

Residential Lease

Lease Terms

1. **PARTIES:** This Lease Agreement is made effective as of _____, by and between Scribner Properties LLC ("Landlord"), and _____

("Tenant"). Tenants jointly and severally guarantee full payment and performance of all obligations of Tenant under the lease. The parties agree as follows:

2. **PREMISES:** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant _____ (the "Premises") located at _____

3. **STORAGE:** Tenant shall be entitled to store items of personal property in during the term of this Lease. Landlord shall not be liable for loss of or damage to, such stored items.

4. **PARKING:** Tenant shall be entitled to use _____ parking spaces for the parking of the Tenant's motor vehicles. No vehicles shall be parked in the yard. Tenant must notify Landlord of any changes in vehicles. The following vehicles will be allowed to park on the premises:

| MAKE | MODEL | PLATE |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

5. **GUESTS:** Tenant shall not permit any guest to occupy the premises longer than seven (7) days without prior written consent from the landlord.

6. **TERM:** The lease term will begin on the _____ day of _____, _____ and will terminate on the _____ day of _____, _____

7. **TERMINATION NOTICE:** Lease will automatically renew on a month to month basis if Tenant fails to provide Landlord written notice of Tenant's intent to vacate and terminate this Lease at least sixty (60) days prior to the termination date or the end of any renewal period of this Lease. All notices must be in writing. *Verbal notices will not be permitted under any circumstance.* If the lease is automatically renewed on a month-to-month basis and either party intends to terminate the Lease, written notice must be given to the other party stating the renewal of this Lease shall terminate on the date designated in the notice which is at least sixty (60) days after the notice is given.

8. **LEASE PAYMENTS:** Tenant shall pay to Landlord a lease payment of _____ per month on the first day of each month, payable in advance and without demand. Tenant will pay the monthly rent on or before the first day of each month during this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent. Lease payments shall be made to the Landlord (by mail or in person) at 31 Montague St Sudbury MA 01776 as may be changed from time to time by Landlord. There shall be no rent increases during the term of this lease. If the Lease is renewed automatically on a month to month basis, Landlord may increase rent payments by providing written notice to the Tenant thirty (30) days prior to the increase. All payments received by the Landlord from the Tenant must first be applied to non-rent responsibilities of Tenant including repairs, returned check charges, late payments, periodic utilities, if any, then to rent regardless of notations on a check.

9. **DEPOSITS:** Additionally, a last month's rent of _____ and a security deposit of _____ will be required.

10. **LATE PAYMENTS:** ~~If Tenant fails to timely pay any month's rent by the 6th of the month, Tenant will pay Landlord an initial late charge of \$25. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payment to the national credit bureaus). Landlord may serve a 14 Day Notice to Quit at any time for late payments (payments made after the 1st of the month).~~

11. NON-SUFFICIENT FUNDS: Tenant shall be charged \$25 for each check that is returned to Landlord for lack of sufficient funds.

12. SECURITY DEPOSIT: At the time of the signing of this Lease, Tenant shall pay to the Landlord, in trust, a security deposit of \$ _____ to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. The Deposit is not rent and shall not be applied to last month's rent. Landlord shall refund the deposit or any balance of the deposit upon termination of the Lease. Tenant must give Landlord at least thirty days written notice of surrender before Landlord is obligated to refund or account for the security deposit. Landlord shall deduct reasonable charges from the Deposit for the following: unpaid rent, late payment charges, non-sufficient fund charges, unpaid utilities, damages or repairs, trips to unlock premises when Tenant does not have keys, unreturned keys, cost of replacing locks and key duplicates, unapproved holes, stains, cleaning, pest control, removal of trash, government fines against tenant, insufficient light bulbs, damage to floors, draperies or any permanent fixture on premises, attorney fees incurred in any court proceeding against Tenant and other items provided for in Lease.

13. POSSESSION: Tenant shall be entitled to possession at 12pm on the first day of the term of this Lease, and shall yield possession to Landlord at 12pm on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

14. USE OF PREMISES/ABSENCES: Tenant shall occupy and use the Premises only as a private dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant shall not permit the property to be used for any type of business. Tenant shall not conduct any activity which is in violation of any applicable deed, subdivision restriction or homeowner association. Tenant shall not use the premises for any illegal activity or any activity which is offensive, noisy, or dangerous.

15. KEYS: If all keys are not returned to the Landlord at the end of the lease, the Tenant shall be charged \$50. Tenant shall not change or re-key locks without written permission from Landlord. Landlord shall re-key the exterior door locks and security systems since the previous tenant vacated the premises. If any door lock or security system is damaged or is not working properly Landlord shall repair or replace them. Landlord shall be notified in writing of any defects to door locks or security systems. Any expenses due to damage to door locks or security systems by Tenant, Tenant's family or guests shall be the responsibility of the Tenant.

16. LOCKOUT: If the Tenant becomes locked out of the Premises, the Tenant will be charged \$25 to gain re-entry.

17. REMODELING OR STRUCTURAL IMPROVEMENTS: Tenant shall not, without written permission from Landlord do any of the following: remove any portion of the property or Landlord's personal property for any purpose, make holes in walls, floors, or woodwork except for the purpose of hanging pictures on walls, install alarm systems, electrical outlets or telephone cables, replace carpet, paint, remove or replace wallpaper, remove or install any permanent fixture, or permit any water beds or other water furniture in the property. Tenant shall not allow any lien to be filed by anyone against the Property.

18. MAINTENANCE: Tenant shall be responsible for the following:

- *damages to windows, doors, screens, walls, floors, or any permanent fixture not caused by Landlord's negligence
- *replacement of yard or shrubbery due to Tenant's negligence
- *taking appropriate measures to protect water pipes from damage due to freezing
- *damages resulting from Tenant's failure to notify Landlord of necessary repairs
- *damages caused by Tenant or Lawful occupant, family member, or guest of Tenant
- *Tenant will supply all light bulbs and smoke detector batteries in unit
- *Tenant shall keep entire premises clean and sanitary and dispose of garbage in the appropriate receptacles
- *promptly eliminate dangerous conditions on the Property caused by Tenant or Tenant's guest
- *replace any lost or misplaced keys
- *pay any periodic, preventive, or additional extermination costs desired by Tenant
- *Notify Landlord immediately of all needed repairs

Yard and common area maintenance will be the responsibility of the Landlord.

19. REPAIRS:

- (a) Tenant will pay Landlord, or any repairman Landlord directs Tenant to pay the cost to repair any:
 - * repair caused by Tenant, a member of Tenant's family, a guest of Tenant, or a lawful occupant
 - * damage from wastewater stoppages caused by foreign objects in the lines that exclusively service the Property
 - * damage to doors

Landlord Initials _____ Tenant Initials _____

- * damage to windows
- * damage to screens
- * damage due to window being left open

(b) **Landlord** will pay for repair conditions that adversely affect the health or safety of an ordinary tenant, except for the repairs listed in 20 (a).

20. SMOKE DETECTORS: The Property is equipped with smoke detectors and carbon monoxide detectors in certain locations. Disconnecting or intentionally damaging a detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees. Tenant will immediately notify management of any potential or known defective or inoperable device.

21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS: The Property is equipped with certain types of locks and security devices. All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional re-keying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

22. ACCESS BY LANDLORD TO PREMISES: Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers, to exercise a contractual or statutory lien, leave written notices, or seize nonexempt property after event of default. Landlord will make reasonable attempt to notify Tenant and obtain consent to enter the Premises when possible. As provided by law, in the case of an emergency, Landlord or anyone authorized by Landlord, may enter the Premises without Tenant's consent.

23. MOVE-IN CONDITION: Tenant has inspected and accepts the Property AS-IS except for any conditions listed on the Move In Condition Statement provided by Landlord. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Tenant will review and sign the Move In Condition Statement, noting any defects or damages to the Property, and deliver it to Landlord within 48 hours after the Commencement Date. Tenant's failure to deliver the Move In Condition Statement will be deemed as Tenant's acceptance of the Property in a clean and good condition.

24. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY: Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings shall be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord.

25. UTILITIES AND SERVICES: Tenant shall be responsible for all utilities including gas, electricity, water, cable, wastewater, and garbage removal as stated below:

| | Landlord | Tenant | Municipal |
|------------------------|----------|--------|-----------|
| Electricity | | | |
| Gas | | | |
| Heat* | | | |
| Garbage Collection | | | |
| Trash Removal | | | |
| Hot Water* | | | |
| Cable | | | |
| Other (As written out) | | | |

26. PROPERTY INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant should obtain a Renter's Insurance policy as personal belongings will not be covered by Landlord's insurance in the event of a loss.

27. DANGEROUS MATERIALS: Tenant shall not keep or have or dispose of on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

28. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed in a manner that

Landlord Initials _____ Tenant Initials _____

prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is deemed unreasonable, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

29. DEFAULTS: Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 14 day(s) (or any other obligation within 7 day(s)) after written notice of such default is provided by Landlord to Tenant, Landlord may continue eviction process. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. Tenant shall also be liable to Landlord for a reletting charge of one month's rent if Tenant fails to give sixty (60) days written notice, moves out at Landlord's request due to Tenant's default, moves out without written approval, moves out without paying rent in full for the entire term of this Lease contract or renewal period, or is evicted.

30. HABITABILITY: Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability of the Premises is adversely affected, Tenant shall promptly provide reasonable notice to Landlord. Landlord has made no express or implied warranties as to the condition of the Premises and no agreements have been made for future repairs unless specified in this Lease.

31. PETS: Pets, including mammals, reptiles, birds, fish, rodents or insects, shall not be allowed without prior written consent of the Landlord. If Tenant violates the pet restriction Tenant will be subject to charges for damages and eviction. The Landlord will not be liable for any sickness, injury or death to any unauthorized pet due to Landlord's negligence. Tenant shall be responsible for all costs incurred by the Landlord in the removal of the unauthorized pet and for any damages to the property.

32. ASSIGNABILITY/SUBLETTING: Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord.

33. SALE OF PREMISES: Landlord may clearly display a "For Sale" or "For Lease" or similarly worded sign on the Premises during the term of Lease or renewal period. Tenant will allow access to the unit consistent with section 22.

34. NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord: Scribner Properties LLC

31 Montague St Sudbury MA 01776

(Rossa.Scribner@verizon.net)

Tenant:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

35. LIABILITY: Landlord shall not be responsible to Tenant, Tenant's family members, Tenant's guest or other occupants for any injuries, damages, or losses to person or property caused by flood, fire, smoke, explosion, hail, ice, water leakage, burglary, theft, assault, vandalism or other occurrences or casualty losses.

36. LEAD-BASED PAINT NOTICE: If the Property was built before 1978, state law requires the Landlord to provide a state approved pamphlet on lead poisoning prevention to Tenant and to disclose Landlord's knowledge of any lead-based paint or hazard in the Property. An Addendum Regarding Lead-Based paint is attached to Lease.

37. ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

38. SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written,

Landlord Initials _____ Tenant Initials _____

construed, and enforced as so limited.

39. CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall be construed as exclusive unless otherwise required by law.

40. GOVERNING LAW: This Lease shall be construed in accordance with the laws of the state of Massachusetts.

41. SUBORDINATION OF LEASE: This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

42. ADDITIONAL PROVISIONS:

Rules and Regulations

1. Radios, television sets, CD players, musical instruments, and other such devices shall not be played or operated at an unreasonable volume at any time, and shall not be played audible outside the leased premises between 10:00 p.m. and 8:00 a.m. Each Tenant is required by his or her lease to conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

2. The common area of the premises such as halls, elevators, vestibules, stairways, laundry rooms, trash containers, storage areas, garages, driveways, parking lots, and entrances or exits to the building shall be used for their appropriate purposes such as entrances and exits. Tenant shall not use any of these common areas for any other purpose and shall prevent their children, if any, from using such areas as play areas. All of these areas, which are used for entrance and exits, must be kept free of any personal property. Personal property found in above described common areas shall be considered abandoned and disposed of.

3. Tenants shall not store garbage on their balconies or porches. Tenants shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All porches and balconies must be kept neat and clean.

4. Inoperable, unregistered, or uninsured cars must be removed from parking areas and will be subject to being towed at Tenant's expense.

5. Do not provide keys to non-tenants. Do not let anyone you do not know on the premises. Watch for suspicious persons on the premises or in the neighborhood and report them to the police.

6. No trash or other material may be accumulated which will create a hazard or be in violation of any health, fire or safety ordinance or regulation. The Premises must be clean and sanitary and free from objectionable odors.

7. Use electrical, plumbing, sanitary, heating, ventilating, kitchen and other facilities and appliances in a safe and reasonable manner.

8. The tenant will have no gathering of more than 5 guests at a time without written permission of the Landlord.

9. The installation of a satellite system by the Tenant is permitted provided:
a. the Tenant notify the Landlord of the desire to install such satellite system prior to installation and permits the Landlord or authorized Agent to inspect such installation upon completion,
b. the "dish" or antenna is one meter or less in diameter,
c. the antenna is installed within an area defined as an exclusive area, (exclusive use means an area of property that only Tenant, and persons tenant permits, may enter and use to the exclusion of other residents), and shall not be placed in common areas nor hang over or protrude outside the exclusive use area,
d. no drilling occurs through exterior wall, roof or floors in the installation of any antenna, and
e. the installation does not create any public safety issues.

Executed on this _____ day of _____, _____

LANDLORD:

TENANT: _____

Landlord Initials _____ Tenant Initials _____