

LEASE ADDENDUM

UNIT ADDRESS:

1. **Rent**. The rent will be \$. It is to be paid on or before the first of each month.
2. **Key**. Lessor acknowledges receipt of \$0 for the lock installation fee. This is due n/a
3. **Last Month's Rent**. Lessor acknowledges receipt of \$ from Lessee to be applied towards the last month's rent. If at any time during the course of this agreement or extension hereof there is an increase in rent then the Lessee shall pay to the Lessor a sum sufficient to increase the last month's rent to the increased rent level upon request. Last month is due
4. **Deposit**. Lessor acknowledges receipt of a (cleaning / security) deposit in the amount of \$. This deposit may not be used as rent. Deposit is due
5. **Pets**. No pets allowed
6. **Occupancy**. Occupancy is limited to those individuals named on the rental agreement, and who have signed the rental agreement. All other persons residing will be vacated immediately. Lessor reserves the right to charge \$200.00 per month, as a use charge, for each additional person found occupying the unit. Lessor has the right to approve additional residents based upon qualifications
 - A. **Locks**. There will be a \$100 minimum charge to any lessee who adds, changes, or removes any lock to the leased premises without the Lessor's consent. If any new locks are added, the lessee must provide a key to the superintendent or the office.
 - B. **Sublet**. The leased premises shall not be sublet without the lessor's permission. If such permission is given, a \$100.00 fee per sublet will be charged for any change in tenancy during the lease term.
 - C. **Termination of Lease**. If Lessee requests that this lease be terminated prior to the expiration of the term, written notice is required, but Lessee shall continue to pay rent until a new tenant, approved by Management, takes occupancy. Lessee shall also pay one month's rent, in addition to any broker's fees or any costs incurred to re-let the leased premises.
8. **Noise & Disturbances**. Please notify the police and management company in the event of a public disturbance.
9. **Bounced Checks**. There will be a \$50.00 charge on all bounced checks. After two bounced checks, Lessee shall make all future payments by money order or bank checks.

10. **Utilities.** Unless otherwise indicated under Additional Provisions, the lessee shall establish accounts and pay for all independently metered utilities. this provision supersedes all other references to utilities in this agreement

11. **Lock Outs & Lost Keys.** There will be a \$125.00 service charge for duplicate keys, per key and lock-out requests. 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.

12. **Deposits.** All deposits will be retained by Lessor until All Lessees of a joint tenancy vacate the unit. Deposits will be returned to remaining Lessees unless otherwise specified in writing by ALL of the original Lessees.

13. **Insurance.** Tenant's are required to carry a minimum of \$100,000 in personal liability insurance coverage . Lessor will not be responsible for losses in Lessee's premises.

14. **Service & Repairs.** Please contact the building superintendent at __n/a_____. Also, contact the management office directly at 617-869-1848. For after hours emergencies call 1-888-399-1323. Please refrain from making repairs yourself. Residents will be held liable for repair costs that are caused as a direct result from such attempts, or as a result of a resident's negligence, or misuse of equipment. Certain maintenance services are not management's responsibility such as changing light bulbs, unclogging toilets and shower drains. Any request of repairs to a clogged toilet, garbage disposal, replacement of light bulbs or for damage caused by the lessee(s) will be billed by the service technician that responds to the call. Fixtures are designed for 60-watt bulbs or less. If you use high wattage bulbs and damage the fixtures, you will be responsible for having the fixture replaced.

15. **Apartment Alterations.** You must receive written permission from our office before you add to or alter your apartment in any way. Residents are not permitted to use under any circumstances wallpaper, contact paper, paneling, or make paint alterations of any kind. Before moving, you must restore your apartment to its original condition notwithstanding reasonable wear and tear. If you neglect to do so, you will be responsible for paying cleaning fees, painting etc. for management to restore your unit.

16. **Extermination Policy.** The management may perform preventative extermination for insects and pests in all apartments and common areas. Tenants will be notified and given any pertinent instructions in advance of this service. Please report any insect or pest problems promptly to management.

17. **Trash Removal.** Tenants are responsible for properly disposing of their garbage and trash. Always be sure to place your trash in tightly sealed plastic bags. Garbage should never be stored inside your apartment or left outside your door. 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 properties on a daily basis. If improperly stored garbage is discovered the bags are opened and pieces of mail showing tenant's address are forwarded to the main office. Once the violator is

identified they are fined and reported to all Guarantors of the Lease, the City of Boston and all School and Universities if applicable.

18. **Hallways.** Do not place personal articles such as mats and footwear in the hall ways as this is a fire safety hazard. Please also refrain from placing any ornamentation or name plates on your individual apartment doors.

19. **Visitors.** Individual tenants are responsible for the conduct of their guests. Any guest who will be remaining for a two week period or more must be reported to management.

20. **Waterbeds.** Due to the potential damage and /or liability, waterbeds are not permitted in any apartment.

21. **Availability.** Lessee acknowledges that any unit occupied until the last day of the previous month may not be available for immediate occupancy. Landlord is to be given a minimum of 7 days to prepare the apartment.

22. **Roof.** Lessee is prohibited from going on the roof. \$100 fine if found on the roof for non-emergencies.

23. **Smoke/Carbon Monoxide Detectors.** Lessee acknowledges receipt of smoke/carbon monoxide detector(s) as a fixture in the leased premises and agrees to test the operation of the detector within 48 hours of occupancy. Tenant will be charged \$50 per detector that is missing or damaged. Tenants are responsible for changing batteries.

24. **Children.** Lessee agrees to give Lessor a minimum of 60 days written notice before Lessee intends to have a child reside in the leased premises, to allow the Lessor to test for and otherwise comply with the Massachusetts Lead Paint Laws.

25. **Termination.** Unless Lessor and Lessee have executed a new lease for a term beginning beyond the expiration of this lease, the Lessee and all those claiming under him or her shall vacate on or before the last day of this lease term. Should Lessee desire to remain on as a tenant beyond the term of this lease, Lessee must notify Lessor at least ninety (90) days previous to the termination date of this lease. Lessor and Lessee shall thereupon negotiate a new lease beginning on the first day after the termination of this lease. Should the Lessor and Lessee fail to negotiate a new lease the Lessee and all those claiming under him or her shall timely vacate upon the last day of this lease, leaving the premises in broom clean condition. If Lessee fails to execute a new lease with Lessor and stays on beyond the expiration date of this lease, the use and occupancy rate due and owing from the Lessee to Lessor for each month thereafter shall be the present rate plus two hundred dollars per month and all other non conflicting provisions of the last existing lease shall remain in full force and effect. As Lessor can not reasonably place Lessee's unit on the market for re-rental at expiration of present lease without confirmation of move out by Lessee, the lessee must inform lessor of my/our intention to renew our lease by January 15th of the following year of tenancy. Otherwise, should Lessee vacate at lease termination without providing said notice to Lessor; and hence, denies Lessor the ability to timely re-market said unit, Lessee shall be liable to Lessor for ongoing unit rent at the last

contract rate for a period of the lesser of either 3 months or until the unit is re-rented. Should the Lessee provide Lessor with notice of intent of Lessee to vacate at end of lease and the Lessor relying upon said notice, leases said premises to a new tenant and the existing undersigned Lessee fails to vacate at lease termination, Lessee shall indemnify Lessor from all damages claimed by new incoming Lessee caused by undersigned Lessee's failure to timely vacate. (Clause 27)

26. **Expenses.** Lessee will be responsible for reimbursing Lessor for all out of pocket costs required to enforce this lease including legal and management costs. (Initial) _____

27. **Late Fees.** Tenant shall pay a late fee of 15% of each month's rent over due in excess of 1 month, without legal cause, for each and every rental period said over due month's rent remains unpaid. (Tenant shall be repeatedly charged every month as long as the given month is outstanding). There is a \$50.00 fee expense for each 14 day notice to quit that is necessary.

28. **Grills.** NO gas or charcoal grills of any kind are permitted on the premises

29. **Fire Escapes.** These are intended for emergency purposes only. Tenant shall not use them for any other purpose.

30. **Vacating.** Tenants must vacate on the last day of the lease by 5 p.m. (noon). Anyone vacating after this time will be charged \$200 per day or any portion of the day in addition to any other costs incurred. Tenants must have units inspected and return all keys upon vacating. Tenant agrees to pay any costs incurred by the landlord to remove tenant's property and items from the apartment left by the tenant and/or clean the apartment for the tenant upon termination of the tenancy (There shall be at least a minimum charge of \$50 for this service).

The apartment must be professionally cleaned at the Lessee(s) expense prior to their departure. Receipts must be forward to Lessor within 10 days of move out. If lessor has to professionally clean the apartment, all related charges will be charged to the lessee(s)

31. **Apartment Condition Statement.** Tenant acknowledges receipt of the attached Apartment Condition Statement and Security Deposit Receipt (if applicable).

32. **No smoking within the unit.** Smoking is not permitted by tenant or guests within the premise.

33. **Occupied unit acknowledgement-** Lessee acknowledges that they have seen the actual apartment for which they have applied and that they understand they are moving into an apartment that will be occupied until the day that they take occupancy of premises. Because the apartment is not going to be vacant prior to their move in, they understand that any cleaning or maintenance work that may be necessary will have to be done after they take occupancy.

34. **Realtor fee-** Tenants understand that the realtor fee for introducing and locating the apartment is non-refundable and is due upon the signing of the lease unless otherwise noted.

Should we withdraw from taking possession of the property named above we will be responsible for the realtor fee as well as any fees collected from the lessor.

35.Showings- Tenants agree the Lessor or its designated representative entry to the apartment between 9AM and 9PM for any valid purpose (ie to show the apartment to prospective tenants or buyers, periodic inspections, maintenance and repairs) with one hour telephone notice and/or without tenants being present.

36.Rent is due no later than the 1st business day of each month by Automatic Bank Draft.

37. I we/ understand that we must inform the lessor of my/our intentions to renew our lease by January 15th of the following year of tenancy. If the tenant is undecided by January 15th Lessor reserves the right to being showing the property to prospective tenants immediately. I/we agree to let any of our agents into the apartment for showings with 1 hour noticed. If a new lease is signed by another party before their lease is renewed, I/we understand that we must relinquish our tenancy at the end of the specified term on the lease agreement. I /we have read the lease and this addendum and understand it. I/we agree to abide by this contract as it is written including each clause without exceptions.

38. This lease and addendum is the entire agreement between the parties with respect to the property and no other agreements or understandings have been made or entered into. It supersedes all prior contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing signed by landlord and tenant.

39.Per order of the City of Boston and or/ The Health Department. Tenant(s) must use "covers" on all trash bins and keep trash bins covered at all times.In addition trash bins must be brought in the same day they are picked up/emptied.Please let landlord or property manager know in advance of the need for any additional garbage pick ups/days of larger garbage loads in order to avoid fines. Tenants are responsible for all fines by the city of Boston or by the Health department for non compliance and are responsible for payments of any and all fines imposed by the city and/or state due to tenant negligence.*Please forward a copy of all notices/fees to landlord/property manager as soon as they are received

40.The cost of replacement keys incurred due to lessee failing to return keys upon vacating premises will be charged to lessee(s).

41.Any costs or damages related to delay of construction or repairs as a result of the lessee(s) will be sole responsibility of the lessee(s)

42. It is understood that this addendum is incorporated as part of the lease.

43. If the leased premise is a condominium, the Lessee(s) agree to abide by all Condominium Rules and Regulations now in effect and those which may be created or amended by the association and shall be responsible for paying all fees for violation thereof.

44. Lessee(s) are responsible for any building move in/out costs or damaged as a result of moving in/out

45. Lessee(s) and co-signers acknowledge and agree that any non payment of rent or any non-fulfillment of lease and lease agreement may be reported to all three national credit bureaus

46. No beer keg or "open" parties are allowed at any time. Tenants shall not have parties of 10 or more without the consent of the landlord. A \$100 fine will be charged to Lessee(s) each time a verified complain is filed with the landlord or the Police.

47. This lease begins at 1:00 pm on the commencement day and ends at 5:00 pm on the termination day listed on the lease.

48. Tenants are held accountable for all costs associated with timely rental payments including constable notices \$40.00 per notice, Court Filing Fees of \$135.00 Summons and Complaint fees of \$5.00, and attorney fees.

49. 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. Kunevich & Lau Property Management will hold you responsible for returning the wall to their original paint color. The original wall color for all apartments is Benjamin moore Super-Spec Flat White.

50. **Failure to Provide Forwarding Address: (\$40.00/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 \$40.00 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.

51. Tenant is responsible for all utilities (tenant to fill out utility form prior to move in).

52. Tenant(s) should not use any part of the premises for the purpose of carrying on any business, profession or trade of any kind, without first obtaining Management/Landlord's written consent.

Lessee	Date	Lessor _____
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Security Deposits are held at: _____