

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

DATE: January 27, 2017

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

Lessor hereby leases to: **Jane And John Brown**

(Jointly and Severally) the following premises, viz.: (apartment) (Suite) **302** at **755 Boylston Street Boston**, Massachusetts **02116**

Consisting Of: **All rooms 755 Boylston unit #302**

for the term of **12 (twelve) Months**, beginning **November 1, 2016** and terminating on **October 31, 2017**.

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

**Rent:**

**A:** The term rent shall be **\$72,000.00**, payable, except as herein otherwise provided, in installments of **6000.00** payable on the **first** day of every month, in advance, so long as this lease is in force and effect:

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

*TENANT:*

*This section governs Rent payments. In some cases rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.*

***Lessee's initials:***

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

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

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

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

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

**1. Maintenance:**

For maintenance contact: Heath Properties (617) 266-1168 or the Concierge Desk at 617-266-7904. Maintenance requests can also be submitted via e-mail: [maintenance@heathproperties.com](mailto:maintenance@heathproperties.com)

**2. Additional Provisions:**

1. Lessor requires direct debit rental payments from the 1<sup>st</sup> lessee named on the lease.
2. Additional provisions attached are incorporated herein by reference.

- 3. Heat and Other Utilities**      The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the demised premises and presently separately metered. Lessee shall be responsible for duct cleaning as necessary, if those ducts provide heating or cooling to said premises. The Lessor agrees that he will furnish reasonably hot & cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the demised premises as stated above) during the regular heating season, all in accordance with applicable laws, but the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the responsible control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Lessor.
- Tenant: This section governs utility payments. Be sure to discuss with the Lessor those utility payments which will be required of you.
- 4. Attached Forms**      The forms, if any attached hereto are incorporated herein by reference. This includes Additional Provisions, Deposit Receipt Form, Apartment Condition Statement, ACH Debit Form, Tenant Lead Law Notification, Tenant Certification Form, Administrative Inspection Consent Form, and Guarantor forms, when applicable.
- 5. Care of Premises**      The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, not make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good clean and tenable order and condition, reasonable wear and tear excepted. Lessee will be held liable for any and all damages, cleaning costs, rubbish removal and furniture removal. No washing machines, air conditioning units, space heater, clothes dryer, television antennas or other aerials, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.
- 6. Cleanliness**      The Lessee shall maintain the leased premises in a clean and sanitary condition. He shall not sweep, throw or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building, hallway, laundry room or the land adjacent thereon. Trash chutes are available in the hallways of the building for tenants' use. The trash chute may only be used for bagged garbage. No boxes, hangers, metal, glass, hazardous waste or excessively large objects may be dumped down the chute. Violators may be liable for costs to repair damages to the compactor resulting from improper use. Recycling bins are located in the stairwells for tenants' use. Failure to abide by these provisions will result in a \$500.00 fee.
- 7. Delivery of Premises**      In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay or the Lessor, at his election shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or the Lessee may terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession on behalf of and in the name of Lessee
- 9. Eminent Domain**      If the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purposes by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessee or Lessor shall be entitled to compensation by reason for anything lawful done in pursuance of any public authority after the execution hereof and during said term, or any renewal or extension thereof, then at the option of either the Lessor or the Lessee, this lease and said terms shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving a written notice of exercise of such option to terminate in the manner described in Section 17 of the lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking nor (b) later than thirty (30) days after the effective date of taking. The mailing if the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon giving of such notice, this lease shall be terminated as of the date of the taking. If the lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the lease premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent herein before reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the lessor such further instruments of any such claims and demands as the Lessor shall request, provided however that the lessee does not assign to the Lessor any claim based upon personal property or to other improvements installed by Lessee with Lessor's written permission.
- 10. Fire, Other Casualty**      If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Lessee for access to and egress from the leased premises rendering the same or any part thereof unfit for the use and occupation, a just proportion of the rent hereinbefore reserved according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for use and occupation. If the leased premises or such common areas have not been restored by the Lessor to substantially their former condition within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this lease shall terminate on the last day of the then current monthly rental period.
- 11. Disturbance, Illegal Use**      Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, at any time, nor cause damage to the leased premises, nor create substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills. Failure to abide may result in fines.

12. **Governmental Regulations** The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decoration, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, (other than those regulating rents) which is beyond the Lessor's reasonable control.
13. **Common Areas** No receptacles, vehicles, household trash or debris, baby carriages, bicycles or other articles or obstructions shall be placed in the halls or other common areas or passageways. Damage caused to common areas by such items will be levied to residents.
14. **Insurance** Lessee understands and agrees that it shall be Lessee's own obligation to insure personal property. Lessor recommends that Lessee(s) obtain rental insurance.
15. **Keys and Locks** Upon expiration of the lease, the Lessee shall deliver unit keys, mailbox keys, parking tags and any other keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor or to anyone on his behalf, shall constitute a surrender or acceptance of surrender of the leased premises unless so stipulated by the Lessor orally or in writing. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term hereof, and if the Lessee reports such condition to the Lessor, then and in that event, the Lessor shall within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered or replaced nor shall new locks be added by the Lessee without written permission from the Lessor. The Lessor at the Lessee's sole expense will remove any lock(s) installed without permission. Locks added with Lessors written consent shall become the property of the lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the Lessor. Locks may not be installed on bedroom doors. A \$100 fee will be charged in the case of a lock out, lost keys or requested lock changes.
16. **Loss or Damage** The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives or invitees, visitors, agents or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property on any part of the building within the control of the lessee shall be at the sole risk of the lessee. Subject to provisions of applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, washers, or dryers, elevators, or otherwise while on the leased premises or in any storage space in the building or for any personal injury caused by the negligence of the Lessor. (See provision 14) Damage caused by frozen pipes due to lessee(s) negligence will be charged back to Lessee(s) and their guarantor(s).
17. **Notices** Written notice from the Lessor to the Lessee shall be deemed to have been properly mailed by registered or certified mail, postage prepaid, return receipt requested to the lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provide that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee or by any adult who resided with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
18. **Other Regulations** The Lessee agrees to conform to such lawful rules and regulations that are reasonably related to the purpose and provision of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building which they are a part, and for the benefit, safety, comfort and convenience of all the occupation of said building. Lessee's must comply with all provisions of condominium association rules and regulations when applicable including but not limited to fees for moving in/out and fines for failing to abide by regulations. The Lessor will not take responsibility for any financial obligation caused directly or indirectly by the Lessee. Fireplaces should be considered decorative only and should not be used without express written consent from the landlord. Lessee may not place charcoal or gas grilles on the unit balcony.
19. **Parking** Parking on the premises of Lessor is prohibited unless written consent is provided by the Lessor. If parking is permitted a designated tag must be displayed. A \$100 fee will be assessed for lost or stolen tags. Towing and all related costs to remove vehicles from the premises are at the sole cost of the Lessee.
20. **Pets** No dogs, cats or other animals, birds, or pets shall be kept in or upon the leased premises without the Lessor's written consent; and consent so given may be revoked at any time. A fine of \$25 per day will be imposed to those who have pets without consent.
21. **Plumbing** The water closets, disposals, dishwashers, washing machines and waste pipes shall not be used for any purposes other than for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
22. **Repairs** The Lessee agrees with the Lessor that during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Lessor fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessee may (but shall not be obligated to) make such repairs and the Lessor shall reimburse the Lessee for the reasonable cost of such repairs in full, upon demand. Unreimbursed repairs may be deducted from the Lessee's security deposit.
23. **Right of Entry:** The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises or to show the premises to prospective tenants, purchasers, or mortgagees. If Lessee requests maintenance, entry notice is hereby waived. Lessor/Agent will have the right to enter to make repair(s) without further notice. The Lessor may also enter upon said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law. The Lessor's agents (including real estate agents) may enter the premises with reasonable notice. Reasonable notice is considered to be a phone call, text, or email in advance **unless**

there is an emergency or obvious lease violation in progress or a lease violation has occurred within 72 hours in which case no notice will be required.

- 24. Non-Performance Or Breach By Lessee**      If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied thereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee’s property shall be made for the benefit of creditors, or if the premises appear to be abandoned therein, in any of the said cases and notwithstanding any license or waiver or any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor, without necessity or requirement of making any entry may (subject to the Lessee’s rights under applicable law) terminate the lease by:

  - 1. A seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach except only for non-payment of rent, or
  - 2. A fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.
- 25. Lessee’s Covenants in Event of Termination**      The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor:

  - (A) the Lessee will forthwith pay to the Lessor as damages thereunder a sum equal to the amount by which the rent, damages and other payments called for thereunder for the remainder of the term or any extension or renewal thereof; and
  - (B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach of by the Lessee. Lessor’s damages thereunder shall include, but shall not be limited to any loss of rents, reasonable broker’s commission for the re-letting of the leased premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to re-let the same, any difference in the amount of the contracted term rent; legal fees; and moving and storage charges incurred by Lessor in moving Lessee’s belongings pursuant to eviction proceedings.
  - (C) At the option of Lessor, however, Lessor’s-cause of action shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor’s damages shall be limited to any and all damages sustained by them prior to said new tenancy or lease date. Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.
- 26. Removal Of Goods**      Lessee further covenants and agrees that if Lessor shall remove Lessee’s goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances. Items left in the unit after 5:00pm on the lease termination date and/or items left in common areas at any time will be considered rubbish and discarded by Landlord or its agents without notice.
- 27. Non-Surrender**      Neither the vacating of the premises by Lessee, nor the delivery of keys to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased premises, unless so stipulated in writing by Lessor.
- 28. Subletting, Number of Occupants**      The Lessee shall not assign nor underlet any part or the whole of the leased premises, nor shall permit the leased premises to be occupied for a period longer than a temporary visit by anyone *except the individuals named in the first paragraph of this lease*, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the Lessors assent in writing. If assent is provided, a \$250.00 fee is charged by the management company to process in accordance with policies outlined on our website.
- 29. Trustee**      In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or maintenance of said building or its approaches and equipment.
- 30. Waiver**      The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
- 31. Separability Clause**      If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 32. Copy of Lease**      The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after the commencement of said lease, duly executed by the Lessee.
- 33. Reprisals Prohibited**      The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.
- 34. Forwarding Address**      Lessee(s) must provide a forwarding address in writing to Lessor prior to the expiration of lease. If no forwarding address is provided Lessor will send all correspondence to last known address.

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

**Lessee(s):** \_\_\_\_\_, seal      **Lessor/Agent:** \_\_\_\_\_, seal

**TENANT:** SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750.00 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

# ADDITIONAL PROVISIONS

-755 Boylston Street-

1. Rent is due on the 1st day of each month. After move-in, rental payments are made via ACH debits from an account designated by the Lessee. The debit will take place on the first business day of each month.
2. Lessee(s) agree to pay a \$55.00 fee to Lessor if their payment is returned for insufficient or uncollected funds. Lessee is responsible for all costs associated with the collection and enforcement of this lease.
3. Occupancy is limited to the aforementioned Lessee(s) only.
4. No water filled furniture is allowed on the premises.
5. A \$100.00 fee will be charged for lock-outs after concierge hours, additional keys or to replace lost or stolen keys. Lessee(s) may not change or add locks at any time. **ALL** keys must be returned at the termination of the lease.
6. From time to time pets are allowed on the premises providing the landlord is in agreement and no nuisance is created. A pet nuisance may include but is not limited to; aggressive behavior; disturbing noises; odors of any kind; excrement in the unit or common areas.
7. A part time concierge is on site from 7am to 2pm M-F and 10am to 12 noon Saturday. The concierge is not available on holidays recognized by financial institutions. The concierge can assist with receiving and distributing deliveries and is also responsible for maintaining common areas and recycling. 755 Boylston is equipped with a centralized camera system which covers entrances and exits of the building. The system records 24 hours a day 365 days a year. There is no security guard.
8. Natural gas services the heating, hot water, range and fireplace and is paid for by the Lessor. The in-unit heating and air conditioning system is operated by the Whalen System. The Lessor is responsible for the production of heating and cooling through the centralized system and the Lessee is responsible for electrical costs associated with blowing hot and cold air into their apartment.
9. Lessee(s) will allow Lessor or their agent access to show and/or view the apartment with reasonable notice. Apartments are shown 45 days in advance of lease termination.
10. Tenants must depart from their apartment no later than 5:00 pm on the termination date of their lease.
11. The apartment must be professionally cleaned at the Lessee(s) expense upon departure. Proof of cleaning must be forwarded to the Lessor within 10 days after the termination of lease.
12. The trash chute may only be used for bagged residential garbage. No boxes, hangars, metal, glass or hazardous waste may be dumped down the chute. Violators may be liable for costs to repair damages to the compactor for failing to follow the above instructions. Recycling bins are located in the main stairwell and the concierge can assist with the disposal of large items or large quantities of items. Failure to abide by this provision will result in a \$500 fine.
13. Private contractors (including moving companies) employed by Lessee(s) for work in the building must be appropriately insured. A Certificate of Insurance must be provided to the landlord in advance with the following limits of liability: \$1M General Liability and \$1M Workers Compensation – naming 755 Boylston LLC & Heath Properties, 74 Clarendon Street, Suite A Boston, MA 02116 – as additional insured's. A sample certificate may be found online at [www.755boylstonstreet.com](http://www.755boylstonstreet.com)
14. **MOVE-IN / MOVE-OUT.** Notice of scheduled moves must be made to Heath Properties a minimum of 48 hours in advance. New tenants can schedule a move into or out of the building Monday through Saturday 9am to 4pm. Move-ins and Move-outs are **not** allowed on Sundays. A professional moving company **must** be used and a certificate of insurance is required. Tenants may **not** move their own furniture in or out of the building. Please note that our elevator and stairwell may not accommodate large pieces of furniture. Special provisions may need to be made with your moving company in advance.

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

**Renter's Insurance Addendum**

**Owner/Manager Liability:**

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

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

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

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

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

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

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

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

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

### DEPOSIT RECEIPT FORM

To: Jane and John Brown  
 Unit: 755 Boylston Street #302  
 Date: January 27, 2017

The undersigned hereby acknowledges receipt of the following:

- |                            |            |
|----------------------------|------------|
| 1. First Month's Rent      | \$6,000.00 |
| 2. Last Month's Rent       | \$0.00     |
| 3. Security Deposit        | \$6,000.00 |
| 4. Key Installation Charge | \$100.00   |

#### Key Installation Charge

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

#### Security Deposit

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

Cambridge Savings Bank  
 1374 Massachusetts Avenue  
 Cambridge, MA 02138

Account Number: 56-482977-6 Heath Escrow

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

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

1. Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any special or general law; and
2. Any reasonable amount necessary to repair any damage caused to the dwelling unit by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, management shall provide the tenants within thirty (30) days with an itemized list of damages, sworn by Management under the pains of penalties of perjury, itemizing in precise detail the nature of damage and the repairs necessary to correct it, and including written evidence when available of estimates, bills, invoices, or receipts, including the actual or estimated cost thereof.

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

Last Month's Rent

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

---

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

Lessor/Agent name (print): \_\_\_\_\_

Heath Properties  
managing agent for,  
PGR Management,  
the owner of the premises

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

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

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

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



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

## APARTMENT CONDITION STATEMENT

Date: January 27, 2017

**This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.**

TO: Jane and John Brown  
(Resident /Lessee) 755 Boylston Street #302  
Boston, MA 02116

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

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

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

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

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

## **Tenant Lead Law Notification**

### **What lead paint forms must owners of rental homes give to new tenants?**

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

### **What is lead poisoning and who is at risk of becoming lead poisoned?**

Lead poisoning is a serious environmental hazard. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

### **How do children and adults become lead poisoned?**

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonlead paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

### **How can you find out if someone is lead poisoned?**

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

### **What kind of homes are more likely to have lead paint?**

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

### **Can regular home repairs cause lead poisoning?**

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

### **What can you do to prevent lead poisoning?**

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

### **How do you find out where lead paint hazards may be in a home?**

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

**In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?**

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be delead or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

**What is a Letter of Compliance?**

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

**What is a Letter of Interim Control?**

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

**Where can I learn more about lead poisoning?**

Massachusetts Department of Public Health  
Childhood Lead Poisoning Prevention Program (CLPPP)  
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants’ rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)  
1-800-532-9571

Your local lead poisoning prevention program  
or your local Board of Health

U.S. Consumer Product Safety Commission  
(Information about lead in consumer products)  
1-800-638-2772

U.S. Environmental Protection Agency, Region I  
(Information about federal laws on lead)  
617-918-1524

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

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

# **Tenant Certification Form**

## **REQUIRED FEDERAL LEAD WARNING STATEMENT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

### **Owner's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i)  Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (bold/underline documents below).

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

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

### **Tenant's Acknowledgment (initial)**

(c)  Tenant has received copies of all documents circled above.

(d)  Tenant has received no documents listed above.

(e)  Tenant has received the Massachusetts Tenant Lead Law Notification.

### **Agent's Acknowledgment (initial)**

(f)  Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Owner/Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
I **Heath Properties** certifies that we provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: \_\_\_\_\_

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

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

*CLPPP95-17 Rev.5/04*

**ACH Debit Enrollment Form:**

ADDRESS: 755-302  
LEASE AMOUNT: \$6,000.00  
EFFECTIVE DATE: 11/1/2016  
LEASE END DATE: 10/31/2017  
FOR LANDLORD USE ONLY

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

**PGR Management**  
74 Clarendon Street, Suite A  
Boston, MA 02116

Phone: 617-266-1168 \* Fax: 617-266-2948 \* E-mail: [info@heathproperties.com](mailto:info@heathproperties.com)

**Schedule D: ACH Authorization Agreements**

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

FIRST NAME ON LEASE: **Jane Brown**

(X) NEW ACCOUNT ENROLLMENT ( ) CHANGE ( ) CANCELATION

**Account Information:**

( ) Checking  
( ) Savings

Name (printed): \_\_\_\_\_

Account Number: \_\_\_\_\_

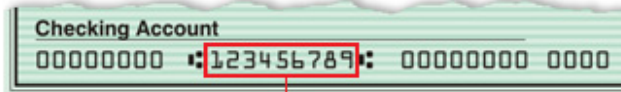
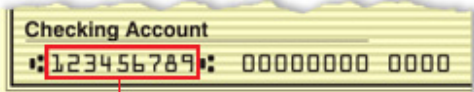
Routing Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

City, State: \_\_\_\_\_

**PERSONAL CHECKS**

**BUSINESS CHECKS**



9 Digit Routing Number

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

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

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

Attach Voided Check Here

# Deal Sheet

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

**Unit Code:** 755-302      **Tenant Code:** 302

**Primary Tenant:** Jane Brown  
(First person on lease)

**Roommates:** \_\_\_\_\_

**Cosigners Needed:** No

**Notes:**

**Unit Rental Rate:** \$6,000.00 Per Month (Subsidy amount if applicable\$0.00)

**Terms of Lease:** From (date): November 1, 2016 To (date): October 31,2017

**Escrow Account Deposits:**

**PAYMENT DUE DATES:**

<b>First Month's Rent:</b>	<b>(fmr/2119):</b>	\$6,000.00	Due: 11/1/2016
<b>Last Month's Rent:</b>	<b>(lmr/2120):</b>	\$0.00	Due:
<b>Security Deposit:</b>	<b>(sd/2121):</b>	\$6,000.00	Due: 11/1//2016
<b>Key Deposit:</b>	<b>(key/2110):</b>	\$100.00	Due: 11/1/2016
<b>Parking Tag Deposit:</b>	<b>(ptag/2115):</b>	\$0.00	Due:

**Operating Account Deposits:**

**Application/Credit Oper:** (creditop/4055)      Due:

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**Rental Agent Name:** Amy Jacobs

**Agent's Company:** Heath Properties

**Agent Number:** 617-266-1168

**Agent E-Mail:** ajacobs@heathproperties.com

**Commission Due from Heath: \$3,000.00**