

Fixed-Term Lease

1. **DATE OF AGREEMENT:** _____

2. **PARTIES:**

Owner (Landlord) _____

Authorized Agent: Haims Investment Group Inc. DBA Hampton Properties LLC. (hereinafter referred to as Landlord)

Address : 95 Elm Street

City, State, Zip: Worcester, MA 01609

Phone: 508-799-7655

hereby leases to _____, _____, _____
_____, hereinafter referred to as Resident(s).

3. **OCCUPANTS:** The following persons are to be considered members of the Resident's household and are the only persons authorized by this Agreement to occupy the premises, except after born or adopted children. *(Maximum number of occupants is defined/governed by state sanitary code and is based on habitable square foot size of the unit.)*

Occupant name(s) and ages of all minors under 18 years of age: _____, _____

4. **THE PREMISES** (address and description): _____

Resident(s) shall have the right to use in common with others entitled thereto the following:

- ☐ Yard (description) _____
 - ☐ Basement (description) _____
 - ☐ Other (description) _____
-

5. **TERM:** The initial term of this lease starts on _____ and ends on _____.

6. **RENEWAL:** This Lease does not self-renew. Lessee (s) shall be offered a Right of First Refusal to renew the lease for the next rental period provided Lessee(s) have been compliant with terms of the existing lease and is current in rental payments.

7. **RENT:**

- a. Total monthly rent: \$ _____ payable in advance and without demand on or before the first of each month. Rent shall be paid online via Zego (a global payment company).
 - b. Any payment made to the Landlord by anyone other than a Resident(s) named herein DOES NOT establish a tenancy for that person and is accepted on behalf of the named Resident(s) identified in this lease.
 - c. Resident(s) will reimburse Landlord for any bank fees associated with a payment returned for insufficient funds.
 - d. Last month's rent of \$ _____ and Security Deposit of \$ _____ if applicable, will be collected at or before the start of the term and will be held by the Landlord and maintained in accordance with Massachusetts General Laws. A receipt for each deposit is provided as part of this agreement.
 - e. Residents agree that they are renting the premises together and yet each will be responsible for the full amount of rent regardless of whether any other Resident within the household should fail to contribute their fair share.
-

8. UTILITIES AND SERVICES:

- a. Landlord will maintain the building in a sound, safe, and sanitary condition in compliance with all applicable local, state, and federal codes, laws, rules and regulations.
- b. Landlord will maintain the heating, plumbing and electrical systems in a safe and effective operating condition.
- c. Responsibility for all bills incurred for utilities is assigned below.

	Water/ Sewer	Heat	Hot Water	Electricity	Gas	Trash Collection	Snow Removal	Cable/ Internet	Lawn Care
Resident									
Landlord									

9. MODIFICATIONS: No changes or additions to this Lease shall be made except by written agreement between the Landlord and the Resident(s).

10. SUBLEASING: The Resident(s) shall not rent or sublet the Premises unless approved by Landlord and subject to the following conditions:

- No advertising sub-lease on Craigslist or any social media platforms
- At least 3 months in duration
- Must be approved by our office by verifying income, employment and credit.
- Sublets need to be approved by all remaining roommates in writing.

11. GUESTS: Visitors or guests staying more than 14 days in a calendar year are considered unauthorized occupants. Anyone not included on this lease (with the exception of after born or adopted children) must submit a rental application prior to residing in the unit.

12. PARKING: Resident must register their car with the office (one vehicle per unit) and display a Hampton Properties parking sticker on the back, driver's side rear window. Parking is on a first-come, first-serve basis. **NO GUEST PARKING** in off-street lots. Violators will be towed at the owner's expense.

13. ACCESS: Resident authorizes Landlord to allow access to the unit in the case of an emergency to contractors/agents authorized by Landlord.

14. RESIDENT WILL:

- a. Maintain utilities as required under this lease. Failing to maintain electrical services or heat during the heating season constitutes a dangerous condition and is a material violation of this lease. Resident(s) agrees to reimburse Landlord for any amount incurred for fuel or repairs paid by the Landlord due to Resident's failure to maintain utilities for which they are responsible. Residents agree not to waste electricity, heat or water, or allow others to do so. During the heating season, Resident(s) shall maintain the heat at a minimum of 55 degrees F, even if the Resident(s) will be absent from the premises for any period of time.
 - b. Keep unit clean and sanitary, including halls, porches, and/or stairways used to access the unit and designated storage areas.
 - c. Keep halls, porches, railings, stairways, and doorways free from obstruction.
 - d. Keep toilet, sinks, shower/bathtub, and appliances clean and sanitary and exercising reasonable care in the proper use and operation of appliances and fixtures; Resident(s) will be liable for any misuse of any plumbing fixture or equipment, including disposal of rubbish or garbage that damages any fixture or clogs any pipe.
 - e. Place trash in sealed plastic bags, use bins provided for trash and recycling, keep bins in locations designated, and move bins to the curb in time for pick-up according to schedule provided by the Landlord.
 - f. Ensure that occupants and visitors refrain from smoking anywhere in the building, including common areas and within 20 feet of common entries, and that smoking materials used outside are disposed of safely.
 - g. Promptly notify Landlord of any safety or sanitary issues in writing so that all required repairs can be made to ensure that the premises are fit for human habitation pursuant to the Mass. State Sanitary Code.
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- h. Ensure that there is no unreasonable noise or disturbances, loud parties, any illegal drugs or other illegal activity on the premises, or any other activity that interferes with the quiet enjoyment of the premises by other residents or neighbors, interferes with the management of the property, or threaten the Landlord or manager.
- i. Pay for damage beyond normal wear and tear to apartment, building, or grounds caused by Resident(s) or Resident's visitors within 15 days of being submitted a bill for same. Residents are responsible for all activities of guests or family members upon or about the premises.
- j. Reimburse the Landlord for any fine or fee paid by the Landlord due to any Resident action or inaction to comply with any law or ordinance.
- k. Treat neighbors and their visitors respectfully and resolve conflicts courteously.
- l. Take care not to get locked out. If locked out, Resident(s) will first call the Landlord. **A fee will be assessed for lost keys-fee will be determined by number of keys and locks affected and day/time of request.** If Landlord cannot help promptly, Resident will pay for a licensed and bonded locksmith, and pay for the cost of repairing any damage.
- m. Follow all federal and state laws and local ordinances while on the premises.
- n. When vacating, remove all personal property, return the unit in a clean and sanitary condition, and turn in all keys to the Landlord. Any personal property left behind after return of keys and/or possession to the landlord in violation of this clause will be disposed of at the discretion of the Landlord.
- o. Replace lightbulbs as needed unless inaccessible due to ceiling height (submit maintenance request).
- p. Maintain blinds in good working order- fees will be assessed for broken blinds.

15. RESIDENT WILL NOT:

- a. Throw ANYTHING from windows, porches, balconies, or stairs.
- b. Leave dirt, waste, or other trash on the premises, in the building, or on adjacent land except in designated receptacles and in accordance with Landlord rules.
- c. Display signs, banners, or other items in public without written consent from Landlord.
- ~~d.~~ Change, alter or add door locks is strictly prohibited.
- e. Make alterations to the apartment or common areas, including painting, wallpapering, stickering, decaling, remodeling, drilling holes, or any other changes to any part of the premises, without written approval from the Landlord in advance.
- f. Install extension cords, tubing, wires, plumbing, ventilation, humidity control tents or other things for any purpose, especially not for growing marijuana, orchids, or any other plants or fungi.
- g. Use space heaters or install a washing machine, clothesline, clothes dryer, air conditioner, television antenna/satellite dish, trampoline, pool, fire pit, swing set/playscape or like equipment inside or outside of the building without advance written permission from the Landlord. Landlord shall have the complete and absolute discretion to allow or deny such requested equipment. Anything attached through the roof or siding will not be permitted, as it would break the permanent weatherproof seal and create a long-term mold hazard.
- h. Use grills within 10 ft. of the building.
- i. Keep pets of any kind on the premises.
- j. Use any water filled furniture in the premises without Landlord's prior written permission, which permission the Landlord shall have the complete and absolute discretion to allow or deny.
- k. Burn candles or incense in the building.
- l. Use the premises as a business.
- m. House or harbor fugitives. The presence of such individuals is a violation of this lease.
- n. Remove any part of the rented premises, including Landlord-provided appliances and fixtures, without written approval from the Landlord in advance.
- o. Permit any guest to do any of these things without written approval from the Landlord in advance.

16. FUTURE LANDLORD/AGENT RULES: In the future the Landlord may be required to create new rules and regulations reasonably related to this lease. They may include rules affecting the safety of the Resident and others in the building containing the Premises, rules for the orderliness and cleanliness of these facilities, and rules for the comfort and convenience of other residents. Provided that such rules do not materially alter any obligation under this lease, Landlord shall either notify Resident of the creation of the new rules or regulations in writing or shall have them posted in a public location where it would be reasonable for Resident to be made aware of the new rules and regulations. Resident shall have the opportunity to review the rule and shall promptly notify Landlord of his/her agreement with the new rule, or if he/she does not agree to the new rule.

17. ENTRY AND INSPECTION: The Landlord will keep keys and/or access codes for the premises. The Landlord and his or her agents or designees shall be permitted to enter the Premises at reasonable times and upon reasonable notice to Resident for the purpose of inspecting the Premises; for the purpose of maintaining or repairing the Premises; to ensure compliance with any statute, code, or

regulation; or for the purpose of showing the Premises to any real estate agent, appraiser, mortgagee, prospective buyer or prospective Resident or inspector/contractor for prospective buyer/Resident. Whenever permitted by law, the Landlord shall also be entitled to enter the Premises in the event of an emergency or if the Premises appear to have been abandoned by the Resident or pursuant to a court order. If the Landlord enters after abandonment, said entry will not relieve the Resident of their obligations under this Lease, and will be for the purpose of mitigating Resident's damages. Landlord will promptly notify Resident of any entry made without Resident's prior knowledge. The Resident shall not unreasonably deny access. Failure of Resident to allow access for any of the above stated reasons shall constitute grounds to terminate this Lease Agreement upon seven (7) days' notice.

18. SMOKE DETECTORS AND CARBON MONOXIDE ALARMS: Resident acknowledges that the smoke detectors and carbon monoxide alarm, if applicable, are in working order at the time of the execution of this Lease. Resident agrees not to tamper with smoke detectors and carbon monoxide alarm and to replace the batteries in such devices or allow the Landlord/Agent to replace the batteries when notified of the need for such scheduled maintenance. Resident will notify the Landlord promptly if any smoke detector is not operating properly, and Landlord will repair or replace it.

**DO NOT REMOVE BATTERIES FROM DETECTORS OR DETECTORS FROM WALL/CEILING.
YOUR LIFE AND THE LIVES OF OTHERS DEPEND ON THIS.**

19. BREACH OF AGREEMENT:

- a. If the Resident breaches this Lease by failure to pay rent when due, the Landlord may terminate this Lease or terminate the Resident's right to occupy under this lease by giving the Resident a written 14-day Notice to Quit for nonpayment of rent, pursuant to applicable law.
- b. More than two late payments will be grounds for termination of the tenancy or termination of the Resident's right to occupy under this lease for repeated late payment of rent.
- c. If the Resident breaches any term or provision of this Lease or provided false or misleading information on any rental application or is declared bankrupt or the Premises reasonably appear to have been abandoned, the Landlord may terminate the Lease or terminate the Resident's right to occupy under this lease by giving the Resident a written 7-day Notice to Quit, upon the expiration of which the Lease or the Resident's right to occupy under this lease shall terminate.
- d. In case of any termination of this Lease or termination of the Resident's right to occupy under this lease, by reason of default of Resident including early termination or non-payment by Resident, Resident will indemnify Landlord from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, Resident. Landlord's damages shall include, but shall not be limited to, any loss of rents, accrued but unpaid prior to termination; all costs and expenses reasonably incurred by the Landlord to restore the Premises to the same condition as they were at the beginning of the Lease, including cleaning and painting (reasonable wear and tear excepted); any costs reasonably incurred to advertise and relocate a new Resident, including broker's fees; moving, storage charges, or any other expenses, fees, or costs allowed by law, incurred by Landlord in moving Resident's belongings pursuant to any legal proceedings and as allowed by the court; and reasonable attorney's fees if Landlord is determined to be successful in any legal proceeding and as allowed by the court. Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive. Delay or failure of Landlord to commence legal proceedings shall not constitute a waiver of any right or remedy.
- e. Delivery of keys to the Landlord or acceptance thereof shall not constitute agreement of the Landlord to terminate.

20. GOVERNMENT REGULATION: If Landlord cannot fulfill Landlord's obligations due to a government action, order, or regulation outside of the Landlord's control, that will not constitute an excuse for Resident to breach any provision of this lease.

21. UNIT RENDERED UNINHABITABLE: If the premises are rendered substantially uninhabitable by fire or some other calamity or the building is taken by a unit of government by eminent domain or other process, this Lease will be terminated.

22. DELIVERY OF NOTICES:

- a. Routine notices from the Landlord to the Resident(s) shall be delivered via email, text message, left on the Resident's door, or by mail.
 - b. Legal notices and service of process from the Landlord to the Resident(s) shall be given in writing and delivered in hand to the Resident or an adult residing on the premises, by registered mail, return receipt requested to the property address, or any other manner authorized by law, including email if agreed or allowed.
 - c. Legal notices and service of process from the Resident to the Landlord shall be given in writing and delivered in hand to the Landlord or the Landlord's agent by registered mail, return receipt requested to the address above, or any other manner authorized by law.
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23. **NON-WAIVER AND SEVERABILITY:** Delay or failure of Landlord to act upon a breach of any of the agreements in this Lease shall in no way constitute a waiver of any right or remedy to act upon any other or future breach. If any provision of this Lease shall be determined by any court having jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Lease shall not be affected and remain enforceable. The applicable law governing this Lease shall be according to the Commonwealth of Massachusetts.

24. **INDEMNIFICATION AND INSURANCE:** The Resident(s) agrees to indemnify, defend and hold the Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by Resident(s), Resident's family, guests or invitees or other acquaintances, or any carelessness, neglect, or improper conduct of such persons. Subject to applicable law, unless caused by negligence of the Landlord, its agents or employees, Landlord shall not be liable for damage to or loss of property of any kind while on the premises or in any storage space in the building, nor for any personal injury. Resident(s) agrees to obtain and maintain personal property and liability insurance. ***The landlord's insurance policy does not cover Residents' contents in most circumstances.***

25. **ADDENDA:** This Lease includes the following addenda:

- a. The Rental Application completed by the Resident(s) prior to the commencement of this tenancy, which shall be considered a material part of this Lease Agreement. False or misleading information on the Resident's rental application will constitute sufficient ground for termination of tenancy.
- b. Statement of condition, to be completed and returned to the Landlord within 15 days of occupancy.
- c. Notice of Occupants' Legal Rights and Responsibilities

26. **DELAY IN OCCUPANCY:** In the event that the Landlord cannot allow the Resident(s) to move in on the date agreed upon, through no fault of the Landlord, the Resident(s) will owe no rent for the days that the Resident(s) is not allowed to live there, and the Resident(s) will have no claim against the Landlord. If the Landlord cannot allow the Resident(s) to move in within thirty days of the date stated above, either party may terminate this agreement and any money paid to the Landlord shall be returned to the Resident(s) and the Resident(s) will have no claim against the Landlord. Resident(s) authorizes and empowers the Landlord to use all legal remedies for recovery of the Premises, and to use Resident(s) name and speak for Resident(s) while doing so.

I/We agree to abide by the terms in this Lease, which sets forth the entire Agreement between the parties. No oral agreements shall have any force and effect.

Resident's Signature

Date

Authorized Agent
Haims Investment Group Inc.
95 Elm Street
Worcester, MA 01609

Date

Resident's Signature

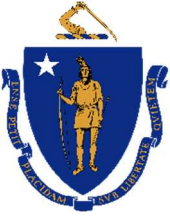
Date

Resident's Signature

Date

Resident's Signature

Date



The Commonwealth of Massachusetts Department of Public Health

Contact your
landlord or
manager first
for all repairs!

Notice of Occupants' Legal Rights and Responsibilities

This document summarizes some of the legal options that you may have when the owner of a property you live in has not fixed certain problems in your home, as required by the state Housing Code (105 CMR 410.000). **This is not legal advice.** Talk to an attorney before you decide to withhold your rent or take other action described here.

Safe and Healthy Rental Housing:

Rental housing in Massachusetts must meet minimum standards to protect the health, safety, and well-being of occupants. The Housing Code, [105 CMR 410.000](#), *Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II)*, is the state regulation that sets these minimum standards. The Massachusetts Department of Public Health, Bureau of Environmental Health's [Community Sanitation Program](#) (CSP) issues this regulation, but the standards are enforced by local health departments.¹ CSP works with local health departments and the public to provide training and technical assistance about the Housing Code. For more information, please see mass.gov/lists/housing-community-sanitation. **Your**

Responsibility to Keep Your House Safe and Healthy

The Housing Code also has requirements that people living in rented homes or apartments need to meet. There are some problems like pests, mold, and keeping exits clear, that might need the owners and occupants to work together to fix the problem. For example, occupants need to make sure there is no food or garbage left out that could attract pests or keep their belongings out of exit hallways. If the local health department is doing an inspection, either by your request or for another issue, the local health department may tell you there is something that you need to fix. The local health department may issue you an order to correct and give you a certain amount of time to fix the problem. **Your Right to Safe and Healthy**

Housing and Protection from Retaliation

If you think that conditions in your home are unsafe or unsanitary and may violate the Housing Code, you should contact your local health department. They will conduct free inspections of your home and will order your landlord to fix any violations of the Housing Code. You can find contact information for your local health department by calling your city or town hall or visiting their website. City/town websites are listed at: mass.gov/lists/massachusetts-city-and-town-websites.

¹ Depending on your city or town, this may also be called a Local Board of Health (BOH), Local Health Authority, or Inspectional Services Department.

This is the local code enforcement authority responsible for enforcing the regulations.

Your landlord is not allowed to raise your rent or try to evict you just because you have made a complaint to them or to the local health department about the violations. This is called retaliation, and you may be able to sue the landlord for damages if this happens (M.G.L. c.186, s.18 and c.239, s.2A).

Your Right to a Hearing

You may ask for a hearing in front of your local Board of Health. You must do this in writing and within the timeframes below. If you send a written request on time to the local health department, a hearing will be held within 14 calendar days. **If you do not make a written request within the timeframes below, you lose the right to a hearing.** The chart below shows the reasons you may request a hearing, and the timeframe you have to send the request.

Reason You May Request a Hearing	Number of Days to Make the Request in Writing
Your home was not inspected	30 days from the day you contacted health department
The inspector did not find violations you think exist	30 days from the last inspection by the health department
The inspector did not issue an order to correct violations	30 days from the last inspection by the health department
The inspector did not enforce the order to correct	45 days from when the owner received the order to correct

Within **five days** after the hearing, the local health department is required to issue a final decision on your complaint (105 CMR 410.840). If you do not agree with the decision, or at any point throughout the process, you can file an appeal in housing court.

Your Options if an Owner Does Not Fix the Problems

If your landlord does not fix violations of the Housing Code in your home, you may have some options as described below. These are not your only options, but they are common actions that tenants take in these situations. Before taking legal action, contact an attorney to protect yourself. If you cannot afford an attorney, **you may be eligible for free legal aid services.** Go to masslrf.org to find available options for free legal advice. To find additional information on tenant legal rights and responsibilities, visit: masslegalhelp.org/legal-tactics or madeuptocode.org.

Option 1: Go to Court

If your landlord does not fix the problems that the local health department ordered them to fix, or if you believe there are problems in your home that may be in violation of the Housing Code, you may also ask a court in your area to order your landlord to correct the problems.

To file a complaint, contact the Housing or District Court Clerk in your region. To find the closest Housing or District Court go to mass.gov/orgs/housing-court/locations or mass.gov/orgs/district-court/locations. These courts deal with cases about residential housing including eviction, property damage, and Housing Code enforcement. For help filing a complaint, you can contact Court Service Centers at mass.gov/info-details/learn-about-court-service-centers.

You can request that the court order the landlord to:

Fix the Problem: You or the local health department may file a petition in Housing or District Court to order the owner to fix the violations of the Housing Code (M.G.L. c. 111, s. 127 A, C).
and/or

Refund Rent You Have Paid: You can file a complaint requesting that your landlord pay back all or part of the rent you paid during the time that there were Housing Code violations. You can claim either 1) Breach of Warranty of Habitability or 2) Unfair and Deceptive Practices (M.G.L. c. 93A), or both.

For both claims, you will need to prove that your home had Housing Code violations, and that the owner knew about the violations and did not fix them. Breach of Warranty can also be filed by the local health department.

Option 2: Withhold Rent Until Repairs are Made

If your landlord does not correct *certain* housing code violations, you may be able to hold back some or all of your rent payment until they make repairs (M.G.L. c. 239, s. 8A). **Save the rent money you withhold.** A judge may require you to pay all or some of it back. If they do and you don't have this money, you may be evicted. If you withhold rent and your landlord tries to evict you from your home, you will need to prove, at a minimum, that:

- The violations may endanger or materially impair the health, safety, or well-being of a tenant;²
- The rental property owner knew about the violations before you started withholding your rent; and
- You did not cause the violations.

Option 3: Make the Repairs Yourself

State law allows you to use your rent money to pay for certain repairs (M.G.L. c. 111, s.127L), and not pay that amount in rent to your landlord. You cannot withhold more than 4 months' rent in a 12-month period to pay for repairs. If you withhold some or all your rent and use it to make repairs and your landlord tries to evict you from your home, you will need to prove:

- The local health department or court determined that the violations may endanger or materially impair the health, safety, or well-being of a residential tenant;²
- The landlord was issued an Order to Correct those violations; and
- The owner did not start the repairs (or to sign a contract for work) within 5 days after getting the Order and did not complete repairs within 14 days after receiving the notice of violations.

Option 4: End your Lease Early and Move

If you meet certain conditions, you may be able to end your lease or rental agreement and move out within a reasonable time. Contact an attorney to find out more about this option. If you cannot afford an attorney, **you may be eligible for free legal aid services.** Go to masslrf.org to find available options for free legal advice.

² These are serious violations which include problems such as not having heat, hot water, electricity or gas, or exits that are blocked.

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 is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you 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 your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

TO: _____

RE: _____

Lessee

Unit

Address_____
Address_____
City_____
Zip_____
City_____
Zip

We have examined the premises and have found the present condition to be as follows:

Date: ____/____/____

Lessor/Agent Signature: _____

Lessor_____
Agent_____
Address_____
Address_____
City_____
Zip_____
City_____
Zip_____
Phone_____
Phone

AGREED AND ASSENTED TO: _____ / ____ / ____
Lessee

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