

# STANDARD FORM RESIDENTIAL LEASE

Revised 9/11/2025

Premises	Address:		
This LEASE (the "Lease"), terms pursuant to which the Landlo below, agrees to lease from Landlo	entered into by thord, identified belowed, the Premises de	ne Parties as of w, agrees to lease to Tenant, a escribed in this Lease.	, 20, sets forth the and the Tenant, identified
Section I. BASIC INFORMAT	ION		
Landlord (Name and Address):		Tenant (Name(s) and Addre pants]	ess): [all adult occu-
Landlord email and phone number	er:	Tenant email(s) and phone r	number(s):
1		1	
Address for Fixed Rent payments	y:	Tenant emergency contact(s	):
Maintenance requests (email and	phone number):	Management company: (Naber)	me, emails, phone num-
Landlord emergency (email and p	phone number):		
Parties:	Landlord and T	enant	
Premises:	, as more particularly shown on Exhibit A, attached hereto, located in the Building.		
Building:	The building located on the property at  City].  [Street Address,		
Commencement Date:			

Expiration Date:				
Term:	Months, beginning on the Commencement Date and ending at 11:59 pm on the Expiration Date, unless sooner terminated.			
Fixed Rent:	\$ per year, paid in monthly installments of \$ due the 1 <sup>st</sup> of each month.			
Late Fee:	\$ This amount will be charged for any monthly rent received 30 days past the first of the month.			
Security Deposit:	[if Security Deposit collected:] \$ Receipt for the Security Deposit is attached hereto as <u>Exhibit B</u> .			
Last Month's Rent:	[if Last Month's rent collected:] \$ Receipt for the Last Month's Rent is attached hereto as <a href="Exhibit B">Exhibit B</a> .			
Utilities:	[List Utilities for which Tenant is directly responsible and those included in Fixed Rent]. [Note: Landlord can only bill a tenant directly for water if a submeter is installed and the Landlord has complied with Mass. Gen Laws Ch. 186, Section 22]			
Additional Rent:	All amounts required to be paid by Tenant pursuant to this Lease other than Fixed Rent.			
Rent:	Fixed Rent plus Additional Rent.			
Permitted Use:	For private residential use [by no more thanoccupants] and for no other purpose			
Parking:	[Describe any parking rights]			
	Tenant Vehicle (make, model, license plate number):			
Storage Space:				
Pets:	[Describe any permitted pets]			
Tenant Parties:	Tenant's family, relatives, visitors, contractors, agents and invitees			
Guarantor:	[List any guarantors of the Lease and complete Exhibit E]			
Additional Terms and Conditions:				

#### **Section 2. LEASE OF PREMISES**

In consideration of the Rent and covenants set forth herein, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms and conditions hereof.

#### **Section 3. CONDITION OF PREMISES**

Tenant accepts the Premises in "AS IS" condition. Tenant acknowledges that the Premises are in good condition, and are ready for occupancy, except as noted on the Premises Inspection Report, attached as <u>Exhibit C</u>.

#### Section 4. TERM

- 4.1 Term. The Premises are leased for the Term, unless sooner terminated, as provided herein.
- 4.2 <u>Possession</u>. In the event Landlord is not able to deliver possession of the Premises to Tenant on the Commencement Date due to causes beyond Landlord's control, the Fixed Rent shall be abated on a pro rata basis until such time as occupancy can be delivered. If Landlord cannot deliver possession within days from the Commencement Date, either Landlord or Tenant may terminate this Lease by giving written notice to the other and, in such case, all payments made under this Lease shall be promptly refunded.
- 4.3 <u>Surrender</u>. At the end of the Term or earlier termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises to Landlord and shall leave appliances and other personal property belonging to Landlord in good condition and working order. Tenant shall leave the Premises broom clean and free of debris, in the condition existing on the Commencement Date, subject to normal wear and tear. Tenant shall remove all personal property belonging to Tenant or any Tenant Party from the Premises and the Building. Tenant further covenants and agrees that if Landlord removes any of Tenant's or Tenant Party's personal property, pursuant to any permitted legal means, Landlord shall not be liable or responsible for any loss of or damage to such personal property and Landlord's act of so removing such personal property shall be deemed to be the act of and for the account of Tenant, provided, however, that if Landlord removes such personal property, it shall comply with all applicable laws, and shall exercise due care in handling of such goods to the fullest practical extent under the circumstances.

#### Section 5. RENT

- 5.1 <u>Fixed Rent</u>. Tenant has paid the first month's Fixed Rent upon execution of this Lease. Commencing on the first day of the month following the Commencement Date, Tenant shall pay to Landlord Fixed Rent, in monthly installments, in advance and without notice, offset or demand, on the first (1<sup>st</sup>) day of each month thereafter during the Term. Fixed Rent shall be paid at the address set forth in Section 1, as such address may be updated from time to time by Landlord.
- 5.2 <u>Utilities</u>. Except for Utility expenses listed as included in Fixed Rent in Section 1, Tenant shall pay directly to the applicable Utility provider, as they become due, amounts due for Utility services to the Premises. Landlord 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 Premises or fuel oil kept in a separate tank, but the failure of Landlord to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of Landlord, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the Utility apparatus shall not (subject to applicable law) form a basis of any claim for damages against Landlord.
- 5.3 <u>Fees for Dishonored Checks</u>. Landlord may collect a fee from Tenant equal to the actual fee charged to Landlord by the bank on the second or any additional time a check of Tenant's is not honored for payment (bounces), such fee to be in addition to the Fixed Rent.

- 5.4 <u>Late Fees</u>. If Tenant does not pay the full amount of the Fixed Rent by Noon on the 30<sup>th</sup> day of the month, Landlord may collect the Late Fee set forth in Section 1. Landlord may also collect the amount of costs, including without limitation, attorneys' reasonable fees, which a court may award in favor of Landlord, in connection with legal proceedings in which Tenant does not prevail.
- 5.5 Additional Rent. Tenant covenants and agrees to pay its renter's insurance premiums and any property taxes assessed against Tenant's personal property, the cost to repair any damage caused by Tenant or a Tenant Party to the Premises or Building, the fees and costs set forth in Sections 5.3 and 5.4 above, Utility charges described in Section 5.2, and all other charges and amounts payable by or due from Tenant, whether payable initially to Landlord or a third party (all such amounts referred to in this sentence being "Additional Rent").

#### 6. SECURITY DEPOSIT

If listed in Section 1, the Security Deposit paid by Tenant is not to be considered prepaid Rent, nor shall damages be limited to the amount of such Security Deposit. At the expiration or earlier termination of the Term (i.e. after Tenant has permanently moved out of the Premises and returned possession of the Premises to Landlord in accordance with Section 4.3), Landlord will determine whether Tenant is eligible to have the Security Deposit refunded. The amount of the refund will be determined in accordance with applicable law and the following general conditions and procedures:

- **A.** After Tenant has vacated the Premises, Landlord will inspect the Premises and complete another Premises Inspection Report. Landlord will permit Tenant to participate in the inspection, if Tenant so requests in writing.
- **B.** Landlord will refund to Tenant the amount of the Security Deposit, less any amount needed to pay the cost of: (i) unpaid Rent, and (ii) damages to the Premises or the Building that are caused by Tenant or a Tenant Party and not due to normal wear and tear; provided that damages will not include damage that was listed on the original Premises Inspection Report (unless Landlord has, prior to the end of the Term, repaired such damage).
- C. Landlord agrees to refund the amount of the Security Deposit due to Tenant within 30 days after the expiration or earlier termination of the Term. Tenant shall provide his/her new address to Landlord, prior to the end of the Term. Landlord will also provide Tenant a written list of charges, if any, that were deducted from the Security Deposit. If Tenant disagrees with Landlord concerning the amounts deducted and asks to meet with Landlord in writing, Landlord agrees to meet with Tenant and informally discuss the disputed charges.
- **D.** If Tenant is more than one individual or family, Tenant will work out the details of dividing any refunded Security Deposit among themselves. Landlord may pay the refund to the first Tenant identified in Section 1 of this Lease.
- **E.** Tenant understands that Landlord will not apply the Security Deposit towards the Last Month's Rent.

#### 7. CARE OF THE PREMISES

7.1 <u>No Alterations</u>. Tenant shall not paint, wallpaper or decorate the Premises and shall not make any improvements, additions or alterations to the Premises, without the prior written consent of Landlord in each instance. Tenant shall not damage the Premises or the Building and shall not waste any Utilities provided by Landlord.

- 7.2 <u>No Heavy Equipment or Appliances</u>. Tenant shall not install any heavy equipment or appliances in the Premises, including without limitation, washers, dryers, dishwashers, air conditioning units (including window units) or space heaters, without the prior written consent of Landlord. No television aerials or satellite dishes or other like equipment shall be installed on the interior or exterior of the Building. No waterbeds are permitted in the Premises.
- 7.3 <u>Cleanliness; Trash Removal</u>. Tenant shall maintain the Premises in a clean and sanitary condition. Tenant shall not sweep, throw, or dispose of any dirt, waste, rubbish or other substance or article from or into any parts of the Premises or Building, except in proper receptacles designated by Landlord and except in accordance with the Building Rules. Recyclable items shall be deposited into designated recycling receptacles.
- No Misuse of Water Pipes, Toilets. The toilets, sinks, disposals, and waste or water pipes shall not be used for any purposes other than those for which they were constructed. Tenant shall not and shall ensure that Tenant Parties do not throw any sweepings, rubbish, rags, or any other improper articles into the toilets, sinks, disposals, and waste pipes. Tenant shall be responsible for any damage to the Premises or the Building caused by the misuse of such equipment by Tenant or Tenant Parties.
- 7.5 Repairs. Tenant will at all times keep and maintain the Premises and all equipment and fixtures therein or used therewith in such good condition and working order as the same are at the beginning of or may be put in during the Term, reasonable wear and tear and damage by unavoidable casualty only excepted. Tenant shall notify Landlord immediately of any repairs needed in the Premises or the Building. All such repairs will be done by Landlord's agents or contractors and the cost of any repairs required due to damage by Tenant or a Tenant Party or by improper usage or negligence of Tenant or any Tenant Party shall be paid by Tenant to Landlord in full upon demand.
- Mold and Mildew. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Tenant agrees to immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises, the Building and Tenant's personal property, as well as injury to Tenant and Tenant Parties, or any third party(ies) resulting from Tenant's failure to comply with the terms of this Section.
- 7.7 <u>Responsible for Tenant Parties</u>. Tenant is responsible for the actions of Tenant Parties. Any violation of the Lease by a Tenant Party will constitute a breach of this Lease as if such violation had been committed by Tenant.
- 7.8 <u>Children</u>. Tenant shall maintain control over the actions of any minor children at the Premises or in the Building to keep the children safe and prevent the children from violating the provisions of this Lease. Tenant shall be responsible for any damage caused by the acts and conduct of such children.

#### 8. USE; DISTURBANCE; NUISANCE

- 8.1 <u>Private Residential Use Only</u>. The Premises shall only be used for the Permitted Use and for no other use. Neither Tenant nor any Tenant Party shall use the Premises for any activity other than as and for a private residence for the Tenant listed in Section 1. No business or commercial enterprise may be conducted from the Premises, without Landlord's prior written consent.
- 8.2 <u>Nuisance</u>. Neither Tenant nor any Tenant Party shall make or suffer any unlawful, noisy, odiferous, or otherwise offensive use of the Premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the Premises or the Building. Neither Tenant nor Tenant Parties shall create any interference with the rights, comfort, safety or enjoyment of Landlord or other occupants of the Building.
- 8.3 <u>No Personal Property in Common Areas</u>. No articles shall be hung or shaken from the windows, doors, balconies, or placed upon the exterior windowsills or stored on balconies or in common hallways. No receptacles, vehicles, baby carriages, bicycles or other articles or obstructions shall be placed in the common halls or other common areas or passageways in the Building. All passageways, hallways, driveways, parking areas and sidewalks shall be kept free from any personal property of Tenant and Tenant Parties.
- 8.4 No Pets. Except as permitted in Section 1, no dogs, cats, reptiles, birds or other animals shall be kept in or upon the Premises without Landlord's prior written consent. Any consent given may be revoked at any time. Without limiting the generality of the foregoing, Landlord may revoke its consent to any pet if such pet poses a risk to the safety or security of, or enjoyment of the Building by, other Building occupants or causes any damage to the Premises or the Building. Landlord may require the addition of a pet rider to Tenant's renter's insurance policy as a condition to Landlord's consent to a pet. Landlord may charge additional Fixed Rent and an increased Security Deposit as a condition to allowing a pet.
- No Smoking; Open Flames; Weapons; Illegal Activities. Smoking or vaping of any substance is prohibited in the Premises and the Building. Unlawful use or possession of controlled substances or illegal drugs of any type in the Premises and the Building is prohibited. Neither Tenant nor Tenant Parties shall use the Premises for any illegal purposes, including without limitation, those set forth in M.G.L. Chapter 139, Section 19. No illegal or unregistered weapons of any kind (including without limitation air-guns, BB guns, firearms of any kind, hatchets, swords, knives, bows and arrows and any similar articles or weapons) may be kept in the Premises or at the Building. Tenant shall not use charcoal or gas grills on balconies or decks. Open flames in the Premises or Building are prohibited. Each such prohibited activity constitutes a breach of this Lease. Any violation of this Section will be cause for immediate termination of the Lease by Landlord.
- 8.6 <u>Building Rules</u>. Tenant shall comply, and shall ensure all Tenant Parties comply, with Landlord's rules for the Building from time to time established by Landlord or its management company for the safety, care, cleanliness and operation of the Premises and the Building and for the benefit, safety, comfort and convenience of all occupants of the Building ("**Building Rules**"). Current rules for the Building are attached hereto as <u>Exhibit D</u>. Landlord will give Tenant advance notice of any new rules.

## 9. RENTER'S INSURANCE; LOSS OR DAMAGE

9.1 <u>Liability</u>. Tenant agrees to indemnify and save Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the Premises caused by Tenant or any Tenant Party or from any violation of this Lease or Building Rules, carelessness, neglect or improper conduct of any Tenant or any Tenant Party.

- 9.2 <u>Renter's Insurance</u>. Tenant understands and agrees that it shall be Tenant's obligation to insure all his/her personal property and any personal property of a Tenant Party at the Premises or in the Building. TENANT IS STRONGLY ADVISED TO OBTAIN RENTER'S INSURANCE.
- 9.3 <u>Personal Property At Tenant's Sole Risk</u>. All personal property belonging to Tenant in any part of the Building (including the Premises) shall be at the sole risk of Tenant. Subject to provisions of applicable law, Landlord shall not be liable for damage or to loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise, while on the Premises or in the Building or for any personal injury unless caused by the negligence of Landlord.

#### 10. PARKING

- 10.1 <u>Parking On Site</u>. Except as set forth in Section 1, no Tenant vehicles shall be kept in parking garages, parking lots or on the grounds of the Building.
- 10.2 <u>Prohibited Vehicles</u>. Under all circumstances, only private passenger automobiles are permitted in designated parking areas. Tenant shall not, and shall not allow any Tenant Party to, park or keep any commercial vehicles, trucks, boats, trailers, campers, recreational vehicles of any kind, or taxi cabs in parking garages, parking lots or on the grounds around the Building.
- 10.3 <u>Violations</u>. Tenant and Tenant Parties shall observe all Building Rules related to parking and any other rules and regulations as Landlord may promulgate from time to time. Should Tenant or any Tenant Party park any vehicle in any manner contrary to this Lease, the Building Rules, or applicable law, that vehicle will be towed at Tenant's expense. Tenant agrees to obey all posted signs. Landlord assumes no responsibility or liability whatsoever for loss or damage to any vehicles of Tenant or any Tenant Party or property therein, unless caused by the negligence of Landlord. Tenant shall not wash or make repairs to any vehicle at any place on or about the Building or the surrounding grounds. Parked vehicles shall at all times display current registration tags and be in operable condition; otherwise such vehicles will be towed at Tenant's expense.

#### 11. NO SURRENDER

Neither the abandonment, nor attempted abandonment of the Premises by Tenant, nor the returning of the keys to Landlord shall be deemed a surrender, acceptance of surrender, or in any way a termination of Tenant's obligations under this Lease, unless so stipulated in writing by Landlord.

#### 12. SUBLETTING; NUMBER OF OCCUPANTS

- 12.1 <u>No Subletting</u>. Tenant shall not assign nor sublet any part or the whole of Premises, nor shall Tenant permit the Premises to be occupied as a residence by anyone except the individuals specifically named in Section 1 of the Lease or any children born to them during the Term, without first obtaining on each occasion Landlord's prior written consent.
- 12.2 <u>Guests and Visitors</u>. Except for the occupants named in Section 1 and their children, Tenant shall not allow any individuals to stay at the Premises overnight for a period exceeding [ten (10)] consecutive days in any calendar year. At no time shall more than [\_\_\_] occupants be allowed in the Premises.
- 12.3 <u>No Short-Term Sub-rental.</u> Tenant shall not list the Premises or any rooms therein on Airbnb, VRBO, Facebook Marketplace or any similar marketplace platform for short term or long-term stays, whether unaccompanied or in Tenant's presence. Tenant shall not use the Premises or any part thereof for paying transient visitors or for revenue generating purposes of any kind unless sublet with Landlord's consent.

#### 13. LANDLORD'S RIGHT OF ENTRY

- 13.1 <u>Landlord's Rights</u>. Landlord may enter upon the Premises at reasonable times with reasonable advance notice to examine the condition thereof, to show the Premises to prospective purchasers, tenants or mortgagees, or to make repairs thereto.
- 13.2 <u>Emergency Access</u>. Landlord may enter upon the Premises without notice in case of emergency, or if in the opinion of Landlord, the Premises have been vacated or abandoned by Tenant, or as otherwise permitted by law.

#### 14. BREACH OF LEASE

- 14.1 <u>Tenant's Breach</u>. If Tenant shall fail to comply with any lawful term, condition, covenant, obligation, or agreement contained in this Lease, or if Tenant shall be declared bankrupt or insolvent according to law or if any assignment of Tenant's property shall be made for the benefit of creditors, or if the Premises appear to be abandoned then, notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, Landlord, without necessity or requirement of making any entry may (subject to Tenant's rights under applicable law) terminate this Lease by:
  - A. a seven (7) day written notice to Tenant to vacate said Premises in case of any breach other than for nonpayment of Rent, or
  - B. a fourteen (14) day written notice to Tenant to vacate said Premises upon the neglect or refusal of Tenant to pay Rent as herein provided.

Any termination under this Section shall be without prejudice to any remedies, which might otherwise be used for failure to pay Rent or a breach of any said terms, conditions, covenants, obligations or agreements.

14.2 <u>Additional Remedies</u>. Tenant covenants that in case of any such termination as provided herein or as authorized under applicable law, Tenant will forthwith pay to Landlord as damages a sum equal to the amount by which the Rent and other payments due for the remainder of the Term exceed the fair rental value of the Premises for the remainder of the Term. At the option of Landlord, however, Landlord's cause of action under this Section shall accrue when a new tenancy or lease term first commences subsequent to a termination of this Lease, in which event Landlord's damages shall be limited to any and all damages sustained by it prior to said new tenancy or lease date. In addition Tenant will indemnify Landlord from and against all loss and damage suffered by reason of such termination however caused including, but not limited to, any reasonable commission for re-letting the Premises, attorneys' reasonable fees incurred by Landlord in collecting any Rent or damages hereunder or in obtaining possession of the Premises by summary process or otherwise, and moving and storage costs incurred by Landlord in connection with eviction proceedings. Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

#### 15. HOLD OVER

If this Lease is not terminated during its Term for breach thereof, then the Lease shall end on the Expiration Date. If Landlord wishes to continue to lease the Premises to Tenant, Landlord may (but shall not be obligated to) offer Tenant the option of an extension of the Lease at a new Rent.

#### 16. EMINENT DOMAIN; FIRE OR OTHER CASUALTY

- 16.1 Eminent Domain/Taking. If all or a material part of the Premises or the Building is taken by any authority by eminent domain or condemnation or in any way receives any direct or consequential damage pursuant to any action by any public authority during the Term (a "taking"), then at the option of Tenant or Landlord this Lease shall be terminated by giving notice to the other Party. This option to terminate shall be exercised no earlier than the effective date of taking and no later than thirty (30) days thereafter. If this Lease is not terminated in the event of a taking, then the Rent shall be abated in proportion to the nature and extent of the damage until Landlord shall restore the Premises to their former condition, or if a portion of the Premise is taken, to a condition sufficient for residential occupancy.
- 16.2 <u>Assignment of Claims</u>. Tenant hereby assigns to Landlord all claims and demands for damages on account of any such taking except with regard to claims for damage to Tenant's personal property and Tenant's moving/relocation expenses. Tenant agrees to deliver any required instrument of assignment relating to such claims.
- 16.3 Fire or Other Casualty. In the event the Premises or access thereto becomes uninhabitable by reason of fire or other casualty, either Landlord or Tenant may elect to terminate this Lease after such event by giving notice to the other Party. This option to terminate shall be exercised no later than thirty (30) days after the fire or other casualty. Landlord may, at its option, terminate this Lease upon the occurrence of any substantial damage to the Building or the Premises. If the Lease is not terminated, Landlord shall commence and diligently proceed with repairs to the Building and the Premises until the Premises are restored to substantially their former condition and the Rent shall be abated by a just proportion according to the nature and extent of the damage to the Premises.

#### 17. KEYS AND LOCKS

Locks shall not be changed or replaced, nor shall new locks be added by Tenant without the written permission of Landlord. Any locks so permitted to be installed shall become property of Landlord and shall not be removed by Tenant. Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to Landlord. Upon expiration or earlier termination of the Term, Tenant shall deliver the keys to the Premises to Landlord. In the event that the exterior door lock or locks in the Premises are not in normal working order at any time during the Term, and if Tenant reports such condition to Landlord, then Landlord shall, promptly following receipt of notice from Tenant of such condition, repair or replace such lock or locks.

#### 18. NOTICES

Any notices in connection with this Lease shall be in writing. Written notices to either party shall be deemed to have been properly given if mailed by certified mail, postage prepaid return receipt requested, if sent for overnight delivery by reputable overnight courier (i.e. USPS, FedEx, UPS) or if delivered or left at the address set forth in Section 1 for Landlord or the address of the Premises for notices to Tenant. Either party may update its notice address by notice sent in accordance with this provision

#### 19. MISCELLANEOUS

- 19.1 <u>Waiver</u>. 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 any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.
- 19.2 <u>Separability</u>. 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 (of the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

- 19.3 Entire Agreement. This Lease and any exhibits and addenda attached hereto contain the final and entire agreement between the Parties hereto, and no Parties shall be bound by any terms, conditions or representations, oral or written not set forth or provided herein. The conditions, covenants, and rules contained in this Lease may be legally enforced by the Parties, their heirs, successors, and assigns, respectively. Nothing shall prevent modification of the terms of this Lease by mutual agreement of Landlord and Tenant through the execution of a written amendment affixed to all copies of this Lease or modification of the rules by Landlord as provided herein.
- 19.4 <u>Definitions</u>. The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, and the words "he", "his" and "him" where applicable shall apply to Landlord/Tenant regardless of sex, number, corporate entity, trust or other body. If more than one person is named herein as the Tenant, their obligations hereunder are joint and several.
- 19.5 <u>Entities as Parties</u>. If Landlord is a corporation, no shareholder or director, or if Landlord is a limited liability company, no member or manager of the company, or if Landlord is a trust, no trustee or beneficiary of the trust, shall be personally liable for any obligation, express or implied, hereunder, or for any claim of damage or cause of action arising out of the occupancy of the Premises, or the use or maintenance of the Building.
- 19.6 <u>Electronic signatures</u>. The Parties hereto agree that this Lease and any other documents executed in connection with the Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes, shall be binding on the Parties and shall have the same force and effect, for all purposes, as an original signature. Without limitation, in addition to electronically produced signatures (e.g., via DocuSign), "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- 19.7 <u>Covenants</u>. Landlord shall be obligated to fulfill all of Landlord's obligations hereunder to the best of Landlord's ability, but Tenant's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because Landlord 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 Landlord 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 Landlord's reasonable control.
- 19.8 <u>Copy of Lease</u>. Landlord shall deliver a copy of this Lease, duly executed by Landlord or its authorized agent, to Tenant within thirty (30) days after a copy hereof, duly executed by Tenant, has been delivered to Landlord.

[Signature Page Follows]

| NAME | \_\_\_\_\_\_ | By: \_\_\_\_\_\_ | Name: \_\_\_\_\_ | Title: \_\_\_\_\_ | Print Name: \_\_\_\_\_\_ | Print Name: \_\_\_\_\_ | Print Name: \_\_\_\_\_ | Print Name: \_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_\_\_ | Print Name: \_\_\_\_\_\_\_\_\_ | Print N

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal as of date first

[Add signature lines for each adult occupant]

above written.

## **EXHIBIT A**

# SKETCH PLAN OF THE PREMISES

# **EXHIBIT B**

# **Security Deposit and Rent Receipt**

To:("Tenant")	Re: Apartment #:
("Tenant")	Address:
Landlord:	
We hereby acknowledge receipt of your ch	eck(s) to be applied as shown below:
First Month's Rent \$	
Last Month's Rent \$	
Security Deposit \$	
Total Due at Signing: \$	Check Number(s):
The Security Deposit shall be refunded, in	accordance with the terms of the attached lease and State Law.
The Security Deposit will be held at:	
Name of Bank:	, Account
Address of Bank:	
Date Received:	Rental Agent:
	Print Name:
Landlord:	_

#### **EXHIBIT C**

### **Premises Inspection Report**

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 days after you receive this list or within fifteen 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.

[Landlord to add its form of Inspection Report; To be completed by Landlord and Tenant]
[To be tailored to Premises leased]

LANDLORD:	[NAME]	
	By:	
	Title:	
TENANT:		
	Print Name:	
	Print Name:	

## **EXHIBIT D**

# **Building Rules**

[To be completed by Landlord; if none, specify "None"]

## **EXHIBIT E**

# **Lease Guaranty**

[Include for any Guarantor]

# **GUARANTY**

This Guaranty of Lease is dated as of ("Guarantor") in favor of	, by ("Landlord").	_, the undersigned
Landlord and , as "Tenant", e		e"), pursuant to which
Guarantor desires to induce Landlord to lease	the Premises to Tenant.	
NOW, THEREFORE, to induce Landlord consideration, the receipt and adequacy of wh Guarantor hereby represents, warrants, coven-	•	=
Guarantor hereby irrevocably, absolut cessors, and assigns, the prompt and complete covenants, obligations, and agreements in sai by waives demand and notice under the Lea waives all suretyship defenses and defenses postponements of the time of payment and al time to time to Tenant. If more than one Guable hereunder.	d Lease to be performed or observed by Te ase (including without limitation, notice of in the nature thereof and assents to any all other indulgences and forbearances which	the terms, conditions, enant. Guarantor here- of default). Guarantor and all extensions and a may be granted from
WITNESS the execution hereof under seal by	the undersigned the day and year set forth	herein.
	Guarantor:	
- I	Print Name:	