

LEASE

1. **Parties:** This agreement is between Hampton Properties LLC, LESSOR, and _____,
_____, _____,
_____, _____, LESSEE(S).

2. **Property:** Lessor agrees to rent to Lessee a dwelling unit located at _____.
Apartment Number, Street Address, City, State, and Zip Code

Additionally, Lessee shall have the right to use in common with others entitled thereto the following:

- _____ Parking (describe what portion) _____
- _____ Yard (describe what portion) _____
- _____ Basement (describe what portion) _____
- _____ Other _____

3. **Occupants:** Lessee shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed below and except any children born to or adopted by such individuals during the term of this lease; however, the Lessor reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the Massachusetts Commonwealth Sanitary Code.

4. **Term and Rent:** This lease and agreement shall run from _____ **NOON** until _____ **NOON** (a total of _____ months.) The **RENTAL RATE** during this period shall be _____ Dollars (\$ _____) and is **due on the first of every month**. Rent is payable online via PayLease.

- a. **Deposits:** THE LAST MONTH'S RENT of (\$ _____) and a SECURITY DEPOSIT of (\$ _____) must be received within 60 days of execution of this lease or by the date of occupancy, whichever occurs first.
- b. **Statement Regarding Security Deposits:** The owner must hold the security deposit in a separate, interest bearing account and give to the tenant a receipt and notice of the bank and account number; that the owner must pay interest, at the end of each year of the tenancy, if the security deposit is held for one year or longer from the commencement of the tenancy; that the owner must submit to the tenant a separate written statement of the present condition of the premises, as required by law, and that, if the tenant disagrees with the owner's statement of condition, he/she must attach a separate list of any damage existing in the premises and return the statement to the owner; that the owner must, within thirty days after the end of the tenancy, return to the tenant the security deposit, with interest, less lawful deductions as provided in M.G.L. c. 186, s. 15B; that if the owner deducts for damage to the premises, the owner shall provide to the tenant, an itemized list of such damage, and written evidence indicating the actual or estimated cost of repairs necessary to correct such damage; that no amount shall be deducted from the security deposit for any damage which was listed in the separate written statement of present condition or any damage listed in any separate list submitted by the tenant and



signed by the owner or his agent; that, if the owner transfers the tenant's dwelling unit, the owner shall transfer the security deposit, with any accrued interest, to the owner's successor in interest for the benefit of the tenant"

c. **Other Conditions:** _____

5. **Notices:** All notices shall be in writing and shall be given to the Lessee at the dwelling; all rents and all notices, which shall be in writing, shall be given to the Lessor at:

Hampton Properties LLC
5 Claremont Street, Worcester, MA 01610
(508) 799-7655

In case of emergency, Lessee shall contact the following department:

Maintenance
5 Claremont Street, Worcester, MA 01610
(508) 799-7655

6. **Utilities:** Utilities shall be paid by the party indicated in the following chart:

	Lessor	Lessee	City
Electricity	_____	_____	_____
Heat	_____	_____	_____
Garbage Collection	_____	_____	_____
Trash Removal	_____	_____	_____
Hot Water	_____	_____	_____
Other _____	_____	_____	_____

Lessee Agrees

7. **Use of Property:** Lessee shall use the property for residential purposes only. Lessee agrees not to engage in or permit any household members, relatives, guests, invitees or agents to engage in any unlawful use of the dwelling unit, common areas or grounds.

- a. **Pets:** Pets are prohibited unless specifically allowed by Lessor in writing.
- b. **Notice of Absence from Unit:** Lessee shall notify the Lessor in writing if the dwelling unit will be left unoccupied by at least one adult household member for a period of longer than 30 days, and shall advise Lessor how to contact Lessee during such period.

8. **Lessee's Duty to Maintain Premises:** The Lessee shall maintain the premises in a clean and neat condition and at all times comply with an occupant's obligations under article II of the Massachusetts State Sanitary Code.

- a. **Waste of Utilities:** Lessee shall make every reasonable effort to conserve the use of utilities supplied and paid for by the Lessor, and shall not waste the same.



- b. **Damage:** Lessee shall use all appliances, fixtures and equipment in a safe manner and only for the purpose for which they are intended, and shall not litter, destroy, deface, damage or remove any part of the dwelling unit, common areas or grounds. Lessee shall pay amounts due for repairs for property damage, reasonable wear and tear excepted, caused by the intentional or negligent conduct of the Lessee, a member of the Lessee's household, relatives, invitees, guests or agents upon receipt of a bill from Lessor. The written bill shall include items of damage, the corrective action taken, and the cost thereof.
9. **Alterations:** No substantial alteration, addition, or improvement shall be made by Lessee in or to the dwelling unit without the permission of Lessor in writing. Such alterations may include but is not limited to security systems, walls, closets, doors, satellite dishes, and/or air conditioning units. Such consent shall not be unreasonably withheld, but may include the Lessee agreeing to restore the dwelling unit to its prior condition before moving out.
- a. **Locks:** Lessee shall not change, alter, replace or add new locks without written consent of the Lessor. Any locks so permitted to be installed shall become property of the Lessor and shall not be removed by Lessee. The Lessee shall promptly give a duplicate key to any such changed, altered or new lock to Lessor.
10. **Noise:** Lessee agrees not to allow on his/her premises any excessive or other activity which disturbs the peace and quiet of other Lessees in the building. Lessor agrees to prevent other Lessees and other persons in the building or common areas from similarly disturbing Lessee's peace and quiet. Lessee(s) agree that there will be no loud, open-parties, and doing so can be cause for eviction at the discretion of Lessor. Examples of infractions include but are not limited to (1) Complaints from neighbors for excessive noise as per municipal noise ordinance, (2) Police visits to property, and (3) Congregation of visitors consuming alcohol in common areas and/or outside.
11. **Permission for Lessor to Enter Unit:** Lessee agrees to allow Lessor or its agents to enter the dwelling upon reasonable advance notice in order to inspect the premises, to exterminate for pests, or to show the premises to prospective Lessees, purchasers, mortgages, or their agents. The Lessee will not be unreasonable in denying entry. Lessor may also enter the premises without prior consent if it appears to have been abandoned by the Lessee or in case of emergency, and as otherwise permitted by law or court order.
- a. Lessee's request for maintenance constitutes permission for Lessor's agents to enter the premises within 48-72 hours solely for the purposes of repair/replacement of requested item(s).
12. **Keys:** Failure to return all keys (to include mailbox and bedroom keys) shall result in a \$50 assessment per set not returned.
13. **Insurance:** Lessee understands and agrees that it shall be Lessee's own obligation to insure personal property.
14. **Trash/Recycling:** Lessee(s) agree(s) to have all trash in the required Worcester City trash bags and put out for collection on the regularly scheduled day for pick up. All recycling will be put out in open bins at the same time unless a dumpster is provided on-site by Lessor.



15. **Renewal:** Lessee(s) shall be offered a Right of First Refusal to renew the lease for the next rental period, if Lessee(s) have been compliant with terms of the existing lease and current in rental payments.
16. **Subleasing:** Lessee shall not assign this agreement or sublet the dwelling unit without the written consent of Lessor. Such consent shall not be withheld without good reason. This paragraph shall not prevent Lessee from having guests for reasonably short periods of time.
17. **Termination:** Upon termination of this agreement, Lessee shall vacate the premises, remove all personal property belonging to him/her, and leave the premises as clean as he/she found them, normal wear and tear and damage done by unavoidable casualty excepted, and return all keys to Lessor immediately upon vacating. The Lessee agrees that any personal property left in or about the premises after the Lessee has vacated shall be considered abandoned property and the Lessor may sell or otherwise dispose of same without liability to the Lessee.

Lessor Agrees

18. **Maintenance of Dwelling:** The Lessor agrees to maintain the premises in a structurally sound condition and to otherwise comply with an Owner's obligations under article II of the Massachusetts State Sanitary Code. Substantial violations of the State Sanitary Code shall constitute grounds for abatement of rent.
19. **Destruction of Premises:** If the premises are rendered uninhabitable by fire, flood, or other natural disaster during the term of this agreement, this agreement shall thereupon be terminated.
20. **Repairs:** Lessor specifically agrees to complete the following repairs by the following dates:

21. **Termination:** If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements the Lessor, without necessity or requirement of making any entry may (under Massachusetts General Laws, Chapter 139, Section 19) terminate this lease by:
 - a. A seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach except only for nonpayment of rent, or
 - b. A fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations, or agreements.



No changes or additions to lease shall be made except by written agreement between Lessor and Lessee. WHEREFORE, we, the undersigned, agree to this lease, by signing below.

Lessor,

Lessee(s),

Signature Date Signed

Signature Date Signed

