

**KASL, LLC.**  
**University Park Loft Condominium**  
**RESIDENTIAL LEASE**

BY THIS AGREEMENT made and entered into on \_\_\_\_\_(date) between \_\_\_\_\_ herein referred to as Lessee, and KASL, LLC. herein referred to as Lessor, Lessor leases to Lessee the premises situated at 21 Illinois St., UNIT \_\_\_\_\_, in the City of Worcester, County of Worcester, State of Massachusetts, and more particularly described as follows:

Together with all appurtenances, for a term of \_\_\_\_\_years, to commence on \_\_\_\_\_date), and to end on \_\_\_\_\_(date), at \_\_\_12:00 p.m.

- 1) **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.
  
- 2) **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \_\_\_\_\_Dollars (\$\_\_\_\_\_) per month in advance on the \_\_\_\_\_day of each calendar month beginning \_\_\_\_\_(date), at **KASL, LLC., 22 JACKSON DRIVE, ACTON, MA 01720**, or at such other place as Lessor may designate.
  
- 3) **Security Deposit.** On execution of this lease, Lessee deposits with Lessor \_\_\_\_\_
  
- 4) **Early Move and Others.** The Lessor may allow the Lessee to move in on a date earlier than the Lease start date. In such an event, the Lessee agrees to
  - a) Be subjected to all the terms and conditions of this lease for the duration of the early move,
  - b) Move in on or after \_\_\_\_\_n/a\_\_\_\_\_ (date), and
  - c) Pay the Lessor \_\_\_\_\_Dollars (\$\_\_\_\_\_) on \_\_\_\_\_(date) at the address specified in paragraph Rent.
  - d) Other provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 5) **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that WATER shall be provided by Lessor.

6) **Number of occupants.** Lessee agrees that the demised premises shall be occupied by no more than \_\_\_\_\_ persons, consisting of \_\_\_\_\_ adults and \_\_\_\_\_ children under the age of \_\_\_\_\_ years, without the written consent of Lessor.

Names	Age	SSNo
_____	_____	_____
_____	_____	_____

Lessee will not have any guests stay for a period longer than 14 days without written permission of the Lessor.

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

Names	Cell Phone	E-mail
_____	X _____	X _____
_____	X _____	X _____

Other permanent contact information:

LESSEE AGREES TO PROVIDE UPDATED CONTACT INFORMATION PROMPTLY UPON CHANGE.

8) **Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without written consent of Lessor. Allowed pets are:

Name	Type	Breed
_____	_____	_____
_____	_____	_____

No new pets can be added, even temporarily, without written permission of the Lessor. Further, all pets are subject to the provisions in the Master Deed, By Laws and Rules & Regulations of the condominium. DOGS, EXCEPT FOR SERVICE DOGS FOR GENUINE NEEDS, ARE NOT ALLOWED.

Additional monthly fee for the pets, if any, is included in the rent.

Additional deposit of \$\_\_n/a\_\_\_\_\_ is included in the Security Deposit.

9) **Vehicles.** All vehicles must have current registration and license plate or will be removed at Lessee's expense within several days after written notification. The Lessee will provide the proof of registration and insurance to The Lessor and the Trustees.

Vehicle	Make	Model	Year	Plate #
X _____	_____	_____	_____	_____
X _____	_____	_____	_____	_____

Lessee is provided with following parking spots:

\_#\_ IN GARAGE\_\_\_\_\_ # OUTSIDE\_\_\_\_\_

Lessee and the occupants cannot use other marked parking spots, whether inside or outside the garage, as those may be assigned to other residents.

- 10) **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.
- 11) **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.
- 12) **Access Control of the Premises:** The Lessee agrees that control of access to the building is necessary for maintaining the security of the building and all of its residents. The Lessee agrees to not duplicate access control devices including but not limited to the keys or the garage door openers. The Lessee agrees to not give access control devices to any other party without written or electronic authorization of the Lessor. The Lessee agrees to provide the name, address and the contact information for anyone to whom the Lessee wishes to grant unsupervised access to the unit or the building.
- 13) **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 tenantable condition. Lessee has completed a "Unit Condition" report.
- 14) **Assignment of 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. 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.
- 15) **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.

- 16) **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.
- 17) **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.
- 18) **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times 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.
- 19) **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 tenant. 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.
- 20) **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.
- 21) **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.

- 22) **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.
- 23) **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.
- 24) **Additional Charges.**
- a) Lessee shall 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.
  - b) Lessee shall be in default under this agreement if the rent is not paid by the fifth day after the rent due date. Lessee shall pay \$5.00 per day as late charge for each day the rent shall remain unpaid for each breach of this condition.
  - c) In the event that collection of rent must be made by the Lessor at the Lessee's residence, then Lessee shall pay a twenty five dollar (\$25.00) collection fee for each such attempted collection.
  - d) 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.
  - e) The replacement charge for lost or unreturned door keys or mailbox keys shall be \$10.00. 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.
  - f) 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).

g) Lessee agrees to pay Lessor the sum of one hundred dollars as liquidated damages for each occurrence of the violation of any of the rules and regulations. Lessor shall retain the right to seek compensation from Lessee for actual damages caused or suffered as a result of a breach of these rules and regulations.

25) **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 furnace clean, keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required 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 8AM and 5PM on businessdays), 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. Further, the Lessee understands that the leased premises are part of a condominium complex. The responsibility for maintaining and repairing condominium common areas is with the Condominium Trust. If there are issues pertaining to the common areas, the Lessee will notify the Lessor about those. The Lessor will pursue those with the Condominium Trust and/or the Condominium Management appropriately but cannot be held responsible for delays or lack of action from the Condominium Trust and/or the Condominium Management.

26) **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, or any other improper articles be thrown into the same; 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, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.

27) **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.

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

29) **General.** 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.

Washing machine and the clothes dryer will be installed only in the designated washer dryer area.

No air-conditioning unit, space heater, television disc, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.

The Lessee agrees to close the garage door after each entry or exit from the same.

Anything (tools, ladders etc) in the parking areas belong to individual owners and are not for borrowing or common use. The Lessee agrees to refrain from using these.

Air filters for the heating and air-conditioning need to be changed periodically. The Lessee agrees to replace those regularly. The thermostat and the smoke detector require that the batteries be changed when those run low. The Lessee agrees to replace those at appropriate times.

The blinds and other window treatments need to have white or off-white backing.

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.

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, 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 tenants should carry a Tenant 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.

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 CONDOMINIUM UNIT BEING LEASED, RENTED OR OTHERWISE OCCUPIED UNDER THIS WRITTEN AGREEMENT (HEREIN THE “AGREEMENT”) IS LOCATED IN A CONDOMINIUM BUILDING AND NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING AND UNITS ARE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY THE TENANTS). THE TENANT(S) UNDERSTAND(S) THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE, EXCEPT AS AFORESAID THE OWNERS OF THE CONDOMINIUM UNITS WHICH THEY OCCUPY AND ARE NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT(S), BY SIGNING THIS AGREEMENT, HEREBY ACKNOWLEDGE(S) THE FOLLOWING:

- THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION

OF TRUST OF THE CONDOMINIUM TRUST, THE BY-LAWS AND RULES AND REGULATIONS THERETO WHICH ARE ALL HEREIN INCORPORATED BY REFERENCE.

- 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.
- THAT IN THE EVENT OF ANY NONCOMPLIANCE BY THE TENANT, THE TENANT MAY BE EVICTED BY EITHER THE CONDOMINIUM UNIT OWNER LANDLORD OR THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS).
- 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 (OCCUPANCY AGREEMENT).”

32) **Radon Gas Disclosure.** As required by law (Landlord) (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 buildings in \_\_\_NONE KNOWN\_\_\_\_\_. Additional information regarding radon and radon testing may be obtained from the county public health unit.

33) **Lead Paint Disclosure.** “Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead form lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant woman. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards

from risk assessments of inspection in the sellers possession and notify the buyer of any known lead-based paint hazards. A risk assessment of inspection for possible lead-based paint hazards is recommended prior to purchase.”

- 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 Harmless the Lessor 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
- a) The rent will be increased by 5% per year, and
  - b) The tenancy shall be terminated 30 days written notice served with Lessor or Lessee on the other party.

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.

- 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.** In the event that it is necessary to retain an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs required to do so. All court costs and attorney's fees required for the eviction of the tenant (s) will be paid by the Lessee
- 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 KASL, LLC, 22 Jackson Drive, Acton, MA 01720 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.
- 43) **Sole and Entire Agreement.** This agreement and any attached addendum noted below constitute the entire agreement between parties and no oral statements shall be binding.

All necessary payments shall be made before possession of the premises is taken.

Security Deposit	\$ _____
First Month Rent	\$ _____
Pro-Rated Early Move Rent	\$ _____
Last Month Rent	\$ _____
Total	\$ _____

Lessee acknowledges:

1. That he/she has read this agreement and he/she has not relied upon any oral provisions or warranties made by the Lessor
2. Receipt of an executed copy of this agreement
3. Receipt of a copy of the "Units Condition"
4. 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,
5. This is a legally binding contract; the Lessee acknowledges that 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.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

If the rent is guaranteed by a person other than Lessee:

\_\_\_\_\_

\_\_\_\_\_  
Guarantor Name & Address (in Print)

\_\_\_\_\_

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessor