STANDARD FORM APARTMENT LEASE (SIMPLIFIED FIXED TERM)

Date:_____

This is a Lease of Apartment No. _____, Located in a Building Numbered _____ in _____, Massachusetts . The Landlord is _____whose address is _____ and whose telephone number is _____. The Tenant is _____. The term of this lease is _____, beginning on _____, and ending on _____, although it is possible that the term may end sooner as explained later in the Lease. Landlord and Tenant agree that each of them has various rights and duties, and that this Lease is subject to certain conditions, as follows:

*FOR MAINTENANCE THE TENANT SHOULD CONTACT:

_____

(Name) (Telephone)

_____

(Street Address) (City, State, Zip)

*To be filled in only where maintenance is performed by Managing Agent.

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.

_____

_____

This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this Apartment

1. RENT: (a): On or before the first day of every month, in advance, the Tenant must pay the monthly rent, which is $_____.

(b) The Landlord is required to pay real estate taxes on the Landlord's property, which includes the Building as well as the land on which it is located. Real estate taxes are assessed on a fiscal year basis, and each fiscal year begins on July 1 and ends on the following June 30. The most recent tax bill received by the Landlord was for the fiscal year ending June 30_____, but real estate taxes may be higher in later fiscal years. If this happens, the Tenant will be required to pay _____% of the increase. This payment, which is considered additional rent, will be prorated if this Lease is not in effect throughout the entire fiscal year in which the tax increase occurs. The Landlord will notify the Tenant of any tax increase, and will explain how the Tenant's share is to be paid. The Tenant's share of any tax increase must always be in proportion to the relationship between (1) the apartment and (2) the whole of the real estate being taxed, namely the Building and the land on which it is located. If the Landlord obtains an abatement or refund of the real estate tax levied on the whole of the real estate, a proportionate share of the abatement or refund, less reasonable attorney's fees, if any, must be refunded to the Tenant.

2. HEAT AND UTILITIES: Landlord will furnish all required heat, hot water, fuel oil and utilities to the Apartment, with the following exceptions. First, the Tenant must make all service arrangements and pay all bills for telephone as well as ❒ gas, ❒ electricity and ❒ water and sewer service, if checked. Gas or electricity should be checked only if the Tenant's usage is measured by a separate meter which has already been installed, in which case it will also be the Tenant's responsibility to make all necessary service arrangements. Water and sewer service should be checked only if (a) the Tenant's usage is measured by a separate meter or submeter which has already been installed and (b) a Water and Sewer Submetering Addendum has been signed by both the Landlord and the Tenant. Second, if the following box ❒ is checked, the tenant must make all necessary service arrangements and pay all bills for fuel oil, which is provided through a separate oil tank and used to supply heat and/or hot water only to the Apartment. The Tenant must make sure that no fuel oil or utility service furnished by the Landlord is wasted.

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3. ALTERATIONS AND INSTALLATIONS: The Tenant is permitted to arrange furniture in the Apartment as the Tenant wishes. However, at no time can the Tenant paint, decorate, make holes in, or attach things to any of the floors, walls, ceilings, doors, or equipment in the Apartment or elsewhere in the Building. No washing machine, air-conditioning unit, space heater, clothes dryer, antenna, or similar type of equipment can be installed or operated without the Landlord's permission. Waterbeds are likewise prohibited.

4. CLEANLINESS: The Tenant must keep the Apartment in a clean and sanitary condition, free of garbage, rubbish, and other filth. The Tenant is responsible for properly placing all garbage and rubbish in containers provided by the Landlord.

5. DELAYS: It is possible that the Landlord may not be able to let the Tenant move into the Apartment when scheduled. If this happens, and if the Landlord is not to blame, the Tenant will not owe any rent for the period up to the time when the Landlord lets the Tenant move in, and the Tenant will have no claim against the Landlord. If delay continues for more than thirty (30) days, either party may terminate the lease by notifying the other party seven (7) days in advance. If the reason for the delay is the fact that the Apartment is still occupied by someone else, the Landlord may try to evict the occupant on behalf of the Tenant.

6. ACCESS: In order to get to and from the Apartment, the Tenant will be using passageways, stairways, and hallways in and around the Building. These areas cannot be used for any other purpose, not even for the temporary storage of such things as baby carriages and bicycles outside the Apartment. If any deliveries are made to the Apartment, the Tenant must make sure that the job is finished as quickly as possible without blocking anyone else's ability to enter the building or another apartment.

7. PARKING: No parking is allowed on the Landlord's property without the Landlord's permission.

8. ANIMALS: No dogs, cats, birds or other animals may be kept in the Apartment or allowed anywhere else in the building or on the Landlord's property without the Landlord's permission. The Landlord may decide, even after giving permission, that a particular animal may not be allowed to stay. If the animal belongs to the Tenant, the Tenant must, immediately upon notice from the Landlord, arrange to have the animal removed.

9. CONSIDERATION FOR OTHERS: Everyone living in the Building must be a good and considerate neighbor who understands and respects the fact that other persons should not be bothered by noise or other disturbances. A loud party is one example of something which the Tenant must avoid. Another example is playing a television, radio, or record player with the volume turned up too high. Musical instruments should only be played at times when others in the Building won't be annoyed. Of course, the Apartment can be used only as a residence, and no business activity of any nature may take place. It is also important to maintain the good appearance of the Building, and the Tenant must never place any object on an outside windowsill or hang, shake or attach anything, including signs, from or on windows, exterior walls or outside the Apartment without the Landlord's permission.

10. REPAIR AND MAINTENANCE: Both the Landlord and the Tenant have responsibility for the repair and maintenance of the Apartment. If the Landlord permits the Tenant to install the Tenant's own equipment, such as refrigerators, washing machines and dryers, dishwashers, stoves, garbage grinders, and electrical fixtures, the Tenant must properly install and maintain the equipment and make all necessary repairs. The Tenant is also required to keep all toilets, wash basins, sinks, showers, bathtubs, stoves, refrigerators and dishwashers in a clean and sanitary condition. The Tenant must exercise reasonable care to make sure that these facilities are properly used and operated. In general, the Tenant will always be responsible for any defects resulting in abnormal conduct by the Tenant. Whenever the Tenant uses the Apartment or any other part of the Building, the Tenant must exercise reasonable care to avoid damage to floors, walls, doors, windows, ceiling, roof, staircases, porches, chimneys, or other structural parts of the Building. As long as the Tenant complies with all of these duties, the Landlord will make all required repairs at the Landlord's expense to make sure that the Apartment is livable and fit for human habitation. If the Tenant wishes to request maintenance, the Tenant should contact the Landlord unless a managing agent is named at the beginning of this agreement.

11. ENTRY BY LANDLORD: Whenever permitted by law, the Landlord will be entitled to enter the Apartment even though the term of the Lease has not yet ended. Entry is permitted if the Landlord wants to inspect the Apartment or make repairs, or if the Landlord wants to show the Apartment to other persons who may be interested in buying the property, making a mortgage loan to the Landlord, or renting the Apartment after the Tenant has moved out. The Landlord can also enter the Apartment if it appears to have been abandoned by the Tenant or if the Landlord obtains an appropriate court order. Future laws may authorize entry for other reasons as well. If the Landlord ever notices that the Tenant is not properly maintaining the Apartment or is otherwise failing to comply with the Tenant's obligations under this Lease, the Landlord has the right to correct the problem and charge the Tenant for any reasonable costs which the Landlord incurs in doing so. The Tenant must then promptly reimburse the Landlord for these costs.

12. LOCKS AND KEYS: The Landlord must maintain any required locks on the main entry door of the Building as well as every entry door and exterior window of the Apartment. The Tenant may not change or replace any lock or add any new locks unless the landlord gives permission. Whenever a lock is changed or replaces, or a new lock is added, a duplicate key must promptly be given to the landlord.

13. OCCUPANCY, TRANSFER AND SUBLEASES The Apartment may be occupied only by the Tenant, the husband or wife of the Tenant, any children now living with the Tenant, or any children born to the Tenant after this Lease is signed. In addition, the Tenant cannot transfer any rights under this Lease to any other person, nor can the Tenant sublease the Apartment or any part of it to any other person. Although the Tenant is allowed to have guests and other temporary visitors, the Tenant must in all cases abide by the provisions of this paragraph unless the Tenant has received permission to the contrary from the Landlord.

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14. PENALTIES: The Landlord will never be subject to any penalties (above and beyond reimbursement for actual loss suffered by the Tenant) solely because the Landlord is unable to provide a service or fulfill any other obligation normally required under this Lease as a result of any restrictions imposed by any governmental body, or any interruptions caused by making necessary repairs, or any natural cause beyond the control of the Landlord. A good example of this would be if the Landlord could not keep the Apartment adequately heated because of fuel restrictions imposed by the government.

15. CASUALTY AND EMINENT DOMAIN: If a substantial part of the Apartment or Building is damaged by fire or other casualty, or taken by eminent domain, the Landlord my terminate this Lease within thirty (30) days after the event by giving notification to the Tenant fifteen (15) days in advance. If the casualty or taking makes the Apartment substantially unsuitable for human habitation, rent will be equitably adjusted, and if the Apartment is not restored to a condition substantially suitable for human habitation within thirty (30) days following the casualty or taking, the Tenant may terminate this Lease within thirty (30) days thereafter by notification to the Landlord fifteen (15) days in advance. In the case of taking, the Tenant may make a claim against the responsible governmental body in order to collect damages for any personal property taken from the Tenant and also to obtain funds for moving to a new residence. All other eminent domain damages and awards will belong to the Landlord. In the case of a fire or other casualty, the Tenant must look to its own insurance company if the Tenant's personal property is damaged.

16. RULES AND REGULATIONS: In order to help carry out the provisions of this Lease, the Landlord may from time to time issue rules and regulations for the benefit, safety, comfort and convenience of all occupants of the Building or for the Landlord's convenience in operating the Building. Such rules and regulations may deal with matters such as safety, cleanliness, care, and orderly conduct, both in the Apartment and the rest of the Building. The Tenant must comply with these rules and regulations just as if they were a part of this Lease.

17. TENANT'S RESPONSIBILITY: The Tenant is responsible for the conduct of any and all family members, friends, relatives, delivery personnel, guests and to other persons who are invited or allowed by the Tenant to be on the Landlord's property. The Tenant must make sure that these persons conduct themselves properly and do not violate any provisions of this Lease. Whenever the Landlord has to pay any expense, or suffers any other loss, because of anything done by the Tenant or any other person mentioned in this paragraph, the Tenant must promptly provide full reimbursement.

18. EARLY TERMINATION: If the Tenant does not comply with any obligation imposed on the Tenant under this Lease, or if the Tenant admits being or is declared to be bankrupt or insolvent, or if the Tenant appears to have abandoned the Apartment, the Landlord may terminate the Lease by notification to the Tenant. The termination will become effective seven (7) days after the notice is given, except where the Tenant has failed to pay rent, in which case the termination will become effective fourteen (14) days after the notice is given.

19. MOVING OUT: Whenever this Lease terminates, the Tenant must immediately make sure that all occupants move out of the Apartment and take all of their personal property with them. The Tenant must deliver all keys to the Landlord and must leave behind all property belonging to the Landlord. The Apartment and all facilities in the Apartment must be clean and sanitary and must be in a condition which conforms to the Tenant's repair and maintenance responsibilities under this Lease.

20. EVICTION: If the Tenant fails to comply with Paragraph 19, the Landlord will be entitled to start a suit in court to have the Tenant evicted. If this happens, and the Landlord is successful, a sheriff or constable will be able to forcibly remove all persons and personal property from the apartment. The Landlord will have no responsibility for the official actions of the sheriff or constable.

21. DAMAGES: If this Lease terminates because of a default of the Tenant, the Tenant must immediately pay to the Landlord the difference between (1) all rent which would have been payable throughout the rest of the Lease term, including any extension or renewal, if the termination had not occurred and (2) any lessor amount of rent which the Landlord may reasonably expect to receive from another Tenant during the same period. If the Landlord's actual rent income from the apartment during this period, after deducting any brokerage commission or other reasonable cost which has to be paid in order to find a new Tenant and prepare the Apartment for the new Tenant, is less than originally expected, the damages payable by the Tenant will be increased accordingly, so long as the Landlord has made a reasonable attempt to find a suitable new Tenant. The Landlord may take advantage of any other remedy which is authorized by law, and may combine any and all available remedies in order to make sure that the Landlord is fully compensated for the Tenant's default.

22. NOTICES: Whenever this Lease requires or allows notices to be given by either party to the other, the notice must be in writing. If the notice is from the Landlord to the Tenant, the notice will be assumed to have been given if sent by certified or registered mail to the apartment, or the notice may be given by leaving it at the apartment with the Tenant or any responsible person living with the Tenant in the Apartment. If the notice is from the Tenant to the Landlord, the notice will be assumed to have been given if sent by certified or registered mail to the address of the Landlord as stated at the beginning of this agreement, or to any other address if notice of the new address has been given to the Tenant. The parties may also use any other method of giving notice which is permitted by law. Whenever notice is sent by mail, the party giving the notice must pay all necessary postage and must mail the notice early enough to make sure that it will be received when due.

23. PERMISSIONS AND INVALIDITY: The mere fact that one party has allowed the other to violate this Lease on a particular occasion does not mean that any future violation will also be allowed. The Landlord will never be assumed to have given permission to the Tenant under the terms of this Lease, or to have relieved the Tenant from any of the Tenant's obligations, unless the Landlord has made his intention clear in advance and in writing. If any provision of this Lease is declared to be invalid on a particular occasion, the Lease will still be in effect to the fullest extent permitted by law.

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24. PERSONAL LIABILITY: If the Landlord is a partnership or the trustee of a trust, no individual trustee, beneficiary, shareholder or partner will be personally responsible to pay money damages for failure to comply with any of the obligations of the Landlord but the Tenant will have rights against any of the assets owned in the name of the trust or partnership.

25. REPRISALS: The Landlord is forbidden from threatening to take or taking reprisals against the Tenant in certain cases where the Tenant is properly attempting to assert the Tenant's legal rights.

26. COPY OF LEASE: If the Landlord has orally agreed to sign this Lease, the Landlord must do so and deliver a signed copy to the Tenant within thirty (30) days after the landlord receives a copy signed by the Tenant.

27. ATTACHED FORMS: If any forms (such as Rent Receipt, Rent and Security Deposit Receipt or Apartment Condition Statement) are attached to this Lease, they are to be considered a part of the Lease for all purposes.

28. LEGAL EFFECT: Although this agreement has attempted to express the rights and duties of the parties in simple language understandable to a layman, the Tenant understands that this Lease will be treated as a formal legal instrument under seal and will be binding on all persons having any future dealings with the Landlord's property. If more than one copy is signed, all copies will be equally effective. If more than one person is named as the Tenant, the Landlord may hold any such person legally responsible for all of the obligations of the Tenant under this Lease.

29. ADDITIONAL PROVISIONS:

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LANDLORD:_____ TENANT:_____

LANDLORD:_____ TENANT:_____

TENANT:_____ TENANT:_____

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

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

GUARANTY

Because the Landlord is agreeing to sign this Lease, the person signing below (the "Guarantor") will be legally responsible for all of the obligations of the Tenant under this Lease. Whenever the Landlord would be entitled to take action against the Tenant, the Landlord may take the same action against the Guarantor, even though the Guarantor did not have notice that the Tenant was in default. The Guarantor waives all rights under law (technically known as "suretyship defenses") which otherwise permits the Guarantor to avoid or reduce his or her liability to the Landlord. This Guaranty will have the same legal effect as the Lease (see Paragraph 28).

GUARANTOR:_____

_____

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