

**KASL-Seabreeze, LLC.**  
**RESIDENTIAL TENANCY AGREEMENT**

BY THIS AGREEMENT made and entered into on \_\_\_\_\_ between \_\_\_\_\_ herein referred to as Lessee or tenant, and KASL-Seabreeze, LLC. 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.

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.

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

| Name  | Cell Phone | E-mail |
|-------|------------|--------|
| _____ | _____      | _____  |

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. \*\***

**Rent:**

RENT: \$ \_\_\_\_\_ US Dollar: \_\_\_\_\_  
DUE DATE: 1<sup>st</sup> of the calendar month

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

PARTIAL INITIAL MONTH RENT: \_\_\_\_\_  
FIRST MONTH RENT: \_\_\_\_\_  
LAST MONTH RENT: \_\_\_\_\_  
SECURITY DEPOSIT: \_\_\_\_\_  
KEY CHANGE CHARGE: \_\_\_\_\_ \$50 (Optional)

OTHER PROVISIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Utilities:**

UTILITIES PAID BY LESSOR:

Water, Hot Water, Heat (Gas), Electricity, Snow Removal, Trash Collection

CABLE:

At the time of the signing the lease, the Lessor is the only entity authorized to provide the cable service at the property. The tenants are not authorized to purchase cable service from any other source. Tenants are also not authorized to install any equipment such as satellite dish.

CABLE CHARGES: \$\_\_\_\_\_/MONTH. (EXPANDED CABLE BY COMCAST)

The price for cable service may be changed, within reason, by the landlord by giving the tenant one month notice.

This service may be terminated by the Lessor by giving the tenant one month notice and reducing the rent by \$\_\_\_\_\_/month for the remainder of the term of the lease.

AIR CONDITIONER USAGE:

|                              |                                |
|------------------------------|--------------------------------|
| AC use allowed only during:  | June 1 – Sept 15               |
| Fee for ONE AC use:          | \$225 for 1 BR, \$300 for 2BR; |
| Additional AC:               | \$100 Per AC                   |
| Max ACs per unit:            | 2                              |
| Number of ACs use purchased: | _____                          |

AC USE IS PROHIBITED UNLESS AN AC USE FEE IS PAID IN ADVANCE.

YOU CAN DECIDE TO PURCHASE AC USE AT A LATER DATE BUT MUST DO SO ONLY AFTER NOTIFYING THE LANDLORD AND PAYING NECESSARY AC USE FEE.

YOU CAN CANCEL YOUR PURCHASE OF AC BY GIVING WRITTEN NOTICE BY MAY 31.

IF YOU HAVE NOT PURCHASED AC USE AND THE LANDLORD OBSERVES THAT YOU ARE USING AC, YOUR ACCOUNT WILL BE CHARGED \$25 PLUS THE AC FEE AS PER THE SCHEDULE ABOVE.

**\*\* Lessees agree to be judicious in their usage of the utilities and not waste those.\*\***

**Occupants:**

#ADULTS: \_\_\_\_\_ #CHILDREN (under 18 years): \_\_\_\_\_ TOTAL: \_\_\_\_\_

| Names | Age   | Phone | E-mail |
|-------|-------|-------|--------|
| _____ | _____ | _____ | _____  |
| _____ | _____ | _____ | _____  |
| _____ | _____ | _____ | _____  |
| _____ | _____ | _____ | _____  |

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

**ALLOWED PETS:** \_\_\_\_\_ / NONE

| Type  | Breed | Name  | Color | Spayed | Vaccinations |
|-------|-------|-------|-------|--------|--------------|
| _____ | _____ | _____ | _____ | _____  | _____        |
| _____ | _____ | _____ | _____ | _____  | _____        |

PET FEE, if not already included in the rent: \$\_\_\_\_\_ /Month

**\*\* 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. Cats need to remain indoors. Dog needs to be on leash when outside. Pooper-scooper rule applies. Tenant remains liable for any damage or injury caused by the pets, including problems due to fleas. Disturbance or threat thereof will lead to revocation of your privilege to keep the pet. See Pet Policy and Rules.\*\***

**ALLOWED VEHICLES:**

Parking spot: \_\_\_\_\_  
COLOR                      Make                      Model                      Year                      Plate #  
\_\_\_\_\_

Other Vehicles, if any:  
COLOR                      Make                      Model                      Year                      Plate #  
\_\_\_\_\_  
\_\_\_\_\_

- All vehicles must be roadworthy, functional and have valid registration.

- 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 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.**
- If you are not using the assigned parking spot for one of the aforementioned vehicles, you CANNOT assign the parking spot to a tenant in another unit or someone else.

**BASEMENT STORAGE AREA:**   NONE          /          \_\_\_\_\_

**RENT PAYMENT ADDRESS:**

**KASL-Seabreeze LLC, P.O. Box 7, Dennis Port, MA 02639**

***\*\* Rents are due at the above address on the 1<sup>st</sup> of the month. 14 day notice to quit may be sent as early as on the 2<sup>nd</sup> 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:** KASL-Seabreeze LLC, P.O. Box 7, 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,
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. Receipt of a copy of the Master Deed of the Condominium, the Declaration of Trust of the Condominium, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of said Agreements. (These are available at the website <https://kasl.managebuilding.com/Resident> under the documents tab. These will be provided in hard copy upon request.)
7. **That he/she understands that if he/she breaks the lease in the middle of the lease period, 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.

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” and the security deposit will be applied towards repairs to restore the unit to its original condition, reasonable wear and tear excepted, unpaid rent, and other fees per lease, including but not limited to late fees, Not Sufficient Fund fees, collection charges and legal fees.
9. 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, failing which such amounts will be deducted from the security deposit balance, if any, available with the Lessor, and he/she will be required to replenish the security deposit within 30 days.
10. That he/she understands that the payments are applied in the following order: outstanding fees and charges, then the current month, then the previous month, and so on and so forth.
11. A hand-delivered notice or a notice sent by mail to the Lessee alone will constitute legally sufficient.
12. This agreement, attachments and addendums noted below 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 below will be taken together and are to be interpreted as one single document. 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.
13. 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.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

**Acceptance by Lessee and Guarantors**

X \_\_\_\_\_  
Lessee

If the Lessee's obligations under this Agreement in its entirety are guaranteed by a person other than Lessee:

**Co-Resident Guarantor 1:**

I, \_\_\_\_\_ with permanent address of  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

guarantee the obligations of the Lessee in its entirety and agree to notify the Lessor if any of my contact information changes.

X \_\_\_\_\_  
Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

**Co-Resident Guarantor 2:**

I, \_\_\_\_\_ with permanent address of  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

guarantee the obligations of the Lessee in its entirety and agree to notify the Lessor if any of my contact information changes.

X \_\_\_\_\_  
Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

**OTHER GUARANTOR:**

I, \_\_\_\_\_ with permanent address of

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

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

guarantee the obligations of the Lessee in its entirety and agree to notify the Lessor if any of my contact information changes.

X \_\_\_\_\_  
Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

**Acceptance by the Lessor**

X \_\_\_\_\_

Lessor agent name: \_\_\_\_\_  
Property Manager, KASL-Seabreeze LLC

**Attachments and Addendums:**

- Rules and Regulations of Tenancy 3.10
- Apartment condition statement V3.10
- Security Deposit and Last Month Rent Receipt V3.10
  
- Contact information and procedure summary
- Pet Policy and Rules V3.10
- Tenancy Agreement Main Body V3.10
  
- Seabreeze Condominium Notification Rider, Master Deed and By Laws & Rules and Regulations of the Trust (in order to save paper, these are available on document tab at <https://kasl.managebuilding.com/Resident>. Hardcopy can be provided upon request.)
  
- Tenant Lead Law Notification and Lead Certificate. Provided upon request or when a child under 6 is planned to be resident in the unit.
- The Special Agreement defining a payment plan, if applicable

# RULES AND REGULATIONS OF TENANCY V3.10

## *Seabreeze by KASL*

At

Center St, Dennis Port, MA 02639

### 1) Restrictions on use of common areas:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) Dumpster is for regular household trash only. *Disposal of furniture (e.g., sofa, chair, tables, etc.), mattresses, etc. in or near the dumpster will result into significant disposal charges (\$50 minimum).*
- h) 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 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 doors closed. 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) Rent needs to be paid on time as per lease.** Following policy applies.
- a) The rent is due at our offices in Dennis Port or with our on-site admin on the 1st of the month.
  - b) 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.
  - c) 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.
  - d) 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.**
  - e) 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.
  - f) 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.*
  - g) 14 Day Notices may be issued as early as the day after rents are due.
  - h) If we have to initiate eviction process, please know that you are responsible for the legal fees, court costs as well as our fees outlined in your lease.
- 6) Upon your departure:**
- a) Except for reasonable wear and tear, you must leave the unit in the condition it was delivered to you. There should be no holes in the walls, no stains or rips on the carpets, no tears in the floor, etc. This also means you must:
    - i) Not leave any personal belongings in the unit, cabinets, refrigerator, etc.;
    - ii) Clean the unit thoroughly, including cabinets, vanity, bath tub, closets, etc.
    - iii) Refrigerator and stove should be completely clean;
    - iv) Shampoo the carpet if needed
    - v) Patch up the holes and paint up surfaces if needed
    - vi) Empty out and clean your storage
  - b) If possible, the Management will be happy to provide you carpet shampooer, matching paint, etc.
  - c) 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.
  - d) Do not dispose large objects such as furniture and mattresses in the dumpster or dumpster area.
- 7) Pets can be kept only as per the “Pet Policy and Rules”.** If you have pets, please read the policy carefully.

8) The management reserves the right to make reasonable amendments from time to time to these rules and regulations.

We have reviewed the above Rules and Regulations of Tenancy and accept these as an integral part of our tenancy agreement.

X \_\_\_\_\_  
Lessee Name: \_\_\_\_\_ Date

# Apartment Condition Statement For New Tenants

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

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: \_\_\_\_\_

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

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: \_\_\_\_\_

KASL-Seabreeze LLC , P.O. Box 7, Dennis Port, MA 02639

I, \_\_\_\_\_, with the above statement, with following provisions:

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

\_\_\_\_\_  
\_\_\_\_\_  
Lessee name: \_\_\_\_\_ Date

# Apartment Condition Statement For Renewing Tenants

Date: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: UNIT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The apartment was rented to you in the condition described in the Apartment Condition Statement dated \_\_\_\_\_. Since then following changes have been made by the Lessor to the unit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Following changes, if any, are accepted by the Lessor as a result of either normal wear and tear or due to events that are not your responsibility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_ Lessor/Agent Signature: \_\_\_\_\_

Agent name: \_\_\_\_\_

KASL-Seabreeze LLC , P.O. Box 7, Dennis Port, MA 02639

I, \_\_\_\_\_, with the above statement, with following provisions:

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

\_\_\_\_\_  
Lessee name: \_\_\_\_\_

\_\_\_\_\_  
Date

**KASL-Seabreeze LLC**  
P.O. Box 7, Dennis Port, MA 02639

**Security Deposit and Last Month Rent Receipt (potentially in advance of payment)**

From:

Names: \_\_\_\_\_

For Unit: \_\_\_\_\_ Center St, Unit \_\_\_\_\_, Dennisport, MA 02639

Your Target Security Deposit Amount is \_\_\_\_\_ and it will be kept at Bank of Cape Cod, 232 Main St, Hyannis, MA. 02601, Account: 2000127791. As of \_\_\_/\_\_\_/\_\_\_\_\_, you have paid \$\_\_\_\_\_ towards the Security Deposit.

Your Target Last Month Rent Amount is \_\_\_\_\_ and is will be kept at Bank of Cape Cod, 232 Main St, Hyannis, MA. 02601, Account: 2000128872. As of \_\_\_/\_\_\_/\_\_\_\_\_, you have paid \$\_\_\_\_\_ towards the Last Month Rent.

We also acknowledge that you paid \$\_\_\_\_\_ to previous owner, Hawkeye Management. As we did not receive this amount from Hawkeye, we will not be able to deposit this amount in the bank and will not be able to pay you any interest on it. However, we agree to give you a credit for this amount for the rents due from you in the last month of your tenancy.

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, KASL-Seabreeze LLC

Date: \_\_\_\_\_