

LEASE

This Lease is made on the _____ day of _____ between _____ (Partnership) _____ (Owner/Agent)
('Landlord'), which demises and leases to _____ (Resident(s) Name)

("Residents"), who leases from the Landlord on the terms stated in this Lease, the following premises:

_____ ("Premises") of _____ Apartments located at _____
(Property Name)
_____ ("Apartment Community").
(Street Address)

LANDLORD AND RESIDENT COVENANT AND AGREE:

1. **TERM.** The term of this Lease shall commence on at 12:00 p.m. _____ ("Commencement Date") and shall terminate at 12:00 noon on _____ ("Termination Date").

2. **DEFINITIONS.** All masculine and singular pronouns used in the Lease shall include the feminine, neuter and plural of the pronouns, and vice-versa, wherever appropriate according to the context and the following words shall have the following definitions as used in this Lease:

A. "Resident" shall be construed to include the plural and, whenever appropriate according to the context, it shall include all persons claiming through or under Resident.

B. "Apartment Community" means the building of which the Premises are a part.

C. "Residents' Family" includes the family, agents, servants, employees, business and social invitees, guests and licensees of Resident and any occupant of the Premises.

3. **RENT.** The term rent be paid by Resident for the Premises is \$ _____ payable except _____ as otherwise provided in this Lease, in installments of \$ _____ on the first day of every calendar month, in advance, so long as this Lease is in force and effect. The rent shall be payable in lawful money of the United States at _____ unless Landlord specifies another address in a written note to Resident. Notwithstanding anything contained herein to the contrary, if the premises are or become subject to rent control laws or other laws regulating rents, Resident shall pay not more than the maximum rent allowed under such applicable rent control laws or other laws regulating rent.

If at anytime after the date of this Lease, the Premises are or become subject to rent control laws or other laws regulating rent, and if Landlord is, in accordance with such laws, at anytime authorized or permitted to increase the rent for the Premises, and if at any anytime thereafter Landlord gives written notice of his intention to implement such increase, in whole or in part, then, in such event and not otherwise, Resident may terminate this Lease by giving written notice of Resident's intent to do so within thirty (30) days after Landlord's notice of implementation. If Resident gives such notice within such thirty (30) days, this Lease shall terminate on the last day of the monthly rental period next after the date of such notice. If Resident does not give such notice within such thirty (30) days then the rent shall be increased in accordance with Landlord's notice of implementation commencing with the rent payment immediately following the expiration of such thirty (30) day period, but in no event shall the rent exceed \$ N/A per month during the term hereof.

4. **JOINT AND SEVERAL LIABILITY.** In the event more than one party signs as Resident hereunder, the covenants, conditions and agreements contained in this Lease shall be joint and several obligations of each party.

5. **LATE PAYMENTS/RETURNED CHECKS.** If any amount due under this Lease is not paid by the thirtieth (30th) day after the date which it is due, a late charge of \$125.00 shall be added to the rent otherwise due and shall continue to accrue until the amount due and the late charge are paid in full or this Lease is terminated. Resident agrees to pay a charge of \$35.00 per returned check, plus the aforementioned late charges from the date rent is due. Returned checks will NOT be redeposited. Resident agrees to pay all late rent, late fees and returned check charges in the form of Cashier's Check, Certified Check or Money Order. No personal checks will be accepted for rent received after 5 pm on the 10th. In the event one check is returned due to insufficient funds, Resident agrees to pay all future rent in such form.

6. **SECURITY DEPOSIT.** Upon execution of this Lease, Resident shall deposit \$ _____ and Landlord shall give Resident such notices regarding such deposit as are required by law. Resident shall not deduct or offset any portion of such deposit from any amounts due Landlord. At the termination of this Lease, Landlord shall apply such deposits only to those charges permitted by law. Landlord shall account to Resident for such deposit within the time required by law, refunding the balance to Resident at such forwarding address as Resident has given Landlord.

In the event the Premises, or the Apartment Community of which it is a part, are sold or otherwise transferred, Resident thereby consents to the transfer of such deposits to the purchaser or transferee. Upon vacating the Premises, all keys must be returned. If any extraordinary cleaning or repairs is needed, or locks changed, Landlord shall have such work accomplished and deduct this cost from the deposit. The vacating inspection will be made promptly within seventy-two hours. Prior to termination of occupancy, Resident agrees to provide a forwarding address to which any refund and correspondence will be mailed.

7. **USE OF PREMISES AND HABITABILITY.** Unless otherwise stated in this Lease, the Premises shall be used solely for private residential purposes. The following individual(s) named will be the sole occupant(s) of the premises: _____ Occupancy by any other individuals not listed above is a violation of the Lease thereby subjecting the Resident to eviction and such other penalties as are provided herein for such default.

8. **LEASE CANCELLATION AND RESIDENT'S COVENANTS IN EVENT OF TERMINATION.** All Residents terminating their Lease prematurely will be required to pay a Lease retraction fee equal to two months rent. Resident and Landlord agree that this is a fair estimate of Landlord's damages in connection with the administrative and maintenance costs caused by the early termination of the Lease. Residents terminating a Lease prior to its expiration must provide a minimum of sixty (60) day notice of termination on or before of the first day of the month. If notice is

provided after the first of the month, it will not be accepted until the first day of the following month, thereby extending the time period before termination.

9. **UTILITIES.** Resident shall be responsible for and shall pay, as they become due, all bills for electricity and other utilities that are furnished to the Premises and are currently separately metered, whether they are used for furnishing heat or any other purpose. Landlord agrees to furnish reasonably hot and cold water and reasonable heat (except to the extent such water and heat are furnished through utilities separately metered to the Premises as stated above) during the regular heating season, and pay for same, all in accordance with applicable laws.
10. **OCCUPANCY.** Resident may take occupancy of the Premises after 12:00 p.m. on the Commencement Date of this Lease and shall vacate on or before 12:00 p.m. on the Termination Date. If Landlord allows Resident to occupy the Premises prior to the Commencement Date, Resident shall pay Landlord rent, prorated on a 30-day basis, for the balance of the calendar month in which Resident occupies the Premises, and Resident shall be subject to all covenants and agreements contained in this Lease and all rules and regulations applicable to the Premises. If the Premises are not available for occupancy by Resident on the Commencement Date, for any reason, the rent shall be abated on a pro rata basis until possession of the Premises is delivered to Resident. If the Premises remain unavailable for occupancy for at least five days after the Commencement Date, Resident may terminate this Lease by giving written notice of termination to Landlord and this Lease shall terminate. Landlord shall promptly return to Resident any security deposit and prepaid rent that has been paid by Resident pursuant to this Lease, and Landlord and Resident shall have no further liability under or because of this Lease.
11. **RELEASE OF LANDLORD.** In the event of a Lease of the entire Apartment Community or on termination of Landlord's interest in the Apartment Community, including without limitation, terminations by sale, assignment, death, bankruptcy or appointment of a receiver, Resident agrees to look solely to any purchaser from, or successor in interest to, Landlord for the fulfillment of Landlord's obligations under this Lease after written notice is given to Resident of the Lease of, or termination of Landlord's interest in, the Apartment Community, except as otherwise provided by law.
12. **CLEANLINESS.** Resident shall keep the Premises in a clean condition at all times. No dirt, garbage, refuse or any other substances shall be disposed of from the Premises or the Apartment Community except in proper receptacles. Resident shall not permit anything to fall or be thrown from the windows, doors, balconies or porches of the Premises.
13. **DISTURBANCE.** Resident shall not make or permit disturbing noises to be made by Resident's Family in the Premises or the Apartment Community or the grounds of the Apartment Community or do or permit anything to be done by such persons which is unlawful, improper, or otherwise offensive to, or which will interfere with the rights, comforts or convenience of, other tenants in the Apartment Community or which will interfere with the management of the Apartment Community. No instruments or appliances, including but not limited to musical instruments, tape recorders, radios, televisions, or musical amplification systems shall be operated in a manner so as to be heard outside the Premises. Any breach of this Lease by a guest or visitor shall be treated as a breach by Resident.
14. **KEYS AND LOCKS.** Landlord may retain a passkey to the Premises. Resident shall not alter any lock or install a new or additional lock or locks on the premises without Landlord's written consent and then only if Resident provides Landlord with an additional key for such altered, new or additional lock. Any such lock, once installed shall not be removed at or before the termination of this Lease without Landlord's written consent and shall become the property of the Landlord when installed on the Premises. If Resident fails to supply Landlord with a key, as stated above, Landlord may terminate this Lease as provided herein. On termination of this Lease, Resident shall deliver all keys and any locks on the Premises to Landlord. If Resident fails to deliver all keys to Landlord, Landlord may change the lock or locks on the Premises and charge Resident for the cost of changing the lock or locks. Delivery of keys to Landlord or anyone acting on Landlord's behalf shall not constitute a surrender of the Premises unless so stated by Landlord.
15. **PARKING RIGHTS.** Landlord may regulate the manner, time and place of all parking. Landlord may regulate, limit, or prohibit from the Premises or Apartment Community the following: Motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles and unregistered vehicles.
16. **PET POLICY.** No pets shall be kept in or on the Premises, nor permitted or allowed on the Premises or Apartment Community by Resident or Resident's Family without written consent by Landlord given in Landlord's total discretion, which consent may be revoked at any time.
17. **SUBLETTING AND ASSIGNMENTS.** Resident shall not assign or sublet all or any part of the Premises, nor permit any other person not specifically named in this Lease to occupy the Premises, nor shall Resident license the use of the Premises to anyone, or rent any room in the Premises without first obtaining Landlord's written consent which may be withheld in Landlord's total discretion, and which consent is necessary in each such instance. Resident's interest in this Lease may not be transferred by operation of law. Any such assignment, sublease, license or transfer of the Premises without Landlord's written consent is an event of default under this Lease. Landlord may charge Resident an administrative fee not in excess of one-half of one month's rent in the event Landlord chooses to consent to an assignment, sublease, license or transfer of Resident's interest in this Lease, or to the substitution of a resident under this Lease, and the Landlord may further insist on a replacement Lease being executed by the remaining or new tenants for the balance of the term as if a new tenancy was being created.
18. **DEFAULTS AND REMEDIES.** Rent is due on the first (1st) day of the month and shall be late and in default if received after the fifth (5th) day of the month in which it is due. All other amounts owed to Landlord shall be due and payable as rent and shall be late and in default if not received by Landlord within thirty (30) days of the date on which billed. Resident further agrees to pay any and all costs, expenses and fees incurred in collecting money owed the Landlord or in enforcing any of Landlord's rights under this Lease, including reasonable attorneys fees in an eviction or other action related to the tenancy.

If Resident shall fail to comply with any lawful term, condition, covenant, obligation or agreement expressed herein or implied hereunder, or if Resident shall be declared bankrupt or insolvent according to law or if any assignment of Resident'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, Landlord without necessity or requirement of making any demand or entry may (subject to Resident's rights under applicable law) terminate this Lease by:

- A. A seven (7) day written notice to Resident to vacate said leased Premises in case of any breach except only for non-payment of rent, or
- B. A fourteen (14) day written notice to Resident to vacate said leased Premises upon the neglect or refusal of Resident to pay the rent as herein provided.

Termination of possession rights or subsequent reletting by Landlord shall not release Resident from liability for future rentals under this Lease. After Landlord gives notice to vacate or after Landlord files an eviction action, Landlord may still accept rent or other sums due, and such notice, filing or acceptance shall not waive or diminish Landlord's right to eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Landlord's rights to property damages, and to past or future rent that is delinquent. Landlord may report unpaid rental or unpaid damages to credit agencies for recordation in Resident's credit record. Any termination under this section shall be without prejudice to any remedies which may otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

Resident covenants that in the case of any termination of this Lease by reason of default of Resident, or any breach of the Lease by Resident, Resident shall indemnify Landlord from and against any loss and damage sustained by Landlord. Landlord's damages hereunder shall include but not be limited to, any loss of rents; reasonable broker's commissions for reletting the Premises; advertising costs; the reasonable cost of cleaning and repainting the Premises; and moving and storage charges incurred in moving Resident's belongings pursuant to eviction proceedings. If Landlord shall remove Resident's belongings pursuant to a Court order, Landlord shall not be responsible for any loss or damage, provided Landlord or its agent exercises due care in the handling of said goods as may be practical under the circumstances.

19. **INSURANCE AND INDEMNIFICATION.** Resident understands and agrees that it shall be Resident's own obligation to insure Resident's personal property. All personal property in any part of the Apartment Community within the control of Resident shall be at the sole risk of Resident. Subject to the provisions of applicable law Landlord shall not be liable for loss of or damage to Resident's property of any kind, whether such loss or damage is caused by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the Premises or in any storage space in the Apartment Community or for any personal injury unless caused by the negligence of Landlord. Resident agrees to indemnify and save Landlord and Landlord's agents harmless from all liability, loss or damage arising from any nuisance made or suffered on the Premises or the Apartment Community by Resident, Resident's Family or from any carelessness, neglect or improper conduct of any such persons.
20. **RENEWAL OF LEASE.** Resident acknowledges that this Lease is a one year fixed term Lease, which expires on the Termination Date specified herein. At least sixty (60) days before the expiration of the term of this Lease, Resident must give written notice of his intention to enter into a new Lease for an additional Lease term or his intention to vacate the Premises on the Termination Date. Notwithstanding Resident's notice of intention to enter into a new Lease, the Landlord shall only enter into a new Lease if Landlord and Resident agree on the terms of such new Lease within thirty (30) days after Landlord receives Resident's notice of intention to enter into a new Lease. If after giving notice of Resident's intention to enter into a new Lease, Resident and Landlord fail to execute such new Lease within such thirty (30) day period, Resident shall be deemed to have elected to allow this Lease to expire and Resident shall vacate the Premises at the end of the Lease term. If Resident fails to give written notice as specified above, or if no new Lease is executed as specified herein, Landlord shall have the right to have applicants admitted, with reasonable notice and at all reasonable hours, to view the Premises until rented. Resident shall be liable for Landlord's damages including, without limitation, any rent loss, if Resident fails to give such written sixty (60) days notice or fails to surrender possession of the Premises at Lease expiration.
21. **COMPLIANCE WITH LAWS AND CARE OF PREMISES.** Resident accepts the Premises "AS IS" except for (a) any repairs or maintenance that Landlord is required to make by applicable laws, ordinances, government decisions, rules or regulations, and (b) any items which cannot reasonably be inspected by Resident prior to occupancy by Resident, and which are objected to in writing by Resident within (fifteen) 15 days after Resident takes occupancy of the Premises, or such longer period as is required by law or by any Rider attached hereto. Resident shall make no alterations, decorations, additions or improvements in or to the Premises, or nail or screw anything into the walls of Premises, without Landlord's prior written consent, and then only on such terms as Landlord may approve. Resident shall not cause or permit any waste, nuisance or damage on or to the Premises nor allow the water to the Premises to be wasted and Resident shall reimburse Landlord promptly in the amount of any loss or property damage caused by the negligence or improper use by Resident. Resident shall keep the Premises in good repair, order and condition and except as otherwise required by law or provided in this Lease, Resident shall repair the Premises, including but not limited to, any damages to glass. At the termination of this Lease, Resident shall deliver to Landlord the Premises and all property belonging to the Landlord in good, clean and tenable order and condition, reasonable wear and tear only excepted. If Landlord so requests, Resident at Resident's expense shall remove any alterations, decorations, additions or improvements made by Resident during Resident's occupancy of the Premises under this Lease or any prior Leases of which this Lease may be a renewal or an extension, and Resident shall restore the premises to their former condition, reasonable wear and tear excepted.
22. **INDEMNIFICATION AND LIMITATION OF LANDLORD'S LIABILITY.** This Lease is a binding legal contract. If Landlord terminates this Lease because of Resident's noncompliance with its terms or with the terms of any applicable law, rule or regulation or because of Resident's failure to pay rent or other amounts owed hereunder, Landlord shall have a claim for rent and/or possession of the Premises (which may result in Resident's eviction), and a separate claim for actual damages for breach of this Lease. Such claims may be enforced by civil litigation or by any other manner permitted by law. Actual damages for a breach of the Lease may include a claim for such rent as would have accrued until the expiration of the then current term (original or renewal), or until a tenancy pursuant to a new Lease (rental agreement) commences, whichever occurs first.
23. **DELAY IN PERFORMANCE BY LANDLORD.** If Landlord is prevented from or delayed in supplying any services or otherwise performing the terms of this Lease because of any law, regulation or action of any government agency or for any other reason beyond Landlord's reasonable control, Resident shall not be excused from the timely performance of Resident's obligations and covenants under this Lease. In no event shall Landlord be liable for delay or failure to perform under the Lease occasioned by any circumstances beyond the reasonable control of Landlord.
24. **ACCESS TO PREMISES AND INTERRUPTION OF UTILITY SERVICE.** Landlord may enter the Premises at any reasonable time to inspect, repair and maintain it, to make improvements, or to show it to a prospective purchaser, resident, or lender, or for any other reason permitted by law. Except in the case of an emergency, a Resident requested work-order, apartment condition report or, if it is impractical to do so, Landlord shall give Resident reasonable notice of its intent to enter the Premises. Landlord may temporarily disconnect any utility or other service to the Premises and shall not be liable to Resident for any inconvenience, disturbance or loss of utility or other services during the period of any necessary maintenance, repair, addition or improvement to the Premises or the Apartment Community, nor shall Resident be entitled to a reduction in rent because of any such interruption in the utility or other services to the Premises or the Apartment Community. The right of access granted in this paragraph shall not be limited by Resident's absence from the Premises. The provisions of this paragraph shall not obligate Landlord to maintain or to make any alteration, addition, repair, or improvement to the Premises.
25. **DESTRUCTION.** If the Premises are damaged by fire or other casualty to an extent that Resident's enjoyment of the Premises is substantially impaired, Resident may vacate the Premises and give notice to Landlord within seven (7) days after the damage of Resident's intention to terminate this Lease, in which event this Lease shall terminate as of the date Resident vacates the Premises and the rent shall be prorated on a 30-day basis to the date Resident vacates the Premises. If Resident's continued occupancy of the Premises is lawful, Resident may vacate that

portion of the Premises rendered unusable, and the rent shall be reduced in proportion to the nature and extent of the damage to the Premises from the date Resident vacates the unusable portion of the Premises until the repair of the damage to the Premises is substantially completed by Landlord. If the Premises or the Apartment Community are damaged by fire or other casualty and if Resident does not terminate this Lease as provided above, then within sixty (60) after the damage, Landlord shall either (a) terminate this Lease by giving written notice of termination to Resident or (b) commence to repair any damage to the Premises, at Landlord's expense. If Landlord elects to terminate this Lease, this Lease shall terminate thirty (30) days after the date Landlord gives written notice of termination to Resident, and the rent shall be prorated on a 30-day basis to the date of termination. If neither Landlord nor Resident elects to terminate this Lease and the Premises are damaged so as to be untenantable, Resident shall vacate the Premises as soon as possible and the rent shall be abated as of the date of the damage until the repair of the damage to the Premises is substantially completed by the Landlord. Landlord shall not be liable for delay in the repair of the damage to the Premises caused by reason of adjustment in insurance covering the damage or by any reason beyond Landlord's reasonable control. Nothing contained in this Lease shall be construed to relieve Resident or Resident's Family of any liability to Landlord, including without limitation, lost rentals for the balance of the terms of Leases then unexpired in the Apartment Community or in any other structure, caused by the negligence of Resident or any member of Resident's family.

26. **EMINENT DOMAIN.** If all or substantially all of the Premises or the Apartment Community are taken under power of eminent domain or by sale under threat of condemnation, or by action of the city or other authority, or if it shall receive direct or consequential damage for which Landlord or Resident 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 of renewal thereof, then this Lease shall terminate on the date possession or title is taken, whichever is earlier, and rent shall be prorated on a 30-day basis to that date. Substantially all of the Premises or Apartment Community shall be deemed to have been taken or sold if the portion remaining of either the Premises or the Apartment Community cannot in the judgment of Landlord, be made reasonably usable for residential purposes in substantially the same manner as before the date of the taking or sale. If less than substantially all of the Premises or the Apartment Community are so taken or condemned, then if Landlord elects to terminate this Lease, this Lease shall terminate thirty (30) days after Landlord gives written notice of termination to Resident, and the rent shall be prorated on a 30-day month basis to that date. All the compensation and payments resulting from any taking or sale of the Premises or the Apartment Community, under the power of eminent domain or threat of condemnation, belong to Landlord, and Resident has no right or interest in them except for any compensation or payments made for relocation of Resident. Resident hereby assigns to Landlord any and all claims and demands for damages on account of any such taking or condemnation or for compensation for anything lawfully done in the pursuance of any public authority, and covenants with Landlord that Resident will from time to time execute and deliver to Landlord such further instruments of assignment of any such claims and demands as the Landlord shall request, provided however, that Resident does not assign to the Landlord any claim based on Resident's personal property or other improvements belonging to Resident and installed by Resident with Landlord's written permission.
27. **WRONGFUL HOLDING OVER.** If Resident or any member of Resident's Family remains in occupancy after notice by Landlord to quit the Premises, Resident shall be liable for and Landlord shall be entitled to collect from Resident during such period of holding over the entire monthly rent for any month in which such hold over occurs. Acceptance by Landlord of rent during such period of holding over shall not create a new tenancy nor shall it be deemed a renewal of this Lease. If Landlord employs the services of an attorney to regain possession of the Premises or to recover amounts due under this Lease, Resident shall be liable to Landlord for all legal costs and attorney's fees incurred by Landlord. In the event Resident fails to vacate at the expiration of this Lease, Resident shall be deemed a Tenant at Sufferance. Resident shall be liable for use and occupancy of the Premises as a result of such hold over at a rate of 150% of the monthly rent formerly payable under this Lease, for the entire month(s) in which such hold over occurs regardless of the date Resident vacates the Premises. Acceptance by Landlord of the use and occupancy charges noted herein, during such period of holding over shall not create a new tenancy of any kind including a tenancy at will nor shall it be deemed a renewal of this Lease.
28. **MORTGAGES.** If at any time during the term of this Lease there shall be placed on the Apartment Community or the Premises a mortgage insured or guaranteed or otherwise regulated pursuant to a provision of the National Housing Act, as from time to time amended, or pursuant to any other federal, state or municipal legislation, then all applicable statutory provisions and the regulations adopted under such provisions shall be deemed incorporated in this Lease by reference, and in addition, such provisions shall supersede any of the terms, covenants, conditions and obligations of this Lease to the extent in conflict with the provisions of this Lease. Unless a mortgagee elects otherwise, this Lease is made expressly subordinate to any mortgage or mortgages which may now exist on the Apartment Community or the Premises, or which Landlord may place on the Apartment Community or the Premises. Resident agrees to atom to any mortgagee or to any purchaser of the Premises in connection with the foreclosure of a mortgage on the Premises, and Resident will recognize the then owner of the Premises as its landlord under this Lease, and Resident agrees to execute and deliver, on the request of any mortgagee or purchaser of the Premises, any instrument which may be necessary or appropriate to evidence such attornment and subordination.
29. **MOLD.** Landlord cannot guarantee Resident that the Premises is, or ever will be, a mold-free environment, and Resident acknowledges the probability that mold may at some time be present in the Premises. Mold is a fungus commonly found both indoors and outdoors and it typically originates in a damp environment. It can then spread through the air or be transported by contact with other surfaces (like the bottom of a shoe). Cleanliness is the key component of any strategy to combat mold. Under Massachusetts law, Resident is responsible for maintaining the Premises in a clean and sanitary condition, free of filth or causes of sickness. In particular, Resident must remove any visible accumulation of moisture, for example after showering. Wet clothing, carpeting, towels and other articles should be dried completely. If mold, normally recognized by its greenish black color, has formed, it may be necessary to apply a special commercial disinfectant (avoiding products which may cause discoloration), in which case any instructions on the product label should be carefully followed. Resident must notify Landlord immediately upon discovering any water leakage from the roof, a pipe or any other building component normally maintained by Landlord. Because mold may be caused by elevated indoor humidity, Resident must not block or otherwise interfere with the operation of any heating, ventilating or air conditioning equipment supplied by Landlord, notifying Landlord immediately if such equipment malfunctions or if any doors or windows cannot be opened or closed. Any violation by Resident hereunder shall be deemed a failure to comply with the provisions of this Lease, entitling Landlord to pursue all available remedies.
30. **REPRESENTATIVE CAPACITY.** If Landlord is a trustee, partnership or other business entity, any liability of Landlord shall be limited to its representative capacity and the individual owners of Landlord or the holders of any beneficial interest in Landlord shall not be individually liable for any acts or omissions of Landlord in connection with this Lease.
31. **WAIVER.** The waiver of one or more breaches of any term, condition or agreement contained in this Lease shall not be construed as a waiver of any subsequent breach of this Lease.

32. **NOTICE.** Whenever notice or demand to either Landlord or Resident may be required in this Lease, or by law, such notice or demand shall be in writing. Notices or demands from Landlord to Resident shall be deemed to have been properly given if either (a) mailed to Resident at the address designated by Resident in a written notice to Landlord for receipt of such communications, or, in the absence of such designation, at Resident's last known place of residence, or (b) delivered in hand to Resident, or (c) left in a conspicuous place inside the Premises. Notices or demands from Resident to Landlord shall be deemed to have been properly given to Landlord only if delivered to Landlord at the address specified in this Lease for the payment of rent or at such other address as Landlord may specify in a written notice to Resident for receipt of such communications.
33. **SEPARABILITY CLAUSE.** If any provision of this Lease or any part of such provisions, or the application of any provisions to any person or circumstances, shall be invalid or unenforceable by legislation or judicial decision, the remainder of this Lease or the remainder of such provision shall not be affected by such holding.
34. **REPRESENTATIONS.** Resident acknowledges that Resident has not been influenced to enter into this Lease, nor has Resident relied upon any warranties or representations not set forth in this Lease. Resident further acknowledges and represents that Resident has read and understands the provisions of this Lease.
35. **COPIES.** Landlord shall deliver a copy of this Lease, duly executed by Landlord, or its authorized agent, to Resident within thirty (30) days after a copy hereof, duly executed by the Resident, has been delivered to Landlord.
36. **GOVERNING LAW AND MISCELLANEOUS PROVISIONS.** Irrespective of where this Lease is executed, this Lease shall be construed under the laws of the Commonwealth of Massachusetts, and this Lease binds and benefits Landlord and Resident and their respective successors and transferees, may be modified only in writing, constitutes the entire agreement of Landlord and Resident, and may be signed in counterparts, each of which is an original. Resident acknowledges that no oral agreements have been entered into with respect to this Lease and that this Lease and any and all exhibits and riders attached hereto and made a part of this Lease constitute the entire agreement of the parties concerning this Lease, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect.

Landlord and Resident have signed duplicate originals of this Lease, and this Lease is effective as of the day and year first written above. Resident as an individual states under pains and penalties of perjury that Resident is 18 years of age or older.

COMMUNITY NAME _____

PARTNERSHIP/LANDLORD: _____

ADDRESS: _____

PHONE NO: _____

By (Agent/Rep.) _____

Its (Title) _____

Date: _____

Resident

Resident

GUARANTEE

In consideration of the execution of the foregoing Lease by Landlord at the request of the undersigned and in further consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, jointly and severally, guarantee to Landlord, the heirs, successors and assigns of Landlord, the punctual performance by Resident and the legal representatives, successors and assigns of Resident of all of the terms, conditions, covenants, obligations and agreements in said Lease on Residents', 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 and payment extensions of the Lease term, and all other indulgences and forbearances which may be granted from time to time to Resident.

WITNESS the execution hereby under seal by the undersigned the day and year first written above.

Guarantor: _____

Date: _____

Any attached Premises condition statement, rent and security deposit receipt and any addenda shall control over any conflicting provisions of this printed Lease.

Additional Provisions:

- A. Resident agrees to comply with such general rules and regulations which Landlord may establish from time to time for the benefit and comfort of all the occupants of the Apartment Community. Such rules and regulations may be contained in a Resident Handbook.
- B. _____
- C. _____