

# STANDARD FORM APARTMENT LEASE (FIXED TERM)

Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Lessor, hereby leases to

(Name) \_\_\_\_\_

(Address/City/State/Zip) \_\_\_\_\_ (Phone Number) \_\_\_\_\_

Lessee, who hereby hires the following premises, viz (Apartment/Suite) \_\_\_\_\_

at (Street or Address) \_\_\_\_\_, MA (Zip) \_\_\_\_\_ (consisting of) \_\_\_\_\_

for the term of \_\_\_\_\_, beginning \_\_\_\_\_

and terminating on \_\_\_\_\_. The rent to be paid by the Lessee for the leased premises shall be as follows:

<p><b>RENT:</b></p> <p><b>TENANT:</b> This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.</p> <p><b>Lessee's initials:</b> _____ _____</p>
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**A:** The term rent shall be \$ \_\_\_\_\_, payable, except as herein otherwise provided, in installments of \$ \_\_\_\_\_, on the \_\_\_\_\_ day of every month, in advance, so long as this lease is in force and effect;

**B:** However, if in any tax year commencing with the fiscal year \_\_\_\_\_ the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year \_\_\_\_\_, (herein called the "Base Year", and being the most recent year in which the Lessor has actually received a real estate tax bill for the leased premises) Lessee will pay to Lessor as additional rent hereunder, when and as designated by notice in writing by Lessor, \_\_\_\_\_ per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. The Lessor represents to the Lessee that the term rent set forth in the immediately preceding paragraph (A) does not reflect any real estate tax increase subsequent to the said Base Year. Notwithstanding anything contained herein to the contrary, the Lessee shall be obligated to pay only that proportion of such increased tax as the unit leased him bears to the whole of the real estate so taxed, and if the Lessor obtains an abatement of the real estate tax levied on the whole of the real estate of which the unit leased by Lessee is a part, a proportionate share of such abatement, less reasonable attorney's fees, if any, shall be refunded to said Lessee.

**LESSOR AND LESSEE FURTHER COVENANT AND AGREE:**

1) **MAINTENANCE-** For maintenance, if other than lessor, contact:  
 Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

2) **ADDITIONAL PROVISIONS -**

- 3. Heat and Other Utilities** The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the leased premises and presently separately metered, as well as for fuel oil kept in a separate tank which serves only the leased premises. The Lessor agrees to furnish reasonably hot and cold water and reasonable heat during the regular heating season (except to the extent supplied through utilities metered to the leased premises or fuel oil kept in a separate tank as stated above), but the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Lessor. If legally permitted, utility meters may consist of submeters installed to allocate charges incurred by the Lessor. **Payment by the Lessee for water and sewer service is subject to the provisions of the attached Water and Sewer Submetering Addendum.**
- TENANT:**  
This section governs utility payments. Be sure to discuss with the Lessor those payments which will be required of you for this apartment.
- 4. Attached Forms** The forms, if any, attached hereto are incorporated herein by reference.
- 5. Care Of Premises** The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aerials, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.
- 6. Cleanliness** The Lessee shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from 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.
- 7. 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" and "him" 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.
- 8. Delivery Of Premises** In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his election, shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.
- 9. Eminent Domain** If the lease premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term, or any extension or renewal thereof, then at the option of either the Lessor or the Lessee, this lease and said term shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving a written notice of exercise of such option to terminate in the manner described in Section 17 of this lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon the giving of such notice, this lease shall be terminated as of the date of the taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claims based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.
- 10. Fire, Other Casualty** If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Lessee for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for use and occupation. If the leased premises or such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this lease shall terminate on the last day of the then-current monthly rental period.
- 11. Disturbance, Illegal Use** Neither the Lessee nor his family, friends, relatives, invitees, 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 signs or other articles shall be hung or shaken from or affixed to the windows, doors, porches, balconies, or exterior walls or placed upon the exterior windowsills without the Lessor's prior written consent in each instance.
- 12. Governmental Regulations** The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, which is beyond the Lessor's reasonable control.

- 13. Common Areas** No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways.
- 14. Insurance** Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
- 15. Keys & Locks** Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term thereof, and if the Lessee reports such condition to the Lessor, then and in that event the Lessor shall, within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicated key to any such changed, altered, replaced or new lock to the Lessor.
- 16. Loss or Damage** The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor.
- 17. Notices** Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt requested to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
- 18. Other Regulations** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose 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 of the benefit, safety, comfort and convenience of all the occupants of said building.
- 19. Parking** Parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor.
- 20. Pets** No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent, and consent so given may be revoked at any time.
- 21. 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 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 shall have been caused unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
- 22. Repairs** The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand.
- 23. Right Of Entry** The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law.
- 24. Non-Performance Or Breach By Lesse** 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 (subject to the Lessee's rights under applicable law) terminate this lease by:  
 1. 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  
 2. 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.
- 25. Lessee's Covenants In Event Of Termination** The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor:  
 (A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof exceed the fair rental value of said premises for the remainder of the term or any extension or renewal thereof; and  
 (B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Lessee. Lessor's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to relet the same; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.

(C) At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date.

Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

- 26. **Removal Of Goods** Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee, provided, however, that if the Lessor removes the Lessee's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.
- 27. **Non-Surrender** Neither the vacating of the premises by the Lessee, nor the delivery of keys to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased premises, unless so stipulated in writing by Lessor.
- 28. **Subletting, Number Of Occupants** The Lessee shall not assign nor underlet any part of the whole of the leased premises, nor shall permit the leased premises to be occupied for a period longer than a temporary visit by anyone *except the individuals specifically named in the first paragraph of this lease*, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.
- 29. **Trustee** In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches or equipment.
- 30. **Waiver** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
- 31. **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 effected thereby.
- 32. **Copy Of Lease** The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.
- 33. **Reprisals Prohibited** The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.
- 34. **Other Provisions**

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

_____	_____
Lessee	Lessor
_____	_____
_____	_____
_____	Trustee or Agent

**TENANT:** SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

**TENANT:** MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

GUARANTY

In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations, and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all suretyship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Lessee. WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

_____	_____
_____	_____
_____	_____

## LEASE ADDENDA

**THIS IS PART OF AN ELECTRONICALLY SIGNED LEASE, IN COMPLIANCE WITH THE E-SIGN ACT OF OCT 2000. SEE THE LEASE SUMMARY PAGE FOR LEASE-SPECIFIC DETAILS OMITTED HERE.**

1. **Payment identification.** Lessee's account number is \_\_\_\_\_. Each payment made by Lessee shall be first rounded to remove the cents portion, and then shall have \$0.\_\_\_\_ added to it. This serves as Lessee's account number for identification of payments.

**Monthly rent (full payment).** For example, if the monthly rent is \$100.00 and the account number is #34, then the monthly payment made must be \$100.34. This is so that one Lessee's payment (say \$100.34) can be differentiated from that of another, e.g. \$100.56.

**Monthly rent (multiple installments).** Continuing the example above, if, in a given month, Lessee pays the \$100.00 monthly rent in two installments of \$75 and \$25, then payments of \$75.34 and \$25.34 must be made. This is so that each installment can be tracked back to the particular Lessee.

**Other non-rounded payments.** If the Lessee must make a non-whole number payment for, say, pro-rated rent or for a utility bill, then the amount must be first rounded to the nearest whole number and then the account number must be appended to it. For example, if the Lessee must make a payment of \$45.72, then the amount is first rounded to \$46.00, then account number (#34) is appended to it to make a payment amount of \$46.34.

**It is important** that the account number amount is added to each payment to ensure that payments are properly credited to the correct Lessee.

2. **Renter's Insurance.** It is strongly recommended that Lessees, maintain renters' insurance at all times to protect against theft or damage or destruction of the tenants' personal belongings due to fire, flood or such other disaster. The premium is based on the personal property value and is usually around \$150/year. For your convenience, the following insurance agents provide such insurance: Niru Bhatia, 617-783-4100 x 12, 617-783-4725 fax, [niru.bhatia@verizon.net](mailto:niru.bhatia@verizon.net), 331 Washington St., Brighton MA 02135. Kevin D. Hicks, K.D. Hicks Insurance Agency, Inc., 617-442-1300, Fax: 617-427-1301, [kevin@kdhicksinsurance.com](mailto:kevin@kdhicksinsurance.com).
3. **Property Damage.** In the event that the Lessee is found to have caused a fire or flood to the property due to the Lessee's own negligence, then the Lessee agrees to pay for the insurance deductible for the building insurance. Deductibles for fire or flood generally range from \$1,000.00 to \$2,500.00. This is in addition to any increases in premium that may occur, for which the tenant is also responsible.
4. **Receipts.** THE UNDERSIGNED LESSEES HEREBY ACKNOWLEDGE RECEIPT OF THE APARTMENT CONDITION STATEMENT, RENT AND SECURITY DEPOSIT RECEIPT AND LEAD PAINT RIDER.
5. **Apartment Condition Statement.** The Apartment Condition Statement must be returned within fifteen days of initial occupancy, otherwise, the unit is deemed to be in excellent condition with no defects.
6. **As-is Condition.** The Lessees recognize that the apartment is being delivered in "as is" condition and that no repairs or improvements have been represented by the broker or property manager. Any changes to this provision need be in writing, signed by both parties.
7. **Utilities.** No utilities are included with the rent unless otherwise specified on the Lease contract.
8. **Fireplace.** Lessor does not warrant that the fireplace works (if applicable).
9. **Due date.** Should the Lessee fail to pay the rent by the third business day of the month then a Fourteen Day Notice-to-Quit will be issued at the Lessees expense. The cost of the Fourteen Day Notice to the Lessee is \$150.00. Failure to pay said costs shall be considered a breach of the Lease contract.

10. **Floor-coverings.** The Lessees must cover 60% of the unit floors with area rugs for protection of the floors and to insulate the noise from the unit below.
11. **Occupied apartment.** Lessee(s) acknowledges that they may be moving into an apartment that will be occupied until the day of move in and that all necessary cleaning or maintenance work will be done after the move-in date.
12. **Cleaning apartment.** For all September 1st Lessees: Lessee recognizes that September 1st is the busiest time of the rental year; it is therefore possible that the prior Lessee does not vacate timely and leaves the apartment in a mess. Lessee therefore acknowledges that Lessor will get to the unit as soon as possible to get all cleaning done. Painting, if applicable, will be done in the days to follow. Lessee agrees that if upon moving into the unit he discovers that the premises are not clean to his reasonable satisfaction and chooses to clean unit himself, it shall be done at his own expense.
13. **Safety – no candles.** No candles of any kind are permitted on the premises.
14. **Safety – don't remove smoke/CO detectors.** Lessee agrees not to remove or otherwise deactivate any smoke or CO (carbon monoxide) detectors, or any other safety equipment. Any malfunction should be promptly reported to the Lessor.
15. **Display fire extinguisher prominently.** Lessee agrees to display the fire extinguisher provided with the property prominently and **clearly in sight** so that, in case of a fire, Lessee or any one else unfamiliar with the property may have easy access to the equipment.
16. **Trash.** The tenants are responsible for properly bagging and removing trash from individual units on the appropriate trash days. Any and all fines accrued from failing to abide by Local & City Sanitation Statutes will be levied to the lessee.
17. **Trash removal.** Trash removal is the responsibility of all tenants in the building; tenants will take turns in putting trash out for pick-up and return bins to their original location afterwards.
18. **Light bulbs.** Tenants are responsible for changing light bulbs and fuses in the unit, and will be billed for any light bulbs that need to be replaced after their moving out from the unit. Lessee is provided with working light bulbs in all receptacles at move-in.
19. **Air conditioners.** Installation of air conditioners in units is not permitted unless the lessee has received prior written permission from the Lessor. If the cost of the electricity is included in the Lessee's monthly rental fee, the Lessee will be required to pay an additional monthly apartment service charge.
20. **Appliance maintenance.** Lessor will maintain all appliances, fixtures and mechanical systems during the terms of the lease. Lessee is responsible for any loss or damage to all appliances, fixtures and mechanical systems caused by carelessness, neglect or improper conduct.
21. **Early Termination.** In the event the Lessee wishes to terminate the lease early, the Lessee is responsible for finding a suitable replacement tenant. Any such change must be approved by the Lessor. Lessee is **responsible for all of the rent** for the period of the lease until and unless a new lease is signed between the Lessor and the replacement tenant.
22. **Tenant change consent.** The change of a tenant or addition of any new tenant(s) will require the consent of the Lessor in writing and a new or modified lease at a higher rent, at the discretion of the Lessor.
23. **Charges.** The Lessee shall pay the Lessor the following additional charges:
  - a. **Security Deposit.** A Security Deposit equal to one (1) month's rent which will be returned to the Lessee within thirty (30) days after the termination of this Lease or upon the Lessee's vacating the premises completely, together with all of his or her possessions, whichever shall last occur, after deducting any unpaid rent or other charges due and reasonable amount necessary to repair any damage(s) caused to the premises by the Lessee or any person under the Lessee's consent, reasonable wear and tear excluded. **THIS DEPOSIT IS NOT TO BE CONSIDERED PRE-PAID RENT.**
  - b. ~~**Last Month's Rent.** A last month's rent, equal to one month's rent, which will be applied to the last month of tenancy.~~
  - c. **Other pre-paid rent.** Lessee may, at its volition, pre-pay rent beyond the current installment, but is under no requirement to do so except as may be stipulated elsewhere regarding the first and last month's rent. Any such pre-paid rent will be held by the Lessor on Lessee's behalf and applied to the rental installments as they come due. No

- interest shall be payable to the Lessee on these amounts. In the event of the termination of the lease, the appropriate unused portion shall be refunded to the Lessee.
- d. **Key fee.** A thirty (\$30.00) dollar charge for each lost, stolen or misplaced set of keys.
  - e. **Lock-out fee.** A seventy-five (\$75.00) dollar service fee for any lock-out requiring the assistance of Lessor's personnel. This fee must be paid at the time of the service.
  - f. **Lock fee.** An amount of one hundred fifty (\$150) Dollars or actual locksmith charges, whichever is higher, per lock for any building or apartment lock change that has been (a) requested by the Lessee; or (b) required due to negligence or wrongful acts of the Lessee. This fee must be paid in advance.
  - g. **Bounced checks.** A Twenty-five (\$25.00) dollar service fee for each check submitted to the Lessor which is returned or unpaid.
  - h. **Tenant change fee.** A service fee of one hundred (\$150.00) will be charged for a mid-lease change of roommate or for each new tenant placed on a Lease.
  - i. **Constable fees.** Lessee pays Constable fees for service required as a result of the Lessee's default under this Lease.
  - j. **Costs incurred.** Lessee pays all costs incurred for collection of rent or charges due, but unpaid, for more than thirty (30) days.
  - k. **Interest.** Lessee will pay interest at the rate of eighteen (18%) percent per year, (1 1/2% per month), on rent or other charges late by thirty (30) days or more .
  - l. **Enforcement, attorney fees.** Lessee(s) agree to pay all costs and expenses, including reasonable attorney's fees for the collection and enforcement of this lease.
24. **Window shades.** Window shades and treatments do not come with the unit. If there are usable shades left by the previous tenant, we will leave them for your use.
  25. **Lease Renewal.** Lessee will provide a written notice of his or her intention to renew at least sixty (60) days prior to the lease expiration date of the current lease period. If no such notice is received, the lease will AUTOMATICALLY EXTEND for an additional 12 months from the last day of the current lease period at a new monthly rent which shall be 5% higher than the current monthly rent. Such automatic extensions and rent escalations shall continue year after year so long as a written notice as per this clause is not provided.
  26. **Departure.** Tenants must depart from their apartment no later than 11:59PM on the termination date of their lease.
  27. **Departure, cleaning.** The apartment must be cleaned at the Lessee(s) expense, prior to their departure. This includes but is not limited to: wiping down the windows, inside and out; removing greasy stains from the kitchen; leaving no personal effects in the apartment. If the cleanliness is deemed unsatisfactory, the Lessor may have the apartment professionally cleaned including carpet shampooing and bill the Lessee or deduct the expenses from the Lessee's security deposit.
  28. **Unpaid balance.** Any unpaid balance, including rent, damages, court costs, and interest due to Lessor will affect your credit, be reported to a credit bureau, be given to a collection agency, and possibly involve legal action.
  29. **Default.** The Lessee's failure to abide by the Lessor's obligations and covenant contained herein or to make the payments of additional charges, if applicable, within ten (10) days after the Lessor gives the Lessee notice thereof, shall be in default under the lease.
  30. **Leaks etc.** Lessee is responsible for reporting leaks and mold occurrences as soon as they occur.
  31. **One check.** If there are multiple roommates in a rental unit ON A SINGLE LEASE, it is requested the 1 check be forwarded to the management company for the monthly rent. Also please note on the check the address and unit that you reside in.
  32. **Contract review.** Each roommate acknowledges that he/she has met with Lessor or Lessor's agent and has reviewed each section of lease and addendum clause by clause.
  33. **Damage/theft.** Lessees are aware that the owner/management company is not responsible for damage or theft of personal property. It is strongly suggested Lessee purchase renter's insurance.
  34. **No grills.** NO GRILLS OF ANY TYPE including but not limited to gas, wood and charcoal, are to be used on the lessor's property by the lessee. Grills are not permitted by the building insurance company and any use of such will be construed to be a serious breach of the terms of the lease and just cause for immediate termination and/or eviction.

35. **Internet service.** If internet service is provided, then Lessor will be not be held responsible for the quality, speed, and reliability of service. Lessee will use such services in compliance with all Federal and State laws that apply.
36. **Cleanliness.** Lessee will maintain the premises in clean condition and work out a cleaning schedule with the other tenants.
37. **Utility sharing.** If applicable, Lessee will work out an appropriate sharing of utility bills with other tenants.
38. **No smoking.** Smoking is not permitted within the apartment.
39. **No pets.** No pets are allowed in the apartment or on the premises, unless explicitly stipulated otherwise. Having a pet on the premises FOR ANY DURATION, including but not limited to temporary boarding on behalf of a third-party is STRICTLY PROHIBITED. Violation of this clause may lead to IMMEDIATE TERMINATION OF THE LEASE. Lessee agrees to waive all rights in case he or she violates this clause, and agrees to leave the premises immediately should the Lessor require such action.
40. **Condominium.** If the apartment unit being leased (rented) is located in a condominium building or in a building that will be converted to condominiums, the following clause shall apply:

THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT).

41. **Snow removal.** All occupants of the building are responsible for snow removal. Any fines assessed by the city for non-compliance will be billed to any or all of the tenants.
42. **Improvements.** Lessor may make improvements to Lessee's unit or to the building and its common areas. While all reasonable efforts will be made to finish improvements promptly and with the least impact to the Lessee as possible, Lessee recognizes that this may (a) cause inconveniences and (b) that providing a rigid timeframe for completion of work is not possible. No compensation of any kind will be provided to the Lessee.
43. **Condominium conversion.** The property may be converted to condominiums and the Lessee's apartment may be put on the market.
44. **Sale of Property.** Lessee is aware that the property is on the market. If the property is sold during Lessee's occupancy, regardless of any rental term described elsewhere, any lease in effect may be terminated upon the date of sale of the property at the option of the new owner, provided Lessee is given a 30-day notice of termination or a 30-day notice to quit by either Lessor or by new owner. Lessor shall endeavor to maintain the status of the lease agreement subsequent to the sale, but is under no obligation to do so. Lessee agrees to waive any tenant rights he or she may have in this circumstance.
45. **Rental & Sale Showings.** Lessee shall allow Lessor or his agents access to show the property to prospective renters or buyers at reasonable hours.



46. **Buying unit.** If the unit Lessee resides in is put on the market, provided Lessee qualifies for proper financing from a leading nationwide mortgage company, Lessee may buy the unit (apartment) from the Lessor at a mutually agreeable price.
47. **Communication.** Email with reasonable verification of date in content and header in a data store not modifiable directly by the sender (e.g. hotmail, gmail, etc.) will be considered acceptable written notice.
48. **Granite countertops.** Lessee may not sit on, place hot items, place rough items, or in any other manner cause damage to granite countertops, when provided.
49. **Clogged drains.** Lessee may not under ANY circumstances use any methods to clear a clogged drain other than calling in a professional, licensed plumber. This includes, but is not limited to the use of corrosive agents such as Liquid Plumr ®. Lessee is requested to notify Lessor immediately should service be required. Lessee understands that Lessee may be responsible for any repair charges.
50. **EFT or ACH-based Automated Bank Transfers.** Lessee agrees to set up and provide proof of recurring ACH or other automated monthly transfer from his/her bank to Lessor's bank account (account number will be provided separately), OR to authorize Lessor to debit Lessee's bank account directly each month for the rental amount (plus the "**account number**" amount; see next item). *Note: If you are customer of Bank of America, their staff isn't always aware that this service is available to you as a customer. You will have to go into the branch to set this up. If you are steered towards another method of payment, please call Lessor and have Lessor talk to the Bank of America representative.*
51. **Clean, tidy and in working order.** The Lessee shall keep the rented premises clean, tidy, and in good working order, including working lightbulbs. This should be kept in mind especially around the time the Lessor shows the property to other prospective tenants or buyers. The Lessor, at his sole discretion, determine that the premises are in violation of this clause and have the premises cleaned and bill the charges to lessee, to be paid either by the tenant or to taken from the lessee's security deposit.

I hereby acknowledge that I have read this Amendment to RHA Standard Form Apartment Lease and agree to the terms and conditions set forth herein.

LESSEE:

[Electronically signed](#)

# Tenant Lead Law Notification

## What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

## What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

## How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

## How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

## **What kind of homes are more likely to have lead paint?**

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

## **Can regular home repairs cause lead poisoning?**

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

## **What can you do to prevent lead poisoning?**

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

## **How do you find out where lead paint hazards may be in a home?**

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the

home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

**In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?**

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be delead or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

**What is a Letter of Compliance?**

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

**What is a Letter of Interim Control?**

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

**Where can I learn more about lead poisoning?**

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program (CLPPP)  
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)  
617-753-8400, 1-800-532-9571

Massachusetts Department of Labor and Workforce Development  
(List of licensed deleaders)  
617-969-7177, 1-800-425-0004

Your local lead poisoning prevention program or your local Board of Health

U.S. Consumer Product Safety Commission  
(Information about lead in consumer products)  
1-800-638-2772

U.S. Environmental Protection Agency, Region I  
(Information about federal laws on lead)  
617-565-3420

National Lead Information Center  
(General lead poisoning information)  
1-800-LEAD-FYI

# Tenant Certification Form

## Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

## Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) \_\_\_\_\_ Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) \_\_\_\_\_ Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) \_\_\_\_\_ Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all documents circled above. (d) \_\_\_\_\_ Tenant has received no documents listed above.

(e) \_\_\_\_\_ Tenant has received the Massachusetts Tenant Lead Law Notification.

## Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Owner/Lessor	_____ Date	_____ Owner/Lessor	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## Owner/Managing Agent Information for Tenant (Please Print):

_____ Name	_____ Street	_____ Apt.
_____ City/Town	_____ Zip	_____ Telephone

\_\_\_\_\_ I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: \_\_\_\_\_

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

**Tenant and owner must each keep a completed and signed copy of this form.**



APARTMENT CONDITION STATEMENT
2003 Edition

PREPARED BY :

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: Lessee Address City Zip RE: Unit Address 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 City Zip Zip Phone Phone

AGREED AND ASSENTED TO: Lessee Date



ADOPTED BY THE RENTAL HOUSING ASSOCIATION OF THE GREATER BOSTON REAL ESTATE BOARD APRIL 1978

Form ID: RH161





RENT AND SECURITY DEPOSIT RECEIPT

PREPARED BY :

TO: \_\_\_\_\_
Lessee

RE: \_\_\_\_\_
Unit

Address

Address

City Zip

City Zip

We hereby acknowledge receipt of your check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ to be applied as follows:

- 1. First Month's Rent through \$ \_\_\_\_\_
2. Last Month's Rent \$ \_\_\_\_\_
3. Purchase or installation cost for a key and lock \$ \_\_\_\_\_
4. Security Deposit (see attached condition form) \$ \_\_\_\_\_

SECURITY DEPOSIT

A. The Lessor acknowledges receipt from the Lessee of \$ \_\_\_\_\_ (an amount not to exceed one month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

B. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

(1) Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any special or general law; and

(2) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

(3) A reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

C. The Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.



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Form ID: RHA151

