

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

DATE:

Greater Boston Management 404 South Huntington Ave. Jamaica Plain MA 02130 (617)522-8000

Lessor hereby Leases to: _____ (Jointly and Severally) the following premises, viz: (apartment) # _____
at, _____, Massachusetts _____ consisting of: **All rooms known as** _____ **Street #**
_____ for the term of **Twelve (12) Months**, beginning _____, **2005** and terminating on _____, **2006**.

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

Rent: **A: The Term of this Lease shall run from** _____ **–** _____, the term
rent shall be \$ _____, payable, except as herein otherwise provided, in installments of
\$ _____ 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 or 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.

C: Not withstanding 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 expirations 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.

Maintenance:

For maintenance contact: Greater Boston Management (617) 522-8842

Additional Provisions:

Additional provisions attached are incorporated herein by reference.

Heat and Other Utilities:

The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes that are furnished to the demised premises and presently separately metered. 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.

Attached Forms:

The forms, if any attached hereto are incorporated herein by reference. This includes Additional Provisions, Deposit Receipt Form, Apartment Condition Statement, Tenant Certification and Guarantor forms when applicable.

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 Lease 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.

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 of \$100 will be imposed for failing to abide by these regulations. City fines for improper storage of household trash will be levied to tenants.

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.

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 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 of 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.

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 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 abate 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 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.

Disturbance, Illegal Use:

Neither the Lessee nor his family, 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.

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.

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 cause to common areas by such items will be levied to residents.

Insurance:

Lessee understands and agrees that it shall be Lessee's own obligation to insure personal property. Lessor recommends that Lessee(s) obtain rental insurance.

Keys and Locks:

Upon expiration of the Lease, the Lessee shall deliver unit keys, mailbox keys 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 to 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.

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 Subject to provisions of applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, washers, or dryers, elevators, or otherwise while on the Leased premises or in any storage space in the building or for any personal injury caused by the negligence of the Lessor. (See provision 14) Damage caused by frozen pipes due to lessee(s) negligence will be charged back to Lessee(s) and their guarantor(s).

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 lessee 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 Lease 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 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.

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 part, and for the benefit, safety, comfort and convenience of all the occupation of said building.

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.

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 \$25 per day will be imposed to those to have pets without consent.

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.

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 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. Unreimbursed repairs may be deducted from the Lessee's security deposit

Right of Entry:

The Lessor may enter upon the Leased premises to make repairs thereto, to inspect the premises or to show the premises to prospective tenants, purchasers, or mortgagees. The Lessor may also enter upon said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law. The Lessor's agent may enter the premises with reasonable notice.

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 hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned 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 upon the neglect or refusal of the non-payment of rent, or
2. A fourteen (14) day written notice to the Lessee to vacate said 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 proceeding breach of any of the said terms, conditions, covenants, obligations or agreements.

Lessee's Covenants in Event of Termination:

The Lessee covenants that in case of any termination of this Lease, by reason of the default of the Lessee, then at the option of Lessor:

- (A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent, damages and other payments called for hereunder 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 hereunder 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 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.

Removal of Goods:

Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

Non-Surrender:

Neither the vacating of the premises by Lessee, nor the delivery of keys to the Lessor shall be deemed surrender or an acceptance of surrender of the Leased premises, unless so stipulated in writing by Lessor.

Subletting, Number of Occupants:

The Lessee shall not assign nor underlet any part or the whole of the Leased premises, nor shall permit the Leased premises to be occupied for a period longer than a temporary visit by anyone except the individuals named in the first paragraph of this Lease, their spouses, and any children born to them during the term of this Lease or any extension or renewal thereof without first obtaining on each occasion the Lessor's assent in writing. If assent is provided, a \$100 fee per sublet along with necessary documentation and guarantor forms are required.

Trustee:

In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said Leased premises, the use or maintenance of said building or its approaches and equipment.

Waiver:

The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

Separability Clause:

If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

Copy of Lease:

The Lessor shall deliver a copy of this Lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after the commencement of said Lease, duly executed by the Lessee.

Reprisals Prohibited:

The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

Forwarding Address:

Lessee(s) must provide a forwarding address in writing to Lessor prior to the expiration of Lease. If no forwarding address is provided Lessor will send all correspondence to last known address.

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

LESSEE

LESSOR

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

ADDITIONAL PROVISIONS

1. This Lease begins at 1:00 pm on the Commencement Day and ends at 10:00 pm on the Termination Day listed on the first page of this document.
2. **Rent is due no later than the 5th day of each month. 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. Notices are delivered after the 5th day of each month.
4. Occupancy is limited to the aforementioned Lessee(s) only. Leases are signed jointly and severally. No additional roommates, subletees or occupants shall be permitted without the express written consent of the Lessor.
5. No pets or water filled furniture are allowed on the premises. Those in violation will be assessed a fine of \$25 per day until corrected.
6. Tenants are responsible for properly bagging and removing trash from individual units on the appropriate trash day(s). In addition, Lessee(s) agrees to store no personal effects or rubbish in the common area adjacent to the front and rear egress of his/her apartment, such effects are subject to disposal without notification. A \$100 fine per bag will be imposed to those failing to abide by sanitation regulations. Furthermore any and all fines accrued from failing to abide by Local & City Sanitation Statues will be levied to the Lessee(s).
7. Landlord assumes no responsibility for any possessions stored in the basement area.
8. Tenants are responsible for changing light bulbs in the unit and keeping the landing and hallway free of personal items including trash.
9. Lessee(s) are responsible for upkeep of the yard and shoveling their driveway if applicable.
10. Lessee(s) agree to do their own internal bookkeeping, e.g. submit **only one check per month** for rent to the Lessor. **NO CASH** will be accepted.
11. Lessee(s) agree to pay a \$25.00 fee to Lessor if their check is returned for insufficient/uncollected funds. Checks will be presented only once.
12. Lessor acknowledges receipt of \$_____ TOWARD LAST MONTHS RENT in lieu of a security deposit upon fulfillment of this Lease. The balance due to secure the Last Month's Rent shall be \$_____ for a total of \$_____.
13. Lessee(s) agree not to change or add locks to any doors. Lessor will promptly remove added locks at Lessee's sole expense. Likewise, Lessee understands this prohibition extends to altering the building's exterior and interior locks in any way.
14. Your building has been equipped with a master lock system so if you lose keys, or require additional ones, please notify our Office immediately. If your keys are stolen or lost and security requires us to alter or replace your locks, you will be responsible for any expenses associated with these repairs.
15. **Tenants are responsible for all utility bills including oil, gas and electricity.**
16. Lessee(s) agree to pay all costs and expenses, including reasonable attorney's fees for the collection and enforcement of this Lease (A \$30.00 fee per notice which is delivered by Constable and a \$135.00 court filing fee and \$5.00 for Summons & Complaint).

17. 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.
18. The apartment must be professionally cleaned at the Lessee(s) expense, prior to their departure. Proof of cleaning must be forwarded to the Lessor within 10 Days after termination of Lease.
19. A \$60 fee plus materials will be charged in the case of a lock out, lost keys, or requested lock changes.
20. A \$25 fee will be charged if Lessee(s) have not prepared for extermination(s) after being reasonably notified of such.
21. Lessee(s) are responsible for any and all expenses associated with repairs caused by negligence, misuse or vandalism by tenants and their guests. This includes disposals, appliances and coin operated laundry machines as outlined under Section 22 of the RHA Lease.
22. 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.
23. Lessee acknowledges receipt of an Apartment Condition Statement, Deposit Receipt Form and Tenant Certification Form.
24. Unpaid balances including rent, damages and court costs will be put on your credit report at the termination of the Lease.
25. Lessee(s) whose Lease terminates on August 31st will provide written notice of their intentions to renew no later than March 1st of each year.
26. Lessee(s) will allow Lessor or their Agents access to show and/or view the apartment with reasonable notice.
27. **Lessee(s) acknowledge that they will be moving into an apartment that will be occupied until the day of the move in and that any necessary cleaning of maintenance work will be done after the move in date.**
28. Tenants must depart from their apartment no later than 10:00 pm on the termination date of their Lease. All belongings including rubbish must be removed from the premises.
29. Each student must have a qualified guarantor. Failure to provide a qualified guarantor after signing this Lease may result in the forfeiture of all deposits provided to the Lessor of his Agent(s).
30. Payments and Lease documents must be provided to Lessor as agreed in advance of the Lease commencement date.
31. Security deposit refunds will be written to the first name listed on this Lease. A forwarding address must be provided in writing in advance of the termination of this Lease.
32. Landlord reserves the right to separately meter and bill for Water & Sewer.
33. Lessee(s) hereby acknowledge receipt of Massachusetts Lead Paint Notification Form.
34. The Lessee(s) and the Co-Signers acknowledge that this is a fixed term Lease and that they are individually and collectively responsible for the entire term rent.

Signature of Lessee(s): _____

Greater Boston Management
404 South Huntington Avenue
Jamaica Plain, Ma 02130
(617) 522-8842

Apartment Condition Statement

This is a statement of the condition of the premises you have Leased or rented. This statement must be signed along with your Lease before you move in. A second copy will be given to you when you take occupancy of the below listed unit. 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 complete and correct. If it is not correct, you must attach a separate signed list of any damage you believe exist in the premises. This statement must be returned to the Lessor within (15) days after you move in.

To: _____
Lessee Unit Address City, State and Zip

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

The Apartment is in clean and habitable condition with no defects.

Greater Boston Management
404 South Huntington Avenue
Jamaica Plain, MA 02130
(617) 522-8842

Agreed and Assented To: _____

_____ Date

TENANT LEAD PAINT 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, Lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessor must also receive a federally approved pamphlet on lead poisoning prevention. The Massachusetts Tenant Lead Law Notification and Certificate Form are approved for federal compliance.

Owner's Disclosure

- (a) Presence of lead-based paint and/or lead-based hazards (check I or II below):
 - (I) Known lead-based paint and/or lead-based 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 or Lessor (check I or II below):
 - (I) Owner/Lessor has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below)

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

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

Tenant's Acknowledgment

- © Tenant has received copies of all documents circled above.
- Tenant has received copies of no documents circled above.
- Tenant has received the Massachusetts Property Transfer Notification.

Agents Acknowledgment

- (d) Agent has informed Owner/Lessor of the Owner's/Lessor's obligations under 42 U.S.C. 4852d 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/Agent

Tenant

Tenant

Owner/Lessor/Agent

Tenant

Date

Owner/Managing Agent Information for Tenant (Please Print)
Greater Boston Management 404 South Huntington Ave
Jamaica Plain, MA (617) 522-8000

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

The tenant gave the following reason:

(Continued on next page)

The Massachusetts Lead Law prohibits 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.

The Massachusetts Department of Public Health's Lead Poisoning Prevention Program (CLPPP) has additional information on a full range of topics related to lead poisoning prevention, tenants and owners rights and responsibilities under Lead Law and Regulations, financial assistance for owners, and safe deleading and renovation work. CLPP can be reached at 1-800-532-9571. More information is also available from your local lead poisoning prevention program, or your local Board of Health.

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