FIND PLACE.

- **Management office:**

Location: 70 Center St, First Floor, Dennisport, MA

Office phone: 508-394-0540. If no one is there, please call 508-364-7988

Urgent Maintenance: 508-364-7988

Emergency phone: Please call 911 for any life threatening situations.

Email address: aksdp58@gmail.com.

- **Maintenance Requests:**

Please submit all maintenance requests in writing, preferably through the Lessee website or E-Mail.

- **Lessee Website/Resident Portal:** <https://kasl.managebuilding.com/Resident> . We encourage you to sign up for it as well as messaging with our management platform Buildium.

- **Rent:** Rents are due on 1st of the month. We strongly encourage you to pay online through Resident Portal or via electronic transfer facility called Zelle to email-address aksdp58@gmail.com followed by an email to the same account with your unit number and the amount sent.

Alternately, please send rent check or money order to following address in time so that it arrives by the 1st of the month.

Choice Property Management LLC

P.O. Box 191

Dennis Port, MA 02639

Cash payments can be made at your neighborhood CVS or 7-Eleven using a system. You can sign up for Resident Portal or ask us for a Pay Code.

Please note that if you fail to make timely payment and we need to make a collection attempt, your account will be charged \$25.00 as collection attempt fee.

- **Correspondence by Mail: Please send any correspondence to:**

Choice Property Management LLC

P.O. Box 191

Dennis Port, MA 02639

We encourage you to use e-mail and website for more timely communication.

- *The management reserves the right to change this information without prior notice, including changing the location of the management office or eliminating the onsite property management office and changing the phone numbers and email addresses. The Lessor will notify the tenant with new information through one of email, phone call, message or postal mail*