

CRITICAL CONTACT INFORMATION

PLEASE KEEP IT IN AN EASY TO FIND PLACE.

- **Management office:**

Location: Basement of 58 Center St, Middle door in the Rear of the Building

Management office hours: Tuesdays and Fridays from 8 - 10am.

Office phone: 508-394-0540.

Emergency phone: 978-844-4451. Please call 911 for any life threatening situations.

Email address: aksdp58@gmail.com.

- **Lessee Website: <https://kasl.managebuilding.com/Resident>**
- **Rent: Rents are due on 1st of the month. Please send rent check or money order to following address in time so that it arrives by the 1st of the month.**

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

In case you fail to send it by mail in time, you can deliver the rent to the Office on 1st of the month between 8AM and 1PM.

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:**

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

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

Seabreeze by KASL

Pet Policy and Rules V3.10

INTRODUCTION

This policy establishes the rules and conditions under which a pet may be kept in properties owned or managed by KASL LLC or its affiliates (“KASL”). 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, KASL agents and the public, and to preserve the physical condition of KASL 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 KASL-owned or managed 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 pet will be permitted which is expected to exceed 30 pounds in weight at maturity. 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.

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 KASL. 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 KASL 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 shall keep his/her pet inside the apartment at all times except for transportation on and off BHA 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. The Lessee shall be responsible for disposing of pet remains in accordance with Federal, State, and local laws, rules and regulations.
14. The Lessee shall allow the KASL to inspect their unit as required to ensure compliance with these rules.
15. 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.
16. 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.
17. All complaints by other Lessees or KASL personnel regarding pets shall be referred to the property manager.
18. These rules may be amended from time to time by KASL pursuant to its policy and in compliance with all relevant statutes and regulations.
19. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of KASL.
20. Residents shall not alter their apartment, patio or other area on BHA property to create an enclosure for a pet.
21. Residents are entitled to request a grievance hearing pursuant with regard to any dispute they may have with the KASL 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, KASL 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 eviction proceedings. In the case of a vicious dog, management may make 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.

KASL-Seabreeze, LLC.
TENANCY AGREEMENT MAIN BODY
Version 3.10

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.

- 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 KASL, Master Deed, By Laws and Rules & Regulations of the condominium.
- 6) **Vehicles.** All vehicles must have current registration and license plate or will be removed at Lessee's expense within several days after written notification.
- 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 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 can 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.
- 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) **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. 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.**
- 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 Hearing: \$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.

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.
- 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, heating, apparatus and 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. 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 a 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) **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 washing machine and the clothes dryer will be installed inside the unit.
- c) No air-conditioning unit, space heater, 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.
- d) No waterbeds shall be permitted in the leased premises.
- e) The Lessee will keep the windows and doors closed when the heat is on.
- f) The blinds and other window treatments need to have white or off-white backing.
- g) 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.
- h) The Lessee agrees to abide by the Rules and Regulations of the property containing the leased premises.
- i) 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.
- j) 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.

28) **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.**

- 29) **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.
- 30) **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.
- 31) **Lead Paint Disclosure.** See the Massachusetts Lessee Lead Law Notification and Certification Form attachment.
- 32) **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.
- 33) **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.
- 34) **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) The rent will be increased by 5% per year;
 - 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. 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.

- 35) **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.
- 36) **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).
- 37) **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.
- 38) **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.
- 39) **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.
- 40) **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.