**Residential Lease**

(Non-Smoking Residence)

1. The above-mentioned Lessor leases **-** bedroom/s and common premises known as **- - -, -, - -** to the undersigned Lessees upon the following terms and agreements:
2. **Term of Lease:** This Lease shall begin at 10:01AM on **-/-/20--** and end at 10:01AM **-/-/20—** approximately three hundred and sixty days later. The total rent due for this term is **$--,---**  Lessees/s shall pay installments of **$-,---** per month as rent to Lessor. Rent shall be due on the 1st day of each month through the term of this Lease. Costs of other payments required under this lease are payable to Lessor in addition to the rent. Payments made to Lessor when rent arrears, costs or other payments required by this lease are outstanding shall be credited first to the outstanding amounts due and second to the monthly installment amount specified above. A payment made on Lessee’s behalf from a person who is not a party to this lease shall not create or constitute a tenancy with said person. In the event Lessor does not receive the full amount payable by Lessees within thirty days of the due date, then Lessor may assess a late fee in the amount of **$50.00**. If a check is returned there will be a $**25.00** administrative fee per check.
3. **Security Deposit:** Lessor requires the receipt of a security deposit in the amount of **$-,---** to be made prior to the signing of this Lease and prior to Lessees assuming occupancy of the premises. The entire security deposit, or any balance of the security deposit remaining after lawful deductions, shall be returned to Lessees within 30 days upon the termination of this Lease, provided that Lessees has provided Lessor with a proper forwarding address. Lessor agrees to deposit Lessee’s security deposit in an interest bearing account at Greenfield Savings Bank. Lessor has received **$-,---** for Lessees to be used for security deposit.
4. **Subletting:** Lessees promises not to assign or transfer this Lease or any interest in this Lease, or sublet any part of the premises without the written consent of the Lessor.
5. **Liens and Encumbrances:** Lessees promise not to allow any liens or encumbrances to be attached to the premises.
6. **Occupancy:** Occupancy shall be limited to the Lessees who have executed this lease or its counterpart. The Lessees shall not permit or suffer occupancy by any person other than those who have signed this lease or its counterpart. At no time shall occupancy exceed the number allowed by any local regulation nor shall it exceed the occupancy allowed by any applicable zoning permit. Lessee/s shall be entitled to use the bedroom/s, common areas of premises and one parking space per tenant. There will be no inoperable autos in parking area.  
     
   To limit gatherings in the premises, common areas and yard to 12 or fewer people at any time, unless Lessees have obtained Lessor's prior written permission, which permission may be granted or withheld at its sole discretion. In the event of a party, gathering or event involving any size group of people assembled for a social occasion or activity, Lessees assume full and complete responsibility and liability for (i) all damages to property or persons, whether or not such persons were specifically invited to the party, gathering or event, and (ii) all fines or assessments levied on Lessor and/or the property owner pursuant to any town by-law, regulation or ordinance as a result of such party, gathering or event. Under no circumstances shall Lessor be liable for the conduct or actions of Lessees or others attending the party, gathering or event, and, to the extent permitted by law, Lessees expressly agree to indemnify and hold harmless the Lessor and its agents from all claims, damages and liabilities relating in any way to the party, gathering or event, including without limitation claims, damages and liabilities relating to the provision of alcohol and/or transportation of any person to or from such party, gathering or event.
7. **Quiet Enjoyment:**Lessees shall be entitled to quiet enjoyment of the Premises, and Landlord will not interfere with that right, as long as Lessee pays the rent in a timely manner and performs all other obligations under this Lease.
8. **Pets:** (***No***) pets shall be kept on the premises.
9. **Nonsmoking Policy:** This property is designated as a non-smoking residence. Lessees agree to allow Lessor to deduct from the security deposit if there are any damages caused by smoking inside the house, as smoking is not permitted.
10. **Inspection, Damage and Repairs:** The Lessor will inspect the premises with the Lessees at the date of execution of the Lease. The Lessees agree to be responsible for any damage caused to the premises by the Lessees, or any person under their control, reasonable wear and tear excluded. The Lessees agree to be responsible for the removal and disposal of excess trash. Excess trash shall be defined as any refuse which requires removal outside of the customary trash pickup provided in this lease. The Lessees should give prompt notice to the Lessor of any repairs needed. The Lessor has the right to enter the bedroom in the event of emergencies or if the bedroom appears to have been abandoned. The Lessor has the right to show the premises and bedroom near the end of the tenancy at reasonable times with advanced notice. A move out inspection will be held on the last day of tenancy at which time the apartment should be emptied of Lessee’s possessions and clean and at which time the key will be returned to Lessor. All personal possessions of Lessees will be removed by or on the last day prior to expiration of this Lease. Unless previous arrangements have been made, anything left behind after the last day may be considered abandoned and will be disposed of by Lessor.

Lessees agree to notify the Lessor of any prolonged absence from the premises, i.e. summer and winter break, and by doing so give the Lessor the right to inspect the premises to ensure compliance with terms and conditions of this Lease with reasonable advanced notice.

1. **Maintenance:** Lessees shall maintain the premises in a safe and sanitary condition; dispose of all garbage, rubbish and recycling in a clean, safe and legal manner, the storage of garbage on the premises being prohibited; keep all plumbing fixtures in the premises clean, sanitary and in good working order; comply with all obligations imposed upon Lessees by applicable housing, building and health codes; refrain and forbid any other person from destroying, damaging or removing any part of the premises; to maintain dehumidifiers to prevent mold and to be responsible for any damage caused by failing to maintain said dehumidifiers; to maintain sufficient heat to prevent frozen pipes, which during the heating season shall mean maintaining a minimum heat in the unit of 55 degrees, and to be responsible for any damage caused by failing to maintain sufficient heat.
2. **Keys:** Lessees agree to return all keys at the conclusion of the lease term. Any keys not returned will incur a $100.00 fee. Replacement keys during the tenancy will cost $5.00.
3. **Storage:** Storage is limited to storage areas. Lessees acknowledge that all personal property is stored at Lessees’ own risk, and agrees to hold Lessor harmless for loss or damage to such property. Outdoors and parking areas should not be used for storage.
4. **Parking:** Lessees shall be entitled to the use of \_ lawfully registered, inspected and operational passenger automobiles in the parking area in front of apartment. Vehicles parked in locations other than the designated spots, will be subject to tow without warning. Each vehicle will be registered with Crossman Properties and assigned a Permit to be placed on the rear bumper. In addition, vehicles parked on the street overnight between Nov. and Apr. will be subject to tow without warning. Lessees further acknowledge that any vehicles parked in the area are parked at the Lessee’s own risk.
5. **Utilities:** Lessees shall be responsible for payments for the following:
   1. Electricity
   2. Common telephone
   3. Cable/internet
   4. Heating of water
   5. Fuel (Oil tank is full at start of lease and lessees agree to leave tank full at end of lease.)
6. **Lessor’s Duties:** Lessor shall comply with the requirements of all building, housing, and health codes as they apply to Lessor. Lessor shall be responsible for:
   1. All deposits
   2. Trash removal
   3. Lawn mowing
   4. Snow removal
   5. General Insurance
   6. Water and sewer charges.
7. **Premises As Is:** Lessees acknowledge that they will inspect the premises prior to moving in and accepts the premises in its present condition, except as noted in a Statement of Condition, incorporated in the Lease is submitted by this reference.
8. **Liabilities:** Lessees agree to assume all liability and hold Lessor harmless from any and all injuries to persons or damage to property caused by Lessees or any other person on the premises with Lessees permission.

All personal property in the premises is at Lessees risk and Lessor shall not be responsible for insuring Lessees personal property.

1. **Destruction of Premises:** In the event that portions of premises are destroyed by fire or other loss, Lessor and Lessees agree that this Lease shall become void at the option of either Lessor or Lessees.

**Smoke alarms are not to be tampered with.** If they are found removed, or the battery has been pulled out of smoke alarm, there will be a **$75** fine per tampered Smoke alarm.

1. **Inhabitability:** If during the term of this lease the premises shall become uninhabitable due to fire, act of God or other condition that is not due to the acts or omissions of the Lessor, then Lessor at Lessor’s sole option, may terminate this lease upon written notice. In such event, Lessor shall only be liable for actual moving fees up to $750.00 per household as Lessees’ sole liability.
2. **Compliance with Regulations:** The Lessees shall comply with all federal, state and local laws, regulations and permits. The Lessees acknowledge that they have been provided a copy of any zoning permit applicable to the premises and specifically agree to abide by the conditions of such permit.
3. **Default/eviction and collection:** If Lessees makes any default on this Lease, it shall be lawful for the Lessor to re-enter and repossess the premises, or evict Lessees in the manner prescribed by law. All eviction and collection proceedings shall be in accordance with Massachusetts Law. If this lease is terminated for breach of terms or in the event of litigation, the prevailing party may recover its costs and attorneys’ fees actually incurred. The Lessor may be deemed to be a prevailing party if the Lessor initiates valid legal action for a breach of any lease term, and the Lessees cures such breach prior to a hearing and then fails to appear for said hearing or signs an agreement that will be entered as Judgment of the Court admitting liability for rent owed or a violation of the lease. The Lessees shall pay the costs associated with the collection of rent over 30 days past due.
4. **Access:** Lessees shall allow Lessor access to the bedroom and or premises for purposes of repair, and inspection. Lessor shall exercise this right of access in a reasonable manner. Lessor shall give Lessees reasonable notice before exercising this right of access, except in case of emergency.
5. **Parties Bound:** This Lease and agreements it contains shall be binding on the respective Lessor, Lessees, respective Guarantors and representatives.
6. **Rescission:** If the Lessor shall be unable to give Lessees occupancy of the premises at the commencement of the tenancy for any reason or if damage by fire or other casualty renders the premises uninhabitable, then this Lease shall terminate at the elections of either party.
7. **Renewal:** Lessees shall indicate verbally or in writing no less than one hundred and twenty days prior to the end of this Lease, of Lessees wish to renew the Lease for an additional term. Lessees desire to renew shall not bind Lessor to renew this Lease.
8. **Complete Agreement:** This Lease is the complete and final agreement of Lessor and Lessees in regard to the bedroom and common areas on the premises described in this Lease. This Lease supersedes any oral or written agreements regarding the premises.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Lessee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_