

**STANDARD FORM APARTMENT LEASE  
(FIXED TERM)**

DATE:

**PGR Management 74 Clarendon Street Suite A Boston, Massachusetts 02116 (617) 266-1168**

Lessor hereby leases to: **John Smith and Jane Doe**

(Jointly and Severally) the following premises, viz.: (apartment) (Suite) **1** at **123 Anywhere Street Boston**,  
Massachusetts **02116**

Consisting Of: **All rooms known as 123 Anywhere Street #1**

for the term of **Twelve (12)Months**, beginning **September 1, 2018** and terminating on **August 30, 2019**.

The rent to be paid by the Lessee for the leased premises shall be as follows:

**Rent:**

**A:** The term rent shall be **\$60,000.00**, payable, except as herein otherwise provided, in installments of **\$5,000.00** payable on the **first** day of every month, in advance, so long as this lease is in force and effect:

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

*TENANT:*

*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.*

***Lessee's initials:***

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

**C:** Notwithstanding anything contained herein to the contrary, if the leased premises are or become subject to rent control laws or other laws regulating rents, the Lessee shall pay not more that the maximum rent allowed under such applicable rent control laws or other laws regulating rents.

**D:** If at any time after the date hereof the lease premises are or become subject to rent control laws or other laws regulating rents, and if the Lessor is, in accordance with such laws, at any time authorized or permitted to increase the rent for the leased premises, and if at any time thereafter the Lessor gives written notice of his intention to implement such increase in whole or in part, then, in such event and not Otherwise, the Lessee may terminate this lease by giving notice of his intention within thirty days after the lessor's notice of implementation. If the Lessee gives such notice within thirty days this lease shall terminate on the last day of the monthly rental period next after the date of such notice. If the Lessee does not give such notice within thirty days, then the rent shall be increased in accordance with the Lessor's notice of implementation commencing with the rent payment immediately following the expiration of said thirty day period, but in no event shall the rent exceed N/A per month during the term hereof

**Lessor and Lessee further covenant and agree:**

That during the term of the lease and for such other and further period as the said Lessee shall occupy the said premises, all of the terms, covenants and conditions contained herein shall remain in full force and effect.

**1. Maintenance:**

For maintenance contact: Heath Properties (617) 266-1168 or email [maintenance@heathproperties.com](mailto:maintenance@heathproperties.com)  
Office hours: Monday through Friday 10:00am – 4:00pm.

**2. Additional Provisions:**

1. Lessor may require direct debit rental payments.
2. Additional provisions attached are incorporated herein by reference.
- 3.

- 3. Heat & Other Utilities:** This section governs utility payments. Be sure to discuss with the Lessor those utility payments which will be required of you. 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 demised premises and presently separately metered. Lessee shall be responsible for duct cleaning and filter replacement as necessary, if those ducts provide heating or cooling to said premises. The Lessor agrees that he will furnish reasonably hot & cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the demised premises as stated above) during the regular heating season, all in accordance with applicable laws, 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 responsible 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.
- 4. Attached Forms:** The forms, if any attached hereto are incorporated herein by reference. This includes Additional Provisions, Deposit Receipt Form, Apartment Condition Statement, Tenant Lead Law Notification, Tenant Certification Form, Heath Properties Code of Conduct, Fees and Descriptions, Pre-lease Agreement, Renter's Insurance Addendum, No Smoking Addendum, Mold Addendum, ACH Debit Form, and Guarantor forms, when applicable.
- 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, not 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 tenantable order and condition, reasonable wear and tear excepted. Lessee will be held liable for any and all damages, cleaning costs, rubbish removal and furniture removal. No washing machines, air conditioning units, space heater, clothes dryer, television antennas 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. All cable and internet wires installed by the lessee or during the lessee's tenancy must be removed prior to the expiration of this lease. All carpets and unit must be professionally cleaned prior to move-out. Receipts must be forwarded to landlord within 10 days of move-out.
- 6. Cleanliness:** The Lessee shall maintain the leased premises in a clean and sanitary 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, hallway, laundry room or the land adjacent thereon. Properly bagged rubbish may be left for pick up on scheduled days in accordance with City and Landlord regulations. A fine will be imposed for failing to abide by these regulations. City fines for improper storage of household trash will be levied to tenants. For more information regarding the City of Boston's garbage disposal rules and regulations please visit their website. [www.cityofboston.gov/myneighborhood/](http://www.cityofboston.gov/myneighborhood/)
- 7. Extermination:** The Lessee shall maintain the leased premises in a clean and sanitary condition. If rodent or insect infestation results from Lessee's lifestyle and living conditions, extermination charges will be levied to the Lessees. Bedbugs are parasitic insects that are brought into apartments by tenants and guest, they do not live in buildings without hosts. One of the most common ways bedbugs are brought to an apartment is through luggage, especially when traveling internationally. Lessees are required to prepare for any and all scheduled exterminations. If the Lessee fails to properly prepare for any extermination the cost of the extermination will be levied to the lessee.
- 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 the Lessee may 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 on behalf of and in the name of Lessee. Move-ins and move-outs are not subject to pro-ration.
- 9. Eminent Domain:** If the leased 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 purposes 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 Lessee or Lessor shall be entitled to compensation by reason for anything lawful done in pursuance of any public authority after the execution hereof and during said term, or any renewal or extension thereof, then at the option of either the Lessor or the Lessee, this lease and said terms 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 the 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 giving of such notice, this lease shall be terminated as of the date of the taking. If the lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the lease premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herein before 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 any such claims and demands as the Lessor shall request, provided however that the lessee does not assign to the Lessor any claim based upon personal property or to 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 the 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 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, at any time, nor cause damage to the leased premises, nor create 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 articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills. Failure to abide may result in fines.

**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 decoration, 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, (other than those regulating rents) which is beyond the Lessor's reasonable control.

**13. Common Areas:**

No receptacles, vehicles, household trash or debris, baby carriages, bicycles or other articles or obstructions shall be placed in the halls or other common areas or passageways. Damage caused to common areas by such items will be levied to residents. Lessees are not allowed to store anything in the basements of the properties unless written consent is provided by the landlord. Lessees will be responsible for any and all costs associated with the removal of said belongings.

**14. Insurance:**

Lessee understands and agrees that it shall be Lessee's own obligation to insure personal property. Lessor requires that Lessee(s) obtain rental insurance or homeowners insurance for personal belongings and personal liability prior to move-in. Please see the renter's insurance addendum for more information.

**15. Keys & Locks:**

Upon expiration of the lease, the Lessee shall deliver unit keys, mailbox keys, parking tags and any other keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor or to anyone on his behalf shall constitute a surrender or acceptance of surrender of the leased premises unless so stipulated by the Lessor orally or in writing. 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 hereof, 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 written permission from the Lessor. The Lessor at the Lessee's sole expense will remove any lock(s) installed without permission. Locks added with Lessor's written consent shall become the property of the lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the Lessor. Locks may not be installed on bedroom doors. A \$100.00 fee will be charged in the case of a lock out, lost keys or requested lock changes.

**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 or invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property on any part of the building within the control of the lessee shall be at the sole risk of the lessee. Subject to provisions of applicable law the Lessor shall not be liable for damage to or loss of property of any kind which maybe lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, washers, or dryers, elevators, or otherwise while on the leased premises or in any storage space in the building. (See provision 14) Damage caused by frozen pipes will be charged back to Lessee(s) and their guarantor(s).

**17. Notices:**

Written notice from the Lessor to the Lessee shall be deemed to have been properly mailed by registered or certified mail, postage prepaid, return receipt requested to the first person named on the lease at the address of the leased premises, or if delivered or left in or on any part thereof, provide 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 resided 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 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 that are reasonably related to the purpose and provision 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 which they are a part, and for the benefit, safety, comfort and convenience of all the occupation of said building. Lessee's must comply with all provisions of condominium association rules and regulations when applicable including but not limited to fees for moving in/out and fines for failing to abide by regulations. The Lessor will not take responsibility for any financial obligation caused directly or indirectly by the Lessee. Fireplaces should be considered decorative only and should not be used without express written consent from the landlord. Roof deck use is a privilege not a right. Roof deck use can be withdrawn at any time for no reason.

**19. Parking:**

Parking on the premises of Lessor is prohibited unless written consent is provided by the Lessor. If parking is permitted a designated tag must be displayed. A \$100 fee will be assessed for lost or stolen tags. Towing and all related costs to remove vehicles from the premises are at the sole cost of the Lessee. Lessees who park in a Heath Properties parking lot must remove their vehicles from the lot the day after a winter storm between the hours of 9am – 12pm for plowing and snow removal purposes. Those who do not move their vehicles risk being towed. If the lessees leave the apartment for vacation or other reasons they must make arrangements to have their vehicles removed in the case of a winter storm. The fee for relocating vehicles which are left in the lot following a winter storm is \$250.00 per instance.

**20. Pets:**

No dogs, cats 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. A fine of \$100.00 per day will be imposed to those who have pets without written consent.

**21. Plumbing:**

The water closets, disposals, dishwashers, washing machines and waste pipes shall not be used for any purposes other than for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the 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 it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor. Tenants are not permitted to remove water saving devices. Tenants will be charged for the removal of energy saving devices and can be held liable for all costs associated with the excess energy use created. Tenants will be charged for the replacement or repair costs associated with breaking their garbage disposal. Laundry machines may be available for use in your unit or in the common areas of the building but are not a condition of the lease. Washing machines and dryers may be removed at any time without any notice and for no reason.

**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 Lessor fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessee may (but shall not be obligated to) make such repairs and the Lessor shall reimburse the Lessee 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, mortgagees, or insurance providers. If Lessee requests maintenance, entry notice is hereby waived. Lessor/Agent will have the right to enter to make repair(s) without further notice. The Lessor may also enter upon said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law. The Lessor's agents (including real estate agents) may enter the premises with reasonable notice. Reasonable notice is considered to be a phone call, text, or email in advance **unless** there is an emergency or obvious lease violation in progress or a lease violation has occurred within 72 hours in which case no notice will be required.

**24. Non- Performance or Breach by Lessee:**

If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied thereunder, 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 therein, in any of the said cases and notwithstanding any license or waiver or 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 the 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 non-payment 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 thereunder a sum equal to the amount by which the rent, damages and other payments called for thereunder 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 of by the Lessee. Lessor's damages thereunder shall include, but shall not be limited to any loss of rents, reasonable broker's commission for the re-letting of the leased premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to re-let the same, any difference in the amount of the contracted term rent; legal fees; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.
- (C) At the option of Lessor, however, Lessor's-cause of action 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 them 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.



# ADDITIONAL PROVISIONS

1. This lease begins at 1:00 pm on the commencement day and ends at 5:00 pm on the termination day listed on the first page of this document.
2. **Rent is due no later than the 1<sup>st</sup> business day of each month by automatic bank draft. A \$50.00 late fee will be assessed for balances which are 30 days late.**
3. All money is applied to late fees, constable fees, court costs and damages first, then to rent. Past due rent notices are delivered on or after the 5<sup>th</sup> day of each month.
4. No pets or water filled furniture are allowed on the premises. Those in violation will be assessed a fine of \$100.00 per day until corrected.
5. Tenants are responsible for properly bagging and removing trash from individual units on the appropriate trash day(s). A \$100 fine per bag will be imposed to those failing to abide by sanitation regulations. All fines issued by the City Sanitation Department will be levied to the Lessee(s). For more information concerning the City of Boston's garbage removal procedures and rules please check their website [www.cityofboston.gov/myneighborhood/](http://www.cityofboston.gov/myneighborhood/).
6. If the leased premise is a condominium, tenants agree to abide by all condo rules and regulations. Condominium application fees maybe greater.
7. Tenants are responsible for changing light bulbs in the unit and keeping the landing and hallway free of personal items including trash and unclogging their own toilets.
8. Lessee(s) are responsible for upkeep of the yard and shoveling their driveway.
9. Lessee(s) agree to do their own internal bookkeeping, e.g. **only one account** will be debited for the **full amount of rent** per month to the Lessor. **NO CASH** will be accepted.
10. Tenants are held accountable for all costs associated with timely rental payments including; Insufficient Funds Fee of \$55.00; Constable Notices of \$55.00 per notice; Court Filing Fees of \$135.00; Summons and Complaint fees of \$5.00; and Attorney Fees.
11. THE SECURITY DEPOSIT IS NOT TO BE USED AS RENT during the lease or any extensions thereof.
12. Lessee(s) agree not to change or add locks to any doors. Lessor has the right to promptly remove added locks at Lessee's sole expense.
13. **Tenants are responsible for all utility bills including oil, gas and electricity. If the tenant fails to place their utilities in their name at the start of the lease, the landlord has the right to back-bill the tenants.**
14. Lessee(s) shall not interfere with the quiet enjoyment of other tenants as outlined in Section 11 of the RHA lease attached hereto and made a part hereof. **THIS MEANS NO PARTIES. A \$100 fine will be charged to Lessee(s) each time a verified complaint is filed with the landlord or the Police Dept.**
15. The apartment must be professionally cleaned at the Lessee(s) expense, prior to their departure. All carpets must be professionally cleaned at the Lessee(s) expense prior to departure. Receipts for both services must be forwarded to Landlord or Landlord's agent within 10 days of move-out.
16. A \$100.00 fee will be charged in the case of a lock out, lost keys, or requested lock changes and a \$50.00 fee will be charged if Lessee(s) have not prepared for extermination(s) after being reasonably notified of such. If rodent or insect infestation results from tenant's lifestyle and living conditions, extermination charges will be levied to the Lessees. In the case of bedbug treatments, tenants will be held responsible for the full cost of extermination, as well as the cost of other units affected by tenant's lifestyle if the tenant did not properly prepare for bedbug extermination.
17. Units are equipped with smoke detector(s) and carbon monoxide detector(s). Tenants are responsible for changing batteries and will be charged if equipment is vandalized or removed.
18. Lessee(s) are responsible for all repairs caused by negligence, misuse or vandalism by tenants and their guests. This includes garbage disposals, appliances laundry machines as outlined under Section 22 of the RHA lease.
19. Lessee(s) are required to abide by the Heath Properties Code of Conduct attached herein.
20. Lessee(s) MUST install floor protectors on all furnishings that are placed on wood flooring. Lessee(s) are responsible for negligence and unreasonable wear and tear.
21. Heath Properties reports unpaid balances to all major Credit Bureaus. The charge to report delinquent accounts is \$35.00 per person and is levied to the lessees.
22. All Lessees will provide written notice of their intentions to renew no later than January 1<sup>st</sup> of each year and will allow Lessor and their Agents access to show and/or view the apartment. The lease renewal process begins December 1<sup>st</sup> for most residential leases.
23. **Lessee(s) acknowledge that they will be moving into an apartment that will be occupied until the day of move in and that any necessary cleaning or maintenance work will be done after the move in date.**
24. Tenants must depart from their apartment no later than 5:00 pm. on the termination date of their lease. All belongings including rubbish must be removed from the premises at the lessee's expense prior to move-out. Rubbish may not be left on the sidewalk or in front of the building. The Landlord does not provide rubbish removal for belongings during move-out. Late move-outs will be charged at a rate of \$500.00/hour.
25. Each student must have a qualified guarantor. Failure to provide a qualified guarantor after signing this lease may result in the forfeiture of all funds provided to Lessor or Agent(s).
26. Correspondence and security deposit refunds will be sent to the first name listed on this lease. A forwarding address must be provided in writing in advance of the termination of this lease. LL will charge \$50.00 to issue any stop-payments and re-issue Security Deposit checks.
27. Lessee(s) will be responsible to reimburse Lessor for payment of any and all broker's commissions if the lessee moves out prior to the termination date of this lease or is evicted from the premises.

**Signature of Lessee(s):** \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_, seal

PGR Management  
74 Clarendon Street, Suite A  
Boston, MA 02116  
(617) 266-1168

**DEPOSIT RECEIPT FORM**

To: John Smith and Jane Doe  
Unit: 123 Anywhere Street #1  
Date:

The undersigned hereby acknowledges receipt of the following:

- |                            |            |
|----------------------------|------------|
| 1. First Month's Rent      | \$5,000.00 |
| 2. Last Month's Rent       | \$5,000.00 |
| 3. Security Deposit        | \$5,000.00 |
| 4. Key Installation Charge | \$100.00   |

Key Installation Charge

All unit keys and mailbox keys must be returned to Heath Properties on or before the lease termination date.

Security Deposit

Management acknowledges receipt of the above-referenced security deposit. The security deposit in the amount set forth above will be held in the following account, and the following bank:

Cambridge Savings Bank  
1374 Massachusetts Avenue  
Cambridge, MA 02138

Account Number: 56-482977-6 Heath Escrow

Management will hold such security deposit during the term of your lease and any extension or renewal. Such deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of the security deposit.

Management acknowledges that, subject to damages prescribed by law, it shall within thirty (30) days after the termination of occupancy or the end of the tenancy as specified in your lease, return to you the security deposit or any balance thereof, and any interest thereon if due, provided however that Management may deduct from such security deposit for the following:

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 reasonable amount necessary to repair any damage caused to the dwelling unit by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, management shall provide the tenants within thirty (30) days with an itemized list of damages, sworn by Management under the pains of penalties of perjury, itemizing in precise detail the nature of damage and the repairs necessary to correct it, and including written evidence when available of estimates, bills, invoices, or receipts, including the actual or estimated cost thereof.

You must provide a forwarding address in writing to Management prior to the expiration of your lease. If no forwarding address is provided, Management will send all correspondence to the last known address. All security deposit returns shall be made payable to the first name listed on the lease.

Last Month's Rent

You are entitled to interest on said rent payment at the rate of five per cent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held payable in accordance with the provisions of this clause. You should provide Management with a forwarding address at the termination of the tenancy indicating where such interest may be given or sent.

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Lessor/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor/Agent name (print): \_\_\_\_\_  
Heath Properties  
managing agent for,  
PGR Management,  
the owner of the premises

Lessee(s): \_\_\_\_\_, seal  
\_\_\_\_\_, seal  
\_\_\_\_\_, seal  
\_\_\_\_\_, seal



PGR Management  
74 Clarendon Street, Suite A  
Boston, MA 02116  
(617) 266-1168

**APARTMENT CONDITION STATEMENT**

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

**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: John Smith and Jane Doe  
(Resident /Lessee) 123 Anywhere Street #1  
Boston, MA 02116

We have examined the premises and have found the present condition to be as follows:

*The apartment is in a clean and habitable condition with no defects.*

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

Lessor/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord/Lessor/Agent: Heath Properties  
Address: 74 Clarendon Street, Suite A  
City, State, Zip: Boston, MA 02116

AGREED AND ASSENTED TO: \_\_\_\_\_  
(Resident/Lessee) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **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 serious environmental hazard. 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 nonlead 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.)  
1-800-532-9571

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)  
617-918-1524

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

National Lead Information Center  
(General lead poisoning information)  
1-800-424-5323

# 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

(i)  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 and read the pamphlet *Protect Your Family from Lead in Your Home*. This pamphlet is also located on our website [www.heathproperties.com](http://www.heathproperties.com).

### 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

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

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

**Heath Properties 74 Clarendon Street Suite A Boston, MA 02116 (617) 266-1168**

\_\_\_\_\_  
I **Heath Properties** certifies that we 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.**

CLPPP95-17 Rev.5/04

# **Heath Properties Tenant Code of Conduct**

Heath Properties is a professional real estate management and rental company located in Boston, MA. Heath provides quality services to landlords and tenants alike and strives to provide the best possible accommodations at market rates. Every effort is made to ensure our services exceed industry standards. In order to maintain these standards we must have commitment and cooperation from our tenants. Tenants of Heath Properties must at all times behave in a professional manner and respect neighbors, the community and the property in which they reside.

We at Heath Properties consider our tenants to be representatives of our company. Your behavior is a direct reflection on us and affects our ability to operate effectively and efficiently. As a steward of Heath Properties you are expected to recognize that you are part of the local community and must acknowledge the inherent rights of your neighbors. In order to protect the freedoms of other tenants in your apartment building and other members of the community, certain standards of conduct must exist and be enforced. The policies and regulations listed below are established to make certain that tenant conduct does not adversely affect Heath Properties, its' affiliates, or its' relationship with the surrounding community.

## **Noise Policy**

Heath Properties respects your right to be able to enjoy music, television and guests. We ask you to be mindful that the noise created by these activities could adversely affect not only neighbors in your building but also members of the surrounding community. For these reasons we ask that you keep volume to a minimum while indoors and outside, especially during evening and early morning hours. It is an individual's responsibility to inform fellow tenants and management if noise becomes disruptive. Should noise continue to be a problem, Heath Properties will take appropriate action, including but not limited to, reporting the incident to local authorities and universities, assessing fines in accordance with the lease and eviction from the premises.

## **Sanitation**

Tenants are responsible for the cleanliness of their apartments which could be subject to inspection for health and safety reasons. Any and all food items and/or garbage must be kept in storage containers in order to avoid attracting insects and/or rodents. Garbage and personal items such as bicycles, boxes, bags, laundry etc., must never be stored in the common areas of the buildings. Any tenant found guilty of violating the sanitation code could be subject to fines or further actions as outlined in the lease.

## **Destruction of Private Property**

Heath Properties will not tolerate any intentional destruction of private property whether it is to the building in which you reside or neighboring homes. You are accountable for your actions and your guests actions at all times. Anyone found guilty of destroying private property will be charged repair costs and could face further legal action.

## **Pets**

Unless otherwise noted in the body of the lease, tenants are not allowed to have pets in their apartments. Anyone found guilty of harboring pets could be subject to fines as outlined in the lease.

## **Guest Policy**

Tenants of Heath Properties may enjoy the privilege of entertaining guests in their apartments so long as their guests do not adversely affect the quiet enjoyment of others. Please remember that as a tenant you are responsible for your guests' safety and conduct while on the premises. Tenants will be held responsible for any consequences relating to the conduct of their guests.

**Fire Safety Violations**

Tampering with, or disabling, smoke and/or carbon monoxide alarms is a Federal Offense and punishable by law; it also creates an unsafe environment for you and your neighbors. Halogen lamps and gasoline/kerosene/propane tanks are strictly prohibited from being operated or stored indoors. Charcoal and gas grills are strictly prohibited at any time. Under no circumstances may tenants perform any electrical wiring within their apartment. Massachusetts state law indicates that grills are not permitted inside homes or on balconies above the first floor of any building where people live, and similarly, Boston rules and regulations indicate that grills are not allowed inside the building or on balconies above the first floor.

**Smoking**

No Tenant shall smoke, nor permit anyone to smoke, in the Tenant’s apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entryways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities. This includes the use of Cigarettes, Vaporizers, E-cigarettes, Marijuana and other smoking devises. No tenant shall grown, nor permit anyone to grow marijuana in the tenant’s apartment.

DISCLAIMER: Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s apartment and the common areas; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) the Landlord’s ability to police, monitor, or enforce the no smoking rule is dependant in significant part on compliance by the Tenant and Tenant’s guests. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

**Illegal Substances**

Heath Properties will not tolerate the use and or sale of illegal substances in, on, or near any of the properties that it manages. Underage drinking and the distribution of alcohol to minors is a serious offense that is strictly enforced and punishable by law. Marijuana is considered an illegal substance under federal law. Use or possession is a direct violation of this lease and the section 8 HUD lease. Heath Properties strives to provide its’ tenants with a drug-free living environment and pledges to take serious action against any and all who violate this policy.

**Reporting of Lease Violations**

Lease violations, depending on the severity, will be reported to University and Public Officials at our sole discretion.

**Signature**

By signing this document, I agree to abide by all the aforementioned policies and regulations. I understand my responsibilities as a tenant of Heath Properties and a member of the community in which I am/will be residing.

Signed and agreed to on \_\_\_\_\_ (date)

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

## **Heath Properties Management Fees and Descriptions**

Your apartment is professionally managed by Heath Properties. Below please find our complete fee schedule and description list. Fee payments must be made in cleared funds and cannot be withdrawn from accounts you have set up for monthly rent payments. If you have any questions please make sure to contact the office. Our contact information is listed below:

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Heath Properties  
74 Clarendon Street, Suite A  
Boston, MA 02116  
Phone: 617-266-1168 \* Fax: 617-266-2948 \* E-mail: [info@heathproperties.com](mailto:info@heathproperties.com)

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### **1. Tenant Caused Damage: (\$Going Rate plus Materials)**

Tenant caused damages will be billed on a per case basis at a labor rate of \$50/hour for all carpentry and minor maintenance work and at a rate of \$100/hour for plumbing and electrical work. Material costs are not included in the labor rates and will be billed in addition. This applies to repair costs during your lease term only. Repairs for move-out related damages are often completed by third party vendors and so are billed at those vendors' rates.

### **2. Lock-out Fee (\$100.00/incident):**

The lock-out fee includes the cost associated with paying a maintenance employee for the time it takes to drive into the city, after hours, to assist a tenant that has locked themselves out of their apartment. A \$100.00 fee must be provided to the employee that answers the call prior to being let back into the apartment. All fees must be paid in cash.

### **3. Re-rental Fee/Lease Break (\$Equal to one month rent):**

In the case that Heath Properties provides written consent to terminate a lease early, a non-refundable re-rental fee will be charged, equal to one month rent. This fee does not include costs associated with the following: Rental shorts; Real Estate fees; Advertising costs and/or Credit fees. Lease breaks are not permitted without written consent from the landlord. Lease breaks are not a right and are granted on a case by case basis. It is the lessee's responsibility to secure a financially qualified replacement tenant. Please review our full Lease Break Policy for more information. It is available on our website at <http://heathproperties.com/tenants/lease-break-policy/>.

### **4. Sublet Fee/Roommate Change Fee (\$300 .00/applicant):**

In the case that Heath Properties provides written consent allowing tenants to sublet their rooms or change a roommate during a lease period, a non-refundable fee of \$300.00 is charged. This fee does not include applicable credit check fees. It is the lessee's responsibility to secure a financially qualified sublet. Original lessees remain responsible for the apartment in whole during the sublet period; including monthly rent payments, utility bills, and overall apartment conditions or damages. Our full Sublet Policy is available on our website at <http://heathproperties.com/tenants/sublet-policy/>.

### **5. Mailbox Lock Replacement/Vandalism (\$100.00):**

A fee of \$100.00 will be charged to tenants who lose their mailbox keys during the course of their lease. This fee encompasses the costs associated with having to drill out the old mailbox locks and purchase/install a new mailbox lock as well as supply keys for the mailbox to the tenant.

### **6. Parking Tag Replacement Fee (\$100.00/tag):**

A non-refundable fee of \$100.00 will be charged to replace a lost parking tag during the course of a lease.

### **7. Past-due Rent Fee (\$50.00):**

A \$50.00 fee is charged to any tenant that has a rental balance which is more than 30 days past due.

### **8. Extermination Fee (\$50.00):**

A \$50.00 fee is charged in the case extermination has to be scheduled as a result of a tenant's lifestyle and living conditions. Tenants are required to maintain their apartments in a clean and habitable condition at all times. Chronic offenders will be held responsible for building wide charges resulting from their negligence.

### **9. Party and Noise Violations (\$100.00/incident):**

A \$100.00 fine will be issued each time a noise complaint is verified by the police department, school/university police department (if applicable) or any agent of Heath Properties. Chronic violations will be reported to all Guarantors of the Lease and to Schools and Universities if applicable.



**10. Trash Violations (\$100.00/bag):**

A \$100.00 fine will be issued for each bag of improperly stored trash. Trash days are clearly outlined on your move-in package and can be found by accessing the City of Boston website at <http://www.cityofboston.gov/myneighborhood/>. Our maintenance staff checks all properties on a daily basis. Once the violator is identified they are fined and reported to all Guarantors of the Lease, the City of Boston and all Schools and Universities if applicable.

**11. Credit Reporting Fee (\$35.00/tenant):**

A \$35.00 fee per lessee and guarantor will be charged by our credit agency (American Profit Recovery) to report all delinquent accounts to the credit bureaus which is passed onto the lease holders. All major credit bureaus will be notified including: Experian, TransUnion and Equifax.

**12. Painting: (\$\$Going Rate)**

All tenants are responsible for returning their walls to a clean and unblemished condition upon their departure. If you take possession of a unit with walls that are colored other than white and do not notify the management company upon move-in, Heath Properties will hold you responsible for returning the walls the their original paint color. The original wall color for all apartments is Benjamin Moore Super-Spec Flat White.

**13. Light Bulbs: (\$5.00/bulb)**

During the course of the lease tenants are responsible for changing bulbs and leaving the apartment with working light fixtures upon their departure. Replacement bulbs will be billed at a rate of \$5.00/bulb for normal household bulbs. Replacement of specialty bulbs will be billed at market rates.

**14. Oil/Heating: (\$\$Going Rate)**

Tenants are responsible for maintaining oil/heating fuels during the course of their lease. Heath Properties expects all tenants to make sure fuel levels are left full and thermostats are set to at least 65 degrees during all winter months and especially when the apartment will be vacated. Tenants will be held responsible for any damages that occur as a result of tenant negligence.

**15. Failure to Provide Forwarding Address: (\$50.00/stop payment)**

Prior to your departure, the first person named on each lease must submit a forwarding address in writing to our office. If a forwarding address is not provided to our office and to the Post Office prior to your departure we will charge a \$50.00 fee to place a stop payment and re-issue any Security Deposit checks. Stop payments will not be completed until 15 days after move out or notification, whichever is later.

**16. Towing/Auto Removal (\$250.00/incident):**

A non-refundable fee of \$250.00 will be charged for the removal of any vehicles which are illegally parked or abandoned at any property. The \$250.00 does not include any costs associated with retrieving your vehicle from the Towing Company.

**17. Parking Lot Relocation (\$100.00/incident):**

Lessees who park in a Heath Properties parking lot must remove their vehicles from the lot the day after a winter storm between the hours of 9am – 12pm for plowing and snow removal purposes. Those who do not move their vehicles risk being towed. If the lessees leave the apartment for vacation or other reasons they must make arrangements to have their vehicles removed in the case of a winter storm. The fee for relocating vehicles which are left in the lot following a winter storm is \$100.00 per instance.

**18. Garbage Disposal Replacement Fee (\$150.00/incident):**

Lessees will be charged a fee of \$150.00 to replace broken garbage disposals and \$100.00 per incident to repair broken garbage disposals. Please familiarize yourself with proper operational instructions prior to use.

**19. Smoke/Carbon Monoxide Detector Replacement Fee (\$100.00/detector):**

During the course of the lease tenants are responsible for changing the batteries and leaving the apartment with working smoke detectors and carbon monoxide detectors upon their departure. Replacement smoke detectors will be billed at a rate of \$100.00/device. Replacement of combination smoke and carbon detectors will be billed at market rates.

**20. Fire Extinguisher Replacement Fee (\$150.00/extinguisher):**

Tenant acknowledges that the building is equipped with a working fire extinguisher in an accessible location. It is the responsibility of the Landlord to conduct yearly inspections. Tenant is to report any usage of extinguisher to landlord immediately. If the extinguisher is used for any other purpose, than to extinguish an actual fire, or the equipment is missing, tenant will be charged a replacement fee of \$150.00/extinguisher, plus the cost of professional cleaning.

**I, (the undersigned individuals) have received a copy of the management company fee structures as outlined above:**

Signature of Lessee(s): \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_

# PRE-LEASE AGREEMENT

I/We John Smith and Jane Doe anticipate taking possession of unit 1, at 123 Anywhere Street Boston, MA from 09/01/2018 to 08/30/2019. In consideration of Heath Properties holding the aforementioned premises off the market, the individuals listed above hereby agree as follows:

1. I/We intend to lease the aforementioned apartment.
2. Credit reports are required for all occupants. I/We understand that a \$35.00 credit fee is due per tenant if Heath Properties pulls the credit reports for the applicants. The credit fee covers the costs associated with pulling credit reports. If Real Estate Brokers do not provide copies of credit reports at the time of the lease signing Heath Properties will pull such reports and a \$35.00 fee per applicant will apply.
3. I/We understand and agree that prior to taking occupancy of the premises, I/We must execute and submit to the Rental Agency or Heath Properties the following documents: Lease, Additional Provisions, Deposit Receipt Form, Apartment Condition Statement, Lead Certification Form, and notarized Guarantor Form(s) from each cosigner. This information must be completed in its entirety and guarantors must be duly qualified and approved by Heath Properties, which approval may not be unreasonably withheld. The above documents must be returned to the Rental Agency or Heath Properties on or before \_\_\_\_\_.
4. I/We understand that a total payment of \$15100.00 must be paid to the Rental Agency or Heath Properties. These funds are required to be paid in one check for each payment by brokers checks or cleared funds in advance and will be applied in the following order:
  - a. First Month's Rent (one check)
  - b. Last Month's Rent (one check)
  - c. Key Installation Charge (one check)
  - d. Security Deposit (one check)
5. It is agreed payment for items listed in paragraph number three may be paid in installments:  
 Payment 1: \$ \_\_\_\_\_ Due: \_\_\_\_\_, Payment 2: \$ \_\_\_\_\_ Due: \_\_\_\_\_.  
 (Payments must be rendered to Heath Properties by these dates.)
6. I/We agree that, should I/We fail to adhere to the terms of this Agreement, Heath Properties may apply all monies that it or its agent have received toward costs, if any, and for damages incurred with respect to re-letting the apartment, keeping the apartment vacant prior to move-in, and lost income.
7. I/WE UNDERSTAND THAT FAILURE TO ABIDE BY THE TERMS OF THIS AGREEMENT RENDERS ANY LEASE OR ANY AGREEMENT WHETHER ORAL OR WRITTEN, MADE BY HEATH PROPERTIES, VOID AND UNENFORCEABLE IN A COURT OF LAW AGAINST IT OR ITS AGENTS, EMPLOYEES, OR ASSIGNS.
8. I/We understand that should the terms of this pre-lease agreement not be met by Me/Us, I/We will not be permitted to take occupancy of the aforementioned unit and I/We risk forfeiting any and all moneys paid to Heath Properties or its Agents under this Pre-Lease Agreement.
9. This agreement constitutes the entirety of our Agreement, and I/We agree that I/We have carefully read and understand it and that in executing this document there have not been made, or relied upon, any promises, warranties, or representations except as contained herein.

Lessee	Lessee	Heath Properties
Lessee	Lessee	Date

10. **Broker Rules and Regulations:** Commissions from Heath (if any) are paid after the rental transaction is complete and an invoice has been submitted. A deal is complete when all original paperwork, signatures and money have been submitted to the landlord. **At no time can a broker collect a commission PRIOR to the landlord receiving all funds even if the landlord is not paying the fee directly.** When the landlord is paying the fee, the broker MUST submit an invoice. Commissions cannot be deducted from funds received from clients.

Broker Signature	Date
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Rental Agent:	Agency:
Telephone:	E-Mail:

**I/We understand a rental fee of \$5,000.00 is due from the applicants to the above real estate agency prior to the move-in date. I/We further understand keys will not be provided unless funds are paid in full.**

## Renter's Insurance Addendum

### **Owner/Manager Liability:**

#### **Requirement to Purchase Renter's Insurance,**

Neither the Owner nor we will be liable to you, your family, guests, invites or agents for any damages or losses to person or property caused by other residents of the Community or by any other persons. You agree to indemnify (reimburse if necessary) and hold Owner and Manager harmless against all claims for damages to property or persons arising from your use of the Premises, or from any activity, work or thing done, by you or by any pet in or about the Premises (including legal fees and court costs we incur). **Owner and Manager will not be liable for personal injury or damage or loss of your personal property (furniture, jewelry, clothing, automobiles, food or medicine in the refrigerator, etc.) resulting from theft, vandalism, fire, water, rain, snow, ice, earthquakes, storms, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to our failure to perform, or negligent performance of, a duty imposed by law. Owner and Manager will not be liable to you due to interruption or curtailment of heat, hot water, air conditioning, or any other service furnished to you, except as provided by law.** You agree not to withhold any Rent or Other Charges, nor will Rent or Other Charges be abated, as a result of such interruption or curtailment. You agree not to request outside contractors to perform work on your apartment or the Community without our written authorization.

Insurance coverage maintained by Owner or by us does not protect your person or property, whether located or stored inside or outside the Premises, and you agree to obtain and maintain renter's property insurance in effect as long as you reside in the Community.

This agreement by you to indemnify (reimburse if necessary) defend and hold Owner and Manager harmless against all claims for damages to property or persons arising from your use of the Premises specifically includes, but is not limited to, your use of the amenity areas and health facilities, if any, at the Community. Except as required by applicable law, neither the Owner nor we, nor our affiliates, agents, employees, successors or assigns, will be liable for any claims, causes of action or damages arising out of personal injury, property damage or loss that may be sustained in connection with the amenity areas and health facilities either by you or by any person you allow to use such areas or facilities. You, and any person you allow to use such area or facilities, agree to assume all risk as to using the facilities and agree that approval from a physician, if warranted, has been obtained.

You acknowledge and agree that neither the Manager nor the Owner has purchased insurance coverage for your personal belongings or any personal property located in your apartment, home or anywhere at the Community or for any personal liabilities that may be suffered or incurred by you or your family, guests, invitees or any other occupants of or visitors to your apartment home. During the term of your Apartment Lease Agreement, you agree to purchase and maintain, at your sole cost and expense, a comprehensive personal liability policy, or its equivalent, issued by a licensed insurance company that you select which provides limits of liability of at least \$100,000 per occurrence. All policies shall waive rights of subrogation against the Owner and Manager. You agree to provide a copy of these insurance policies or certificates of insurance evidencing these insurance policies in form and content reasonably acceptable to the Manager at the time you obtain the policies and on each annual renewal date for such insurance policies. You agree to maintain these insurance policies during the entire term or your residency at the Community.

Notwithstanding any term or provision hereof to the contrary, each party, on behalf of itself and its insurers, hereby waives all rights of recovery and subrogation against the other for loss or damage to property against which the waiving party is protected by insurance, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

If any of our employees are requested by you to render services such as moving automobiles, handling furniture, cleaning, or any other services not contemplated in this Lease, such employee will be deemed the agent or employee of you (and not of us) regardless of whether payment is made for such service; you agree to indemnify (reimburse if necessary) and hold us harmless from all losses suffered by you or by any other person in such circumstances. This paragraph will survive the expiration or termination of this lease.

Signature of Lessee(s): \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_, seal \_\_\_\_\_

**No Smoking Addendum Form**

Reference is hereby made to a lease and/or tenancy at will agreement (“Lease”) by and between the Tenant and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

**DEFINITIONS:** Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar lighted product.

**NO SMOKING RULE:** No Tenant shall smoke in his/her unit or anywhere on the property. The building is a smoke-free building. Tenant shall not allow his/her family member, occupants, invitees or guests to smoke in the Tenant’s unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants’ units, hallway, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities. This includes the use of Cigarettes, Vaporizers, E-cigarettes, Marijuana and other smoking devices. No tenant shall grow, nor permit anyone to grow marijuana in the tenant’s apartment. While marijuana is decriminalized in the state of Massachusetts, there is no smoking anywhere on the property.

**COMPLIANCE:** Landlord shall take reasonable steps to ensure compliance with the terms and provisions of this Addendum. Tenant shall inform Tenant’s guest of the no smoking rule.

**DISCLAIMER:** Tenant acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Landlord a guarantor of Tenant’s health; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant; and c) that Landlord’s ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the unit or common areas will be free from secondhand smoke during enforcement efforts by Landlord or based on the migration of secondhand originating from off the property.

Signed and agreed to on \_\_\_\_\_ (date)

**Lessee(s)**

**Lessor**

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

**Mold Addendum**

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment 1 (the "Premises") at 1234 Anywhere Street.

The tenant acknowledges the possibility that mold may at some time be present in the Premises. Mold is a fungus commonly found in the environment. In some cases, for example to produce penicillin, mold can be very useful. On the other hand, some types of mold are toxic and can cause sickness. At the present time, neither government agencies nor the scientific community has reached a consensus as to when indoor mold becomes harmful. For this reason, it is important to make sure that mold is not allowed to accumulate. Mold 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 unquestionably the key component of any strategy to combat mold. Consistent with Massachusetts law, Tenant is responsible for maintaining the Premises in a clean and sanitary condition, free of filth or causes of sickness. In particular, Tenant must remove any visible accumulation of moisture, for example after shower. 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 product which may cause discoloration), in which case any instruction on the product label should be carefully followed. Tenant 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, Tenant 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 door or windows cannot be opened or closed. Any violation by Tenant hereunder shall be deemed a failure to comply with the provisions of the attached lease or tenancy at will agreement, entitling Landlord to pursue all available remedies.

Signed and agreed to on \_\_\_\_\_ (date)

**Lessee(s)**

**Lessor**

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

\_\_\_\_\_, seal

# Tenant Contact Information

**Address:** 123A-1

Name:	Mobile #	Email	School

*Heath Properties will provide this information to Colleges and Universities as required by the City of Boston.*

**ACH Debit Enrollment Form:**

**ADDRESS:** 123A-1  
**LEASE AMOUNT:** \$5,000.00  
**EFFECTIVE DATE:** 10/1/2018  
**LEASE END DATE:** 8/30/2019

ALL MONTHLY RENTS WILL BE ELECTRONICALLY DEDUCTED FROM AN AUTHORIZED CHECKING ACCOUNT. RENTAL PAYMENTS WILL BE AUTOMATICALLY DEDUCTED ON THE FIRST BUSINESS DAY OF EACH MONTH THROUGH THE TERM OF YOUR LEASE AND ANY EXTENSION THEREOF. THIS FORM IS AN ADDENDUM TO YOUR LEASE AND MUST BE COMPLETED AT THE LEASE SIGNING.

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**Management/Landlord Agent: PGR Management**  
**74 Clarendon Street, Suite A - Boston, MA 02116**  
**Phone: 617-266-1168 - Fax: 617-266-2948 - E-mail: [office@heathproperties.com](mailto:office@heathproperties.com)**

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**Schedule D: ACH Authorization Agreements**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT (ACH DEBITS)**

**LESSEE(S):** John Smith and Jane Doe

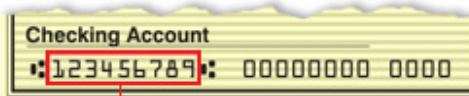
**NEW ACCOUNT ENROLLMENT**     **CHANGE**     **CANCELATION**

**Account Information:**

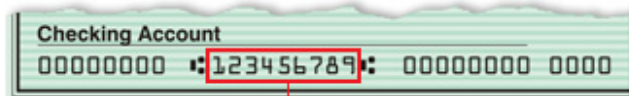
Name (printed): \_\_\_\_\_  Checking  
Account Number: \_\_\_\_\_  Savings  
Bank Name: \_\_\_\_\_ Routing Number: \_\_\_\_\_  
City, State: \_\_\_\_\_

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**PERSONAL CHECKS**



**BUSINESS CHECKS**



**9 Digit Routing Number**

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I hereby authorize Management/Landlord Agent: **PGR Management** (Company) and/or **Heath Properties** (Company) to debit the account indicated above. This authorization is to remain in effect until further written notice. I (we) acknowledge that the origination of ACH transactions to the above mentioned account must comply with the provisions of U.S. law.

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

**NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.**

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Attach Voided Check Here

# Deal Sheet

Unit Type/Rental Code: Market A - resrent / Residential Rental Income

Unit Code: 123A-1 Tenant Code:

Primary Tenant: John Smith  
(First person on lease)

Roommates: JANE DOE

Cosigners Needed: No

Notes:

Unit Rental Rate: \$5,000.00 Per Month (Subsidy amount if applicable )

Terms of Lease: From (date): September 1, 2018 To (date): August 30, 2019

Escrow Account Deposits:

PAYMENT DUE DATES:

First Month's Rent: (fmr/2119): \$5,000.00 Due:

Last Month's Rent: (lmr/2120): \$5,000.00 Due:

Security Deposit: (sd/2121): \$5,000.00 Due:

Key Installation Fee: (key/2110): \$100.00 Due:

Parking Tag Deposit: (ptag/2115): \$0.00 Due:

Operating Account Deposits:

Credit Check Fee Oper: (creditop/4055) \$0.00 Due:

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Rental Agent Name:

Agent's Company:

Agent Number:

Agent E-Mail:

Commission Due from Heath: