



LEASE

Dated: \_\_\_\_\_

Combined Properties, Inc.. (hereinafter referred to as "Management") as agent for Civic Center Associates Limited Partnership, a Massachusetts limited partnership, the owner of the property described below (the "Landlord") hereby leases to \_\_\_\_\_ (herein after referred to as "Resident"), the following apartment on the following terms and conditions:

Name of Property: 160 Pleasant Street, Malden, Massachusetts  
Apartment Address/#: 160 Pleasant Street, Apt # \_\_\_ (the "Premises")  
Malden, MA 02148

**LANDLORD AND RESIDENT COVENANT AND AGREE:**

1. **TERM.** The term of this Lease shall commence on \_\_\_\_\_, 20\_\_ ("Commencement Date") and shall terminate at 12:00 noon \_\_\_\_\_, 20\_\_.

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

"Resident" shall be construed to include the plural and, whenever appropriate according to the context, it shall include all persons claiming through or under Resident. "Apartment Community" means the building of which the Premises are a part. "Resident's Family" includes the individuals listed in Paragraph 11 hereof. "Resident's Guests" means the agents, servants, employees, visitors, guests, business and social invitees and licensees of Resident and any occupant of the Premises.

3. **RENT.** The term rent ("Rent") to be paid by Resident for the Premises is \$XX,XXX.00 payable except as otherwise provided in this Lease, in installments of \$X,XXX.00, due on the first day of every calendar month, in advance, so long as this Lease is in force and effect. The Rent shall be payable in lawful money of the United States at 300 Commercial Street #25, Malden, MA 02148 unless Landlord specifies another address in a written note to the Resident. Cash payments will not be accepted for payment of any rent, deposits, fees or any other payment due to the Landlord. Acceptable forms of payment are cashier's/bank check, money order, personal check, travelers check, or automatic payment check generated by Resident's bank, subject to the Landlord's discretion..

4. **JOINT AND SEVERAL LIABILITY.** In the event more than one party signs as Resident hereunder, the covenants, conditions and agreements contained in this Lease shall be joint and several obligations of each party (which shall include Guarantor(s), if any, in the event of default hereunder).

5. **LATE CHARGES/RETURNED CHECKS.** The Resident agrees to pay all late charges and returned check charges in the form of Cashier's Check, Certified Check or Money Order; in the event one check is returned due to insufficient funds, Resident agrees to make all future payments in such form. If any amount due under this Lease is not paid by the thirtieth (30th) day after the date which it is due, a late charge of \$25.00 plus \$1.00 per day shall be added to the rent otherwise due and shall continue to accrue until the amount due and the

late charge are paid in full or this Lease is terminated. Resident agrees to pay a charge of \$25.00 per returned check, plus the aforementioned late charge from the date rent is due.

6. LEASE BUY-OUT OR CANCELLATION OF LEASE. All Residents terminating their Lease prematurely have the option to buy out the lease in accordance with the Buy-Out Addendum to this Lease. The Resident and Landlord agree that this is a fair estimate of Landlord's damages in connection with the administrative and maintenance costs caused by the early termination of the Lease. Residents terminating a Lease prior to its expiration must provide a minimum of sixty (60) days notice of termination on or before the first day of the month along with notice of intention to exercise the lease buy-out option. If notice is provided after the first of the month, it will not be accepted until the first day of the following month, thereby extending the time period before termination.

Should the Resident not exercise the lease buy-out option and in the case of any termination of this Lease by reason of the default of the Resident, the Resident shall indemnify the Landlord from and against any loss and damage sustained by reason of any termination. The Landlord's damages hereunder shall include, without limitation, any loss of rents, reasonable broker's commissions for reletting the Premises, advertising costs, the reasonable costs incurred in cleaning and repainting the Premises in order to relet the same, and moving and storing charges incurred by the Landlord in moving the Resident's belongings pursuant to eviction proceedings. If the Landlord removes the Resident's personal property, the Landlord shall comply with all applicable laws, and shall exercise due care in handling of such property to the fullest practical extent under the circumstances, but any such removal by Landlord in accord with this Lease or a Court order or state law shall render Landlord not liable for any loss or damage to such goods or effects.

7. RELEASE OF LANDLORD. In the event of a lease of the entire Apartment Community or on termination of Landlord's interest in the Apartment Community, including without limitation, terminations by sale, assignment, death, bankruptcy or appointment of a receiver, Resident agrees to look solely to any purchaser from, or successor in interest to, Landlord for the fulfillment of Landlord's obligations under this Lease after written notice is given to Resident of the Lease of, or termination of Landlord's interest in, the Apartment Community, except as otherwise provided by law.

8. SECURITY DEPOSIT. Upon execution of this Lease, the Resident shall deposit \$500.00 with the Landlord as security for the faithful performance of all Resident obligations hereunder. Landlord shall hold such deposit in the manner required by law and shall give Resident such notices regarding such deposit as are required by law. Such deposit shall be separate from any Rent or other payments due the Landlord and the Resident shall not deduct or offset any portion of such deposit from any amounts due the Landlord. At the termination of this Lease, the Landlord shall apply such deposit only to those charges permitted by law. The Landlord shall account to the Resident for such deposit within the time required by law, itemizing such deductions as are permitted, and refunding the balance to the Resident at such forwarding address as the Resident has given the Landlord. Security deposits will not be refunded in whole or in part prior to all Residents vacating the Premises.

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

9. UTILITIES. The Resident 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 Premises and presently

separately metered. The Landlord shall furnish reasonably hot and cold water and reasonable heat during the regular heating season (except to the extent supplied through utilities metered to the Premises as stated above), but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Landlord, 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 Landlord. If permitted by law, utility meters may consist of submeters installed to allocate charges incurred by the Landlord.

10. OCCUPANCY. Resident may take occupancy of the Premises on the Commencement Date of this Lease. If Landlord allows Resident to occupy the Premises prior to the Commencement Date, Resident shall pay Landlord Rent, prorated on a 30-day basis, for the balance of the calendar month in which Resident occupies the Premises, and Resident shall be subject to all covenants and agreements contained in this Lease and all rules and regulations applicable to the Premises. If the Premises are not available for occupancy by Resident on the Commencement Date, for any reason, the rent shall be abated on a pro rata basis until possession of the premises is delivered to Resident. If the Premises remain unavailable for occupancy for at least thirty (30) days after the Commencement Date, Resident may terminate this Lease by giving written notice of termination to Landlord. Five days after Resident gives notice of termination to Landlord, this Lease shall terminate. Landlord shall promptly return to Resident any security deposit and prepaid Rent that has been paid by Resident pursuant to this Lease, and Landlord and Resident shall have no further liability under or because of this Lease.

Resident acknowledges that a portion of the building remains under construction. Resident, Resident's Family and Resident's Guests must be aware of this and Resident hereby agrees to stay away from, and to cause Resident's Family and Resident's Guests to stay away from, all active construction areas. Resident acknowledges that the ongoing construction may create some noise disturbances, dust and other inconvenience to the resident, and that the Landlord shall not be responsible for compensating the Resident for such disturbances.

In no event shall the Premises be occupied by more than two persons (adult or child) per bedroom.

11. USE OF PREMISES. Unless otherwise stated in this Lease, the Premises shall be used solely for private residential purposes. The following is a list of the individual(s) who intend to occupy the Premises:

Name: \_\_\_\_\_ Age (if under 18): \_\_\_\_\_  
Name: \_\_\_\_\_ Age (if under 18): \_\_\_\_\_  
Name: \_\_\_\_\_ Age (if under 18): \_\_\_\_\_  
Name: \_\_\_\_\_ Age (if under 18): \_\_\_\_\_

Resident shall not permit the Premises to be occupied for a period longer than a temporary visit by anyone other than Resident, the individuals named in this Paragraph 11, 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 assent in writing of the Landlord.

12. CLEANLINESS. Resident shall keep the Premises in a clean condition at all times. No dirt, garbage, refuse or any other substances shall be disposed of from the Premises or the Apartment Community except in proper receptacles. Resident shall not permit anything to fall or be thrown from the windows or doors in the Premises, or from the common area resident patio, and Resident shall not cause any damage to the Premises.

13. DISTURBANCE & ILLEGAL USE. Resident shall not make or permit disturbing noises to be made by Resident's Family or Resident's Guests in the Premises or the Apartment Community or the grounds of the Apartment Community or permit anything to be done by such persons which is unlawful, improper or otherwise offensive to, or, which will interfere with the rights, comforts or convenience of, other tenants in the Apartment

Community. No instruments or appliances, including but not limited to musical instruments, tape recorders, radios, televisions, stereo systems, or other equipment producing amplified sound, shall be operated in a manner so as to be heard outside the Resident's apartment. No signs or other articles shall be hung or shaken from or affixed to the windows, doors, common area resident patio, exterior walls or exterior window sills without prior written Landlord permission.

14. **KEYS AND LOCKS.** Landlord may retain a key to the Premises. Resident shall not alter any lock or install a new or additional lock or locks on the Premises without Landlord's written consent and then only if Resident provides Landlord with an additional key for such altered, new or additional lock. Any such lock, once installed shall not be removed at or before the termination of this Lease without Landlord's written consent and shall become the property of the Landlord when installed on the Premises. If Resident fails to supply Landlord with a key, as stated above, Landlord may terminate this Lease as provided for in this Lease. On termination of this Lease, Resident shall deliver all keys and any locks on the Premises to Landlord. If Resident fails to deliver all keys, Landlord may change the lock or locks on the Premises and charge the Resident with the cost of changing the lock or locks. Delivery of keys to Landlord or anyone acting on Landlord's behalf shall not constitute a surrender or acceptance of surrender of the Premises unless so stated by Landlord in writing.

15. **PARKING RIGHTS.** Landlord may regulate the manner, time and place of all parking. Landlord may regulate, limit, or prohibit from the Premises or Apartment Community the use and storage of motorized and non-motorized vehicles including without limitation the following: Motorcycles, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles and unregistered vehicles. Parking in the Apartment Community by Resident, if any, shall be as specified in the Parking Addendum attached hereto. Parking availability and assignments are subject to change at the Landlord's discretion.

16. **PET POLICY.** No pets shall be kept in or on the Premises, nor permitted or allowed on the Premises or Apartment Community by Resident, Resident's Family or Resident's Guests without written consent by Landlord given in Landlord's total discretion, and in accordance with the attached pet addendum (if applicable), which consent may be revoked for violation of the terms of the Pet Addendum attached hereto.

17. **SUBLETTING AND ASSIGNMENTS.** Resident shall not assign or sublet all or any part of the Premises, nor permit any other person not specifically named in this Lease to occupy the Premises, nor shall Resident license the use of the Premises to anyone, or rent any room in the Premises without first obtaining the Landlord's written consent which may be withheld in Landlord's total discretion, and which consent is necessary in each such instance. Resident's interest in this Lease may not be transferred by operation of law. Any such assignment, sublease, license or transfer of the Premises without Landlord's written consent, is an event of default under this Lease. Landlord may charge Resident an administrative fee equal to one-half of one month's rent in the event Landlord chooses to consent to an assignment, sublease, license or transfer of Resident's interest in this Lease, or to the substitution of a Resident under this Lease, and the Landlord may further require a replacement Lease being executed by the remaining or new tenants for the balance of the term as if a new tenancy was being created.

18. **NON-PERFORMANCE OR BREACH BY RESIDENT.** Rent is due on the first (1st) day of the month and shall be late and in default if received on or after the fifth (5th) day of the month for which it is due. All other amounts owed to the Landlord shall be due and payable as rent and shall be late and in default if received by the Landlord more than thirty (30) days after the date on which billed. The Resident further agrees to pay any and all costs, expenses and fees incurred in collecting money owed to the Landlord or in enforcing any of the Landlord's rights under this Lease, including attorney's fees.

If the Resident shall fail to comply with any lawful term, condition, covenant, obligation or agreement expressed herein or implied hereunder, or if the resident shall be declared bankrupt or insolvent according to law

or if any assignment of the Resident's property shall be made for the benefit of creditors, or if the Premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Landlord without necessity or requirement of making any demand or entry may (subject to the Resident's rights under applicable law) terminate this Lease by

a) a seven (7) day written notice to the Resident to vacate the Premises in case of any breach except only for non-payment of rent, or

b) a fourteen (14) day written notice to the Resident to vacate the Premises upon the neglect or refusal of the Resident to pay the rent as herein provided.

Termination of possession rights or subsequent reletting by Landlord shall not release Resident from liability for future rentals under this Lease except as provided by law. After Landlord gives notice to vacate or after Landlord files an eviction action, Landlord may still accept Rent or other sums due, and such notice, filing or acceptance shall not waive or diminish Landlord's right to eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive the Landlord's right to property damages, and to past or future Rent that is delinquent. Landlord may report unpaid rental or unpaid damages to local credit agencies for recordation in the Resident's credit record. 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.

19. **INSURANCE AND INDEMNIFICATION.** The Resident shall obtain and maintain a renter's insurance policy insuring the Resident's personal property from an insurance company licensed to do business and in good standing in the Commonwealth of Massachusetts. All personal property in any part of the Apartment Community within the control of the Resident shall be at the sole risk of the Resident. Subject to the provisions of applicable law, the Landlord shall not be liable for loss of or damage to Resident's property of any kind, whether such loss or damage is caused by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the Premises, or in any storage space or elsewhere in the Apartment Community, or for any personal injury unless caused by the negligence of the Landlord. The Resident agrees to indemnify and save the Landlord and Landlord's agents harmless from all liability, loss or damage arising from any nuisance made or suffered on the Premises or the Apartment Community by the Resident, the Resident's Family or the Resident's Guests, or from any carelessness, neglect or improper conduct of any such persons.

20. **RENEWAL OF LEASE.** At least sixty (60) days before the expiration of the original or any renewal term of this Lease, the Resident must give written notice of his intention to renew this Lease or his intention to allow this Lease to expire. The Resident shall be liable for the Landlord's damages including, without limitation, any Rent loss, if the Resident fails to give such written sixty (60) days notice or fails to surrender possession of the Premises at Lease expiration. Notwithstanding Resident's notice of intention to renew, this Lease shall only be renewed if Landlord and Resident agree on renewal terms and enter into an extension of Lease or a new Lease within thirty (30) days after Landlord receives Resident's notice of intention to renew. If after giving notice of Resident's intention to renew, Resident and Landlord fail to execute such extension or renewal within such thirty (30) day period, Resident shall be deemed to have elected to allow this Lease to expire and Resident shall be expected to vacate the Premises at the end of the Lease term. The Landlord shall have the right to have applicants admitted, with reasonable notice and at all reasonable hours, to view the Premises until rented, if no such notice of renewal is received by the Landlord or no extension of Lease or new Lease is executed hereunder.

21. **COMPLIANCE WITH LAWS AND CARE OF PREMISES.** Resident accepts the Premises "AS IS" except for (a) any repairs or maintenance that Landlord is required to make by applicable laws, ordinances or

government decisions, rules or regulations, and (b) any items which cannot reasonably be inspected by Resident prior to occupancy by Resident, and which are objected to in writing by Resident within fifteen (15) days after Resident takes occupancy of the Premises, or such longer period as is required by law or by any Rider attached hereto. Resident shall make no alterations, decorations, additions or improvements in or to the Premises, or nail or screw anything into the walls of Premises, without Landlord's prior written consent, and then only on such terms as Landlord may approve. Resident shall not cause or permit any waste or nuisance on the Premises nor allow the water to the Premises to be wasted. Resident shall keep the Premises in good repair, order and condition and except as otherwise required by law or provided in this Lease, Resident shall repair and replace promptly any and all damage to the Premises, including but not limited to, any damage to glass, that may occur. At the termination of this Lease, Resident shall deliver to Landlord the Premises and all property belonging to Landlord in good, clean, and tenantable order and condition, reasonable wear and tear only excepted. If Landlord so requests, Resident at Resident's expense shall remove any alteration, decoration, addition or improvement made by Resident during Resident's occupancy of the Premises under this Lease or any prior leases of which this Lease may be a renewal or an extension, and Resident shall restore the Premises to their former condition, reasonable wear and tear excepted. No waterbeds shall be permitted in the Premises. No washing machine or clothes dryer, air conditioning unit, television aerial or other aerial, space heater or other like equipment shall be installed without prior written permission from the Landlord.

22. **LANDLORD'S ADDITIONAL DAMAGES.** This Lease is a binding legal contract. If the Landlord terminates this Lease because of the Resident's noncompliance with its terms or with the terms of any applicable law, rule or regulation, or because of the Resident's failure to pay Rent or other amounts owed hereunder, the Landlord shall have a claim for Rent and/or possession of the Premises (which may result in Resident's eviction), and a separate claim for actual damages for breach of this lease. Such claims may be enforced by civil litigation or by any other manner permitted by law. Subject to any obligation the Landlord may have to attempt to relet the Premises, actual damages for a breach of the Lease may include a claim for such Rent as would have accrued until the expiration of the then current term (original or renewal), or until a tenancy pursuant to a new Lease (rental agreement) commences, whichever occurs first.

23. **GOVERNMENT REGULATIONS.** If Landlord is prevented from or delayed in supplying any services or otherwise performing the terms of this Lease because of any law, regulation or action of any government agency or for any other reason beyond Landlord's reasonable control, Resident shall not be excused from the timely performance of Resident's obligations and covenants under this Lease. Subject to applicable law, Landlord shall not be liable for delay or failure to perform under the Lease occasioned by any circumstances beyond the reasonable control of the Landlord.

24. **ACCESS TO PREMISES AND INTERRUPTION OF UTILITY SERVICE.** Landlord may enter the Premises at any reasonable time to inspect, repair, maintain or improve it, or to show the property to a prospective purchaser, resident, or lender. The Landlord may also enter upon the Premises if same appears to have been abandoned by the Resident, or for any other reason permitted by law. Except in the case of an emergency, a Resident-requested work order, apartment condition report or, if it is impractical to do so, the Landlord shall give the Resident reasonable notice of its intent to enter the Premises. Landlord may temporarily disconnect any utility or other service to the Premises and shall not be liable to Resident for any inconvenience, disturbance or loss of utility or other services during the period of any necessary maintenance, repair, addition or improvement to the Premises or the Apartment Community, nor shall Resident to be entitled to a reduction in Rent because of any interruption in the utility or other services to the Premises or the Apartment Community or because of any interruption in service resulting from causes beyond the Landlord's reasonable control, except as otherwise provided by law. The right of access granted in this paragraph shall not be limited by Resident's absence from the Premises. The provisions of this paragraph shall not obligate the Landlord to maintain or to make any alteration, addition, repair, or improvement to the Premises.

25. FIRE/OTHER DESTRUCTION. If the Premises are damaged by fire or other casualty to the extent that Resident's use and enjoyment of the Premises is substantially impaired, Resident may vacate the Premises and give notice to the Landlord within seven (7) days after the damage, of Resident's intention to terminate this Lease, in which event this Lease shall terminate as of the date the Resident vacates the Premises and the Rent shall be prorated on a 30-day basis to the date Resident vacates the Premises. If Resident's continued occupancy of the Premises is lawful, Resident may vacate that portion of the Premises rendered unusable, and the Rent shall be reduced in proportion to the nature and extent of the damage to the Premises from the date Resident vacates the unusable portion of the Premises until the repair of the damage to the Premises is substantially completed by Landlord. If the Premises or the Apartment Community are damaged by fire or other casualty and if the Resident does not terminate this Lease as provided above, then within sixty (60) days after the damage, Landlord shall either (a) terminate this Lease by giving written notice of termination to the Resident or (b) commence to repair any damage to the Premises, at Landlord's expense. If Landlord elects to terminate this Lease, this Lease shall terminate thirty (30) days after the date Landlord gives written notice of termination to Resident, and the Rent shall be prorated on a 30-day basis to the date of termination. If neither Landlord nor Resident elects to terminate this Lease and the Premises are damaged so as to be un-tenantable, Resident shall vacate the Premises as soon as possible and the Rent shall be abated as of the date of the damage until the repair of the damage to the Premises is substantially completed by the Landlord. Landlord shall not be liable for delay in the repair of the damage to the Premises caused by reason of adjustment in insurance covering the damage or by any reason beyond Landlord's reasonable control. Nothing contained in this Lease shall be construed to relieve Resident or Resident's Family of any liability to Landlord, including without limitation, lost rentals for the balance of the terms of Leases then un-expired in the Apartment Community or in any other structure, caused by the negligence of Resident, any member of Resident's Family or any of Resident's Guests.

26. EMINENT DOMAIN. If all or substantially all of the Premises or the Apartment Community are taken under power of eminent domain or by sale under threat of condemnation, or by action of the city or other authority, or if it shall suffer any direct or consequential damage for which the Landlord or Resident shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term or any extension of renewal thereof, then this Lease shall terminate on the date possession or title is taken, whichever is earlier, and the rent shall be prorated on a 30-day basis to that date. Substantially all of the Premises or Apartment Community shall be deemed to have been taken or sold if the portion remaining of either the Premises or the Apartment Community cannot, in the judgment of Landlord, be made reasonably usable for residential purposes in substantially the same manner as before the date of the taking or sale. If less than substantially all of the Premises or the Apartment Community are so taken or condemned, then within thirty (30) days after the taking or sale, whichever is earlier, Landlord may terminate this Lease by giving written notice of termination to the Resident. If Landlord elects to terminate this Lease, this Lease shall terminate thirty (30) days after Landlord gives written notice of termination to Resident, and the rent shall be prorated on a 30-day month basis to that date. Until the Premises are reasonably usable for residential purposes, the Rent shall be abated and thereafter the rent shall be reduced in proportion to any diminution in fair rental value of the Premises. All the compensation and payments resulting from any taking or sale of the Premises or the Apartment Community, under the power of eminent domain or threat of condemnation, belong to Landlord, and Resident has no right or interest in them, except for any compensation or payments made for relocation of Resident. The Resident hereby assigns to the Landlord any and all claims and demands for damages on account of any such taking or condemnation or for compensation for anything lawfully done in the pursuance of any public authority, and covenants with the Landlord that the Resident will from time to time execute and deliver to the Landlord such forth instruments of assignment of any such claims and demands as the Landlord shall request, provided however, that the Resident does not assign to the Landlord any claim based on the Resident's personal property or other improvements belonging to the Resident and installed by the Resident with the Landlord's written permission.

27. FAILURE TO VACATE. If Resident or any member of Resident's Family remains in occupancy after

notice by Landlord to quit the Premises, Resident shall be liable for and Landlord shall be entitled to collect from Resident during such period of holding over the entire Rent for any month in which such extended occupancy occurs. Acceptance by Landlord of Rent during such period of holding over shall not create a new tenancy nor shall it be deemed a renewal of this Lease. If Landlord employs the services of an attorney to regain possession of the Premises or to recover amounts due under this Lease, Resident shall be liable to Landlord for all legal costs and attorney's fees incurred by the Landlord.

28. **REMOVAL OF GOODS.** Resident agrees that if the Landlord removes the Resident's personal property, pursuant to the terms hereof or of any Court order, Landlord shall not be liable or responsible for any loss of or damage to such property, and the Landlord's act of so removing such property shall be deemed to the act of and for the account of the Resident, provided however that, if the Landlord removes the Resident's personal property, he complies with all applicable laws and shall exercise due care in the handling of the items to the fullest extent practical under the circumstances.

29. **MORTGAGES.** If at any time during the term of this Lease there shall be placed on the Apartment Community or the Premises a mortgage insured or guaranteed or otherwise regulated, pursuant to a provision of the National Housing Act, as from time to time amended, or pursuant to any other federal, state or municipal legislation, then all applicable statutory provisions and the regulations adopted under such provisions shall be deemed incorporated in this Lease by reference, and in addition, such provisions shall supersede any of the terms, covenants, conditions and obligations of this Lease to the extent in conflict with the provisions of this Lease. Unless a mortgagee elects otherwise, this Lease is made expressly subordinate to any mortgage or mortgages which may now exist on the Apartment Community or the Premises, or which Landlord may place on the Apartment Community or the Premises. Resident agrees to attorn to any mortgagee or to any purchaser of the Premises in connection with the foreclosure of a mortgage on the Premises, and Resident will recognize the then owner of the Premises as its Landlord under this Lease, and Resident agrees to execute and deliver, on the request of any mortgagee or purchaser of the Premises, any instrument which may be necessary or appropriate to evidence such attornment and subordination.

30. **TRUSTEE.** In the event that the Landlord 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 the Premises, the use or the maintenance of said building or its approaches or equipment.

31. **WAIVER.** The waiver of one or more breaches of any term, condition or agreement contained in this Lease shall not be construed as a waiver of any subsequent breach of this Lease.

32. **NOTICE.** Written notice from the Landlord to the Resident shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt requested to the Resident at the address of the Premises, or if delivered or left in or on any part thereof, provided 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 Resident or anyone expressly or impliedly authorized to receive messages for the Resident, or by any adult who resides with the Resident in the Premises. Written notice from the Resident to the Landlord shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Landlord at his address set forth in the first paragraph of this lease, unless the Landlord shall have notified the Resident of a change of the Landlord's address, in which case such notice shall be so sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord.

33. **SEPARABILITY CLAUSE.** If any provision of this Lease or any part of such provisions, or the ap-



plication of any provisions to any person or circumstances, shall be invalid or unenforceable by legislation or judicial decision, the remainder of this Lease or the remainder of such provision shall not be affected by such holding.

34. REPRESENTATIONS. The Resident acknowledges that the Resident has not been influenced to enter into this Lease, nor has Resident relied upon any warranties or representations not set forth in this Lease. This Lease embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Premises. Resident further acknowledges and represents that Resident has read and understands the provisions of this Lease.

35. COPIES. The Landlord shall deliver a copy of this Lease, duly executed by the Landlord, or his authorized agent, to the Resident within thirty (30) days after a copy hereof, duly executed by the Resident, has been delivered to the Landlord.

36. GOVERNING LAW AND MISCELLANEOUS PROVISIONS. Irrespective of where this Lease is executed, this Lease shall be construed under the laws of the Commonwealth of Massachusetts, and this Lease binds and benefits Landlord and Resident and their respective successors and transferees, may be modified only in writing, and may be signed in counterparts, each of which is an original.

37. REPRISALS PROHIBITED. The Landlord acknowledges that provisions of applicable law prohibit a Landlord from retaliating or threatening to retaliate against a Resident for exercising their legal rights with regard to this lease agreement.

38. COMMON AREAS. No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed/stored in the halls or other common areas or passageways, including but not limited to stairwells, garage spaces, common resident patio, fitness area, common dining room, common kitchen or media room.

39. REPAIRS & MAINTENANCE.

For any maintenance request or emergency during normal business hours (Monday – Friday, 9am-6:00pm, subject to change), contact: Management Office at 781 388 0300. For urgent/emergency maintenance needs occurring after-hours or on weekends contact: Management Office at 781 388 0300.

The Resident agrees with the Landlord that, during the term of this lease and for any subsequent renewals or occupancy of the Premises, the Resident will at all times keep and maintain the unit 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 Landlord and the Resident agree to comply with any responsibility which either may have under applicable law to perform repairs upon the Premises. If Resident fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Landlord may (but is not obligated to) make such repairs and the Resident shall reimburse the Landlord for the reasonable cost of such repairs in full upon demand.

\*\*\*\*\*

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

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Civic Center Associates Limited Partnership – Landlord  
Signed by Authorized Representative of Combined Properties, Inc., Agent

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

### Guaranty of Lease

In consideration of the execution of the within lease by the Landlord at the request of the undersigned and of one dollar paid to the undersigned by the Landlord, the undersigned hereby, jointly and severally, guarantee the Landlord, and the heirs, successors, and assigns of the Landlord, the punctual performance by the Resident and the legal representatives, successors and assigns of the Resident of all the terms, conditions, covenants, obligations, and agreements in said lease on the Resident's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive(s) all suretyship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Resident.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

\_\_\_\_\_  
\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
\_\_\_\_\_  
Guarantor

Any attached Apartment Condition Statement, Rent and Security Deposit Receipt, Guarantor/Co-signer Addendum, Lease Buy-Out Addendum and any other addenda shall supersede any conflicting provisions of this Lease.

### Addenda:

- A. Concession Addendum
- B. Smoke Detector and Carbon Monoxide Detector Agreement
- C. Parking Addendum
- D. Accessible Unit Addendum
- E. Lease Buy-Out Addendum
- F. Pet Addendum
- G. Landlord's Rules and Regulations
- H. Storage Space Addendum

160 Pleasant Street  
CONCESSION ADDENDUM

This agreement, made between Civic Center Associates Limited Partnership (herein called Landlord) and \_\_\_\_\_ (called Resident),

Whereas, by lease dated, \_\_\_\_\_ Landlord leased to Resident the premises known as, 160 Pleasant Street, Apt. # \_\_\_\_, Malden, MA.

Now therefore, Landlord and Resident for mutual consideration received, hereby agree as follows:

FREE RENT

Landlord and Resident agree to a lease term from \_\_\_\_\_ to \_\_\_\_\_ at a rental rate of, (\$X,XXX.00) per month with free rent totaling \$XXXX.00 deducted and prorated over twelve months, bringing the effective rent to \$X,XXX.00 per month from \_\_\_\_\_ to \_\_\_\_\_.

It is understood that any free rent will be charged back to Resident at the monthly rate should the Resident default on any term of this lease or if the Resident does not complete the full term of this lease. Applicable lease break charge will also be applied in the event that the Resident does not complete the full term of this lease (a copy of which are available at the Rental Office).

In witness thereof, this agreement is executed as a sealed instrument as to the date first herein written.

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

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

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

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

Owner: Civic Center Associates Limited Partnership

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

Authorized Representative of Combined Properties, Inc., Agent

160 Pleasant Street  
SMOKE DETECTOR AND  
CARBON MONOXIDE DETECTOR AGREEMENT

This Agreement is entered into this \_\_st day of \_\_\_\_\_, 20XX, by and between Civic Center Associates Limited Partnership (“Landlord”), and \_\_\_\_\_ (“Resident”). In consideration of their mutual promises, Landlord and Resident agree as follows:

1. Resident rents from Landlord the premises located at 160 Pleasant Street, Apt. \_\_\_\_\_, Malden, MA 02148, pursuant to the Lease dated \_\_\_\_\_. This Agreement is an addendum to and part of the Lease.
2. The premises are equipped with smoke detection device(s) and carbon monoxide (“CO”) detection device(s).
3. The Resident acknowledges the smoke detector(s) and CO detector(s) were tested and their operation were demonstrated by Management in the presence of the Resident. At the time of initial occupancy the smoke detector(s) and CO detector(s) in the unit worked properly.
4. Each Resident shall perform the manufacturer’s recommended test to determine if the smoke detector(s) and CO detector(s) are operating properly at least once a week.
5. Resident acknowledges that entry to the premises by Landlord for periodic inspection and maintenance of the smoke detector(s) and CO detector(s) will be necessary and consents to such entry at reasonable times and upon reasonable advance notice (except in case of emergency) by Landlord.
6. Tampering with, damaging or otherwise inhibiting the full functional operation of these devices is prohibited.
7. Resident must inform the owner or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).

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

Owner: Civic Center Associates Limited Partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of Combined Properties, Inc., Agent

160 Pleasant Street  
LEASE BUY-OUT AGREEMENT

RESIDENT(S) NAME(S): \_\_\_\_\_  
APARTMENT: 160 Pleasant Street, Apt. # \_\_\_\_\_ Malden, MA 02148

The following are the terms of liability and the break down of the Lease Buy-Out should Resident decide to vacate prior to completion of Resident's current Lease with Civic Center Associates Limited Partnership dated \_\_\_\_\_. Should Resident terminate the lease agreement prior to its expiration and elect to not buy-out the Lease, Resident's obligations to the Landlord shall be governed by Clause 6, Paragraph 2 of the Lease.

- A. Resident must provide 2 full months [sixty (60) days] written notice on or before the first day of any calendar month they intend to vacate. The vacate date in any situation will always fall on the last day of the month. Rent for that month is the responsibility of the Resident.
- B. The Security Deposit, if applicable, will be returned to the Resident with interest, less any damages in accordance with state law.
- C. Resident is liable for the following Lease Buy-Out Payment, which is based upon the total time the Resident occupies the apartment within the current lease period.
- D. All Rent discounts or "free rent" used or applied towards Rent during resident(s) current lease period must be paid back in full to Landlord. "Free rents" and Discounts cannot be applied towards termination fees.

VACATE DATE	LEASE BUY OUT PAYMENT
Months 1-4	Payment equal to three (3) months rent
Months 5-8	Payment equal to two (2) months rent
Months 9-13	Payment equal to one (1) months rent

.....

Agreed to by:

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

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

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

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

Owner: Civic Center Associates Limited Partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of Combined Properties, Inc., Agent

## PARKING ADDENDUM

Garage parking for residents is available on a monthly basis for a fee of \$75.00 per month. If a resident chooses not to use garage parking at 160 Pleasant Street, they will be responsible for their own parking elsewhere. Towing of unauthorized vehicles from the garage will be strictly enforced. Residents should inform their visitors and guests of the parking policy. Visitors and guests may not park in the garage at 160 Pleasant Street or anywhere else on the property.

Residents may arrange for parking at the Management Office. An access device will be provided to all paid garage patrons.

### Garage Parking Policy

- 1) Garage spaces are available at \$75.00 for the first vehicle during the term of the lease dated \_\_\_\_\_. Second spaces may be granted at the sole discretion of the Landlord based on current or anticipated availability for a monthly fee of \$75.00.
- 2) Residents with parking permits shall park only in their assigned space(s). Parking assignments are subject to change at the discretion of the Landlord. Vehicles parked in a space other than that which the Resident is assigned will be towed without notice and at the Resident's expense.
- 3) Only roadworthy vehicles are allowed to park in the garage. Vehicles must display a valid registration plate and inspection sticker. The garage is not to be used to store vehicles.
- 4) Illegally parked vehicles will be subject to towing at vehicle owner's expense with no warning.
- 5) Non-payment of monthly parking fees will result in loss of access to garage.
- 6) Residents wishing to cancel their parking must notify management in writing prior to the beginning of the month in which they wish stop parking in the garage. Notification received after the first of the month will be accepted for the following month. No prorated charges will be granted.
- 7) Reckless driving or damage to persons or property will be grounds for voiding the access device and license to park immediately.
- 8) Patrons are not to litter the garage or grounds. Trash receptacles are provided on each level for your convenience.
- 9) Patrons must lock and secure their vehicles. Valuables should be secured and not left out in plain view.
- 10) Vehicle repairs including oil changes and washing are not allowed in the garage.
- 11) Violation of these rules is grounds for termination of parking privileges.
- 12) Residents who wish to lease a handicapped parking space must possess a handicapped-parking decal, tag or plate issued by the Massachusetts Registry of Motor Vehicles. Resident Handicapped Parking is subject to the same terms and conditions outlined in this agreement.

Parking is at the risk of the vehicle owner. Civic Center Associates Limited Partnership and its Agents are not responsible for any liability in connection with the use of the garage. Civic Center Associates Limited Partner-

ship does not secure garage users personal safety and is not responsible for any damage or theft of vehicles or personal property. Garage patrons park at their own risk.

I have read and understand this policy. I agree to comply with this policy. I understand that I park at my own risk and that Civic Center Associates Limited Partnership is not responsible for any loss, theft or injury that may result in connection to my use of the garage. I understand that if my vehicle is subject to towing as a result of violations of this policy, I will hold Civic Center Associates Limited Partnership and their Agents harmless for any damages or loss that are incurred.

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

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

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

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

Owner: Civic Center Associates Limited Partnership

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

Authorized Representative of Combined Properties, Inc., Agent

Vehicle Registration Information

Space Designation: \_\_\_\_\_ # of Spaces: \_\_\_\_\_

_____			_____			
Name			Apartment Number			
_____			_____			
Home Telephone Number			Work Telephone Number			
_____			_____			
_____	_____	_____	_____	_____	_____	_____
Plate Number	State	Year	Make	Model	Color	
_____	_____	_____	_____	_____	_____	_____
Plate Number	State	Year	Make	Model	Color	

Resident: _____	Date: _____
Resident: _____	Date: _____
Resident: _____	Date: _____
Resident: _____	Date: _____

Signature constitutes acceptance of the parking rules and agreement to abide by the conditions of the parking policy.



## Addendum to Lease Agreement – Pet Clause

1. It is understood and agreed that this addendum shall be incorporated in the lease document dated \_\_\_\_\_.
2. If any provision of this addendum is violated, management reserves the right to demand removal of the tenant and the pet(s) identified in clause (3) of this addendum from the community.
3. Lessor hereby grants permission for Resident to have \_\_\_\_\_ (animal name/type) in the Premises located at 160 Pleasant Street, Unit #\_\_\_\_.
4. The pet is not allowed outside the apartment at any time, except as noted in No. 5 and 6 below.
5. Cats must be in a carrier on occasions when they must leave the Premises (i.e. for vet visits). Dogs must be leashed at all times when outside the confines of the Premises on Apartment Community property. Animals are not permitted in the public areas of the building or grounds, including without limitation common area recreation rooms, fitness room, dining room, kitchen, restrooms and management offices, except for the purpose of transporting them. Animals may not be walked or otherwise entertained on the property grounds. Resident shall not bring the pet into other dwelling units.
6. Pets must be properly cared for and groomed. Owners must immediately clean up after their dog when walking outside, or if they create a mess inside the building or common areas. Litter boxes must be kept clean and tidy to avoid odors that may disturb neighboring tenants.
7. The approved pet may not be replaced should it die or otherwise permanently leave the leased premises without express written permission from the landlord.
8. Tenant is responsible for the pet's behavior. Tenant understands that they are liable for damages caused by the pet, including injury to others and damage to personal property and the property of the lessor. If the pet is found outside the apartment or causing damage or disturbing other tenants, they must be immediately and permanently removed from the premises and tenant may not replace the pet with another. Tenant will receive one warning notice in writing of an infraction. Subsequent violations will result in the request for the animal's removal.
9. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not create a nuisance to neighbors with barking, whining, or other unruly behavior.
10. Tenant must complete a Pet Application with references, which shall include a recent color photo of the animal for its file and documentation of rabies vaccination. Documentation current dog license will be required and must be updated annually with management's file for the continued residence of the dog.
11. Lessor reserves the right to prohibit certain breeds (whether purebred or mixed) of animals from residency, including but not limited to: Wolf dogs, Staffordshire Bull Terriers, Pit Bull Terriers, Kerry Bull Terriers, Rottweilers, Dobermans, Bull Mastiffs/Mastiffs, German Shepherds, Alsantian Shepherds, Husky (all varieties including Samoyed), Chows, Spitz, Giant Schnauzer, Boxers, Airdales, Great Danes, Chesapeake Bay Retrievers, Akitas, Dalmatians and St. Bernards.
12. Lessor reserves the right to restrict pets to no greater than 60 pounds, and/or that will not grow to exceed 60 pounds at maturity.

13. All pets over the age of six months must be spayed or neutered. Puppies under 6 months of age, or that are not yet spayed/neutered and/or housebroken, will not be permitted.
14. Pets are not to be tied or left unattended outside on the premises, or in any common area.
15. At no time are any pets permitted on the common area patio on the 2nd floor.
16. No "visiting" pets are permitted.
17. Prior to move-out, management will inspect the apartment for any pet damages, including but not limited to damage to carpets and flooring. Damages will be deducted from lessee's security deposit.
18. In a self-contained building with common interior hallways, all residents living in the immediate vicinity of the pet owner must be free to oppose the introduction of a pet into the building if allergies to animal hair or dander will be detrimental.
19. Tenant agrees to pay the following pet rent and/or fee:
  - \_\_\_ \$25.00 per month per cat pet rent (2 cat max per apt)
  - \_\_\_ \$50.00 per month per dog pet rent (1 dog max per apt)
  - \_\_\_ \$250.00 one-time pet fee per dog (non-refundable)
  - \_\_\_ \$175.00 one-time pet fee per cat (non-refundable)

Signed and assented to below:

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

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

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

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

Owner: Civic Center Associates Limited Partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Representative of Combined Properties, Inc., Agent

Emergency Contact Information

1. First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Email address \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Relationship \_\_\_\_\_

2. First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Email address \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Relationship \_\_\_\_\_

3. First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
Email address \_\_\_\_\_

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Relationship \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Signature constitutes all above information is correct and current. Any changes to the above information must be provided to the Management Office.