

# LEASE

1. **Parties:** This agreement is between, \_\_\_\_\_, LESSOR, and \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, LESSEE(S).

2. **Property:** Lessor agrees to rent to Lessee a dwelling unit located at \_\_\_\_\_.

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

- \_\_\_\_\_ Parking - Cars must display a parking permit. Parking is on a first come first serve basis.
- \_\_\_\_\_ Yard (describe what portion) \_\_\_\_\_
- \_\_\_\_\_ Basement(describe what portion) Laundry Facilities
- \_\_\_\_\_ 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 Zego (Powered by PayLease) or at [www.RentCafe.com](http://www.RentCafe.com).

- a. **Deposits:** THE LAST MONTH'S RENT of (\$\_\_\_\_\_ ) and a SECURITY DEPOSIT of (\$\_\_\_\_\_ ) must be received within 60 days 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 accrue interest, payable at the end of 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. 186, s15B; that if the owner deducts damage to the premises, the owner shall provide to the tenant, an itemized list of such damage, and written evidence indicating



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 the 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. Any payment made to the Landlord by anyone other than a Resident named herein DOES NOT establish a tenancy for that person and is accepted on behalf of the named Resident identified in this lease.
- d. Residents agree that they are renting the premises together and that tenants are **held jointly and severally liable for the rent**. 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.
- e. 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’s Agent at:

**Haims Investment Group, Inc.**  
**Authorized Agent for** \_\_\_\_\_  
 95 Elm Street, Worcester, MA 01609  
 (508) 799-7655

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

**Maintenance**  
 95 Elm Street, Worcester, MA 01609  
 (508) 799-7655

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

	<b>Lessor</b>	<b>Lessee</b>	<b>City</b>
Electricity	_____	_____	_____
Heat	_____	_____	_____
Garbage Collection	_____	_____	_____
Trash Removal	_____	_____	_____
Hot Water	_____	_____	_____
Internet	_____	_____	_____
Other _____	_____	_____	_____

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- 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 strictly prohibited unless specifically approved and 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.



- c. **Smoking:** Occupants and visitors must refrain from smoking anywhere in the building, including smoking areas and within 20 feet of common entries, and that smoking materials used outside are disposed of safely. In addition, there will be **no smoking** on porches, balconies, or fire escapes. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe, or any other device containing any tobacco product, or any other leaf, weed, plant or other products.
8. **Lessee's Duty to Maintain Premises:** The Lessee shall maintain the premises in a clean and neat condition and comply at all times, 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 security systems, walls, closets, doors 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 installation will be at the expense of the tenant. 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. In the event that Resident(s) keys are lost or stolen the resident must notify the Agent within 24 hours. At the Agent's discretion, a lock change for common areas & building access may be required at the expense of the Resident for all current tenants in the building.

13. **Insurance:** Lessee understands and agrees that it shall be Lessee's own obligation to insure personal property.

14. **Trash/Recycling:** Lessee(s) agree 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. If an on-site dumpster is provided by the Lessor, all materials must be placed in a neat and respectful manner. Boxes should be flattened and broken down.

15. **Renewal:** Lessee (s) shall be offered a Right of First Refusal to renew the lease for the next rental period, provided that Lessee(s) have been compliant with terms of the existing lease and current in rental payments. This lease does not automatically renew.

16. **Subleasing:** Lessee shall not assign this agreement or sublet the dwelling unit without the written consent of Lessor. Sublets are not permitted for a time shorter than 3 months. 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.

18.

Lessor Agrees



19. **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.

20. **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.

21. **Repairs:** Lessor specifically agrees to complete the following repairs by the following dates:

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

22. **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.

Lessee agrees to obey the Rules and Regulations which are attached to this lease and made a part thereof, which Lessor reserves the right to amend or supplement at any time. 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.

<b>Authorized Agent,</b>		<b>Lessee(s),</b>	
		Signature	Date Signed
_____	_____	_____	_____
Signature	Date Signed		
Authorized Agent		_____	_____
Haims Investment Group, Inc.		_____	_____
95 Elm Street		_____	_____
Worcester, MA 01609		_____	_____
508-799-7655		_____	_____
		_____	_____

