

**TENANT CERTIFICATION FORM**

**Required Federal Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead form 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 hazards in the dwelling. Lessees must also receive a federal approved pamphlet on lead poisoning prevention. The Massachusetts Tenant Lead Law Notification and Certificate form are approved for federal compliance

**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 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 (circle 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 ACKNOWLEDGEMENT (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 42 U.S.C. 4852d 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.

_____	_____	_____	_____
<b>Sample</b>	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**OWNER/MANAGING AGENT INFORMATION FOR TENANT (Please print).**

New Puffton Village Apartments, 1040 North Pleasant Street, Apartment #410 Amherst, MA 01002  
(413) 549-0145

\_\_\_\_\_ I (owner/managing agent) certify that I 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 availability of this form in other languages.

**TENANT AND OWNER MUST EACH KEEP A COMPLETED AND SIGNED COPY OF THIS FORM**

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**TENANT LEAD LAW NOTIFICATION****What lead paint forms must owners of rental units give to 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 disease. 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 home 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 nonleaded 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;

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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 the 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 due. 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 deleadaded 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 deleadaded, 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 clean up afterwards.
- If your home has not been deleadaded, you can do some things to reduce temporarily 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 windowsills, 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's getting lead poisoned is to have your home deleadaded if it contains lead paint.

### **What does the Lead Law require the owner of your home to do if a child under six years old lives there?**

An owner of a home built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, it must be deleadaded or brought under interim control. A licensed deleader has to do all removal of leaded paint, and all other high-risk work. The owner or someone who works for him who is not a licensed deleader can do certain low-risk deleading and interim control work. After the work is done, the lead inspector or risk assessor issues a Letter of Compliance or Letter of Interim Control.

### **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

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lead in some 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 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.

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

It is a legal letter that says the work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed lead risk assessor. It is good for one year, but can be renewed for one more 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, tenant's 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) 617-753-8400  
1-800-532-9571

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

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

US Environmental Protection Agency, Region I  
(Information about federal laws on lead)  
617-565-3420

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-FYI-LEAD

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**New Puffton Partnership (Lessor) d/b/a New Puffton Village Apartments (hereinafter referred to as "Lessor") with an office at 1040 North Pleasant Street, #410, Amherst, Massachusetts 01002, telephone 413-549-0145, hereby jointly and severally rent to the undersigned:  
Sample**

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**(hereinafter referred to as "Lessee") said premises, Unit #0 NEW PUFFTON VILLAGE , Amherst, MA 01002 on the following terms and agreements:**

- 1A. TERM AND RENT: Commences upon payment and clearing of all checks required for first month's rent and security deposit, if required, and delivered the premises on or after **Sample** and ends at 12:00 o'clock noon on **Sample** for a term of **Sample**. The total rent due is **\$ Sample** plus any costs or payments required to be paid by Lessee under this Lease; payable in monthly installments of **SSample** plus monthly costs accrued which payments are due on the first day of each and every month of said term. Costs or other payments required under this Lease are considered to be part of your rent. Payments made to Lessor when costs or other payments required by this Lease are outstanding shall be accredited to those outstanding costs with any remainder then accredited to the monthly installment amount specified above. Any payment not received from a Lessee shall only be accepted, if at all, on behalf of the Lessees and shall not constitute any relationship or tenancy with said party. In the event any amount payable by Lessee is not received by Lessor within thirty days of the due date, then Lessor may assess a late fee in the amount of 5% of such late or defaulted payment. Lessor may assess an administrative fee of \$25 for any check returned to Lessor for insufficient funds or any other reason , and may require Lessee to make all further payments by certified check, money order or cash.
- 1B. REAL ESTATE ESCALATOR: In addition to the rent herein specified , the Lessee shall pay to the Lessor as additional rent a total of 100% of the yearly increase in the real estate taxes over and above those for fiscal year 2006 on a prorated basis, assessable to the unit, all of which shall be due and payable to Lessor within thirty (30) days from the date of billing by Lessor to Lessee.
- 1C. JOINT AND SEVERAL LIABILITY: All obligations of the Lessees are joint and several and may not be waived or apportioned except by written assent of the Lessor. Lessor may recover any outstanding rent, use and occupancy, damages or other monies owed as a result of the tenancy from any one or all Lessees at Lessor's sole option.
- 2. SECURITY DEPOSIT AND LAST MONTH'S RENT: The forms relating to Security Deposit and Last Month's Rent, if any such monies are required, are attached hereto and incorporated herein by reference. A guarantor form, if required, is attached hereto and incorporated herein by reference. Security Deposits and Last Month's Rent, when applicable and money remaining, shall be returned to all Lessees in the form of one check made out to all Lessees and tendered to Lessees designated agent. If Lessees do not designate only one individual to receive the Security Deposit return, Lessor may tender any such Security Deposit to any of the Lessees at Lessor's sole discretion.
- 3. INSPECTION, DAMAGES AND REPAIRS: A separate written statement of the condition of the premises has been issued to the Lessee(s) and is incorporated herein by this reference. The Lessee (s) agree(s) to be responsible for any damages, including common areas, caused to the premises by the Lessee(s) or by any person under control of the Lessee(s) or any person on the premises with the consent of the Lessee(s), reasonable wear and tear excluded. The Lessee(s) agree(s) to be responsible for the maintenance of heat to prevent frozen pipes and any damage caused thereby. The Lessor shall have the right to enter and inspect the premises and to make repairs or necessary improvements and to show the premises to prospective Tenants or purchasers. The Lessor or its representative shall arrange for access with the Lessee(s) in advance so as not to unreasonably disturb the Lessee(s). In emergencies and to effect urgent repairs, advance notice shall not be required.

Lessor shall have the right to enter and show the premises to prospective purchaser at any time during the Lease term or to prospective Tenants during the last 90 days of the Lease term if the Lessee(s) do not indicate in writing, no less than 90 days prior to the end of this Lease term, that Lessee(s) wish to renew the Lease for an additional Lease term, and Lessor accepts such request. Nothing in this provision shall infer any right to extend the Lease term without the written assent of the Lessor. Lessor or Lessor's representative shall give Lessee(s) reasonable notice prior to showing the premises; 24 hours notice shall be deemed reasonable notice unless Lessee(s) assents to another reasonable time to show the Leased premises within that period. In addition Lessor shall be entitled to access upon twenty-four (24) hours notice to Lessee to perform necessary or preventative exterminations or maintenance.

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**4. LESSEE OBLIGATIONS: The Lessee(s) agree(s):**

- A. To pay the rent on time, on or before the 1<sup>st</sup> day of the month, and to use the premises as a residence and not a business in compliance with all applicable laws and codes;
- B. To maintain the premises and common areas in a clean, neat and undamaged condition at all times, and to pay for damage caused to the premises and its common areas within five (5) days of the receipt of the itemized statement of such damage and the cost to repair it. Lessee(s) are responsible for providing and the cost for all light bulbs in the unit. Damages caused by Lessee(s) or their guests to the premises or common areas may constitute sufficient grounds to terminate the tenancy at the sole option of the Lessor;
- C. To be liable for any loss or damage to personal property of the Lessee(s) except if caused by Lessor's gross negligence; (SEE PARAGRAPH 9): Lessee should carry adequate insurance to cover all losses or damage to Lessee's personal property. Lessee(s) agrees that any insurance company of Lessee(s) shall have no right of subrogation against Lessor with respect to any loss of Lessee(s) whatsoever;
- D. To keep the yard and common areas in a neat and safe condition, and to furnish and pay for the electricity which includes all blowers for heating and air conditioning, telephone, cable television, satellite connection, and to pay all costs associated there with; to place garbage and refuse in containers and to prevent any unsanitary conditions from arising on the premises; and to abide by all local and state health, sanitary, recycling and refuse disposal regulations; **Lessee is to be responsible for all fines or damages to Lessor as a direct result of Lessee's failure to abide by said regulations** (fines are presently \$300 for each offense). Lessee's failure after warning to conform to refuse collection or mandatory recycling regulations of the town or state upon second or subsequent violation shall constitute good and sufficient grounds to terminate Lease. At the present time, the Town of Amherst By Law requires separation of trash, newspapers, magazines, glass, cans and plastic containers. Certain preparations must be done to bottles, cans and plastic containers prior to placement in recycling containers.

If your electric or utility service is terminated by Lessee's action or inaction, Lessee shall be liable for the costs incurred by Lessor for said service and shall constitute sufficient grounds to terminate the Lessee's right of occupancy at the sole discretion of the Lessor.

- E. To give prompt notice to the Lessor of any maintenance or repairs in writing or by telephone, and to notify the Lessor of any absence of more than one (1) week during the heating season and to set the heat on sixty (60) degrees. Any damage that is caused by Lessee(s)'s failure to timely notify Lessor of an absence as stated above, or for damage caused by insufficient heat settings, shall be an expense chargeable to Lessee(s) as delineated in paragraph 4 (b);
- F. To make no alteration, painting application, addition, repair, or improvement in or to the premises without prior written permission of the Lessor and also to refrain from excessive use of nails or thumb tacks and to use no tape on walls or ceilings, or to suspend or hang any decorative or practical items from the ceilings;
- G. To use all appliances and fixtures provided by the Lessor in the proper manner and not to add or relocate any appliances or equipment without the prior written permission of the Lessor and to prohibit waterbeds, washing machines, air conditioners, space heaters, burglar alarms, clothes dryers, television antennas or aerials, shutters or similar furnishings from the premises without the Lessor's prior written consent, which may be granted or withheld at Lessor's sole and absolute discretion, and to be obligated to notify Lessor of any problem with the smoke detector(s) (if provided) , their maintenance, condition and operation during the period of this Lease.
- H. To prohibit pets from the premises whether owned by the Lessee(s) or guests or visitors – ANY animal on the premises may constitute grounds for eviction of the Lessee(s) without additional notice; all consequences of any pet on the premises shall be the responsibility of the Lessee(s) including carpet cleaning and fumigation if required; if infestation occurs, Lessee shall be responsible for costs of cure and any loss of rent for unit or other units in building;
- I. To expressly respect the rights and needs of other Tenants and neighbors (including Lessor if Lessor is a neighbor) to the quiet and peaceful enjoyment of their property, and not to create or allow to be created by invitees guests or agents, any unlawful, noisy or offensive use of the Leased premises, nor to commit any disturbance or nuisance, or to obstruct the free use or access of common areas or to threaten or bother any other Tenant, neighbor, guest, maintenance worker, owner or management personnel. The receipt or observation by the Lessor of a complaint regarding noisy or offensive conduct or other violation of this provision during the term hereof shall constitute sufficient grounds for eviction at the option of the Lessor;

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- J. Limit on Parties and Gatherings: The Lessee(s) shall not have parties or gatherings of over twelve (12) people in the unit or common areas; Lessor in no way shall be liable for the conduct, actions, transportation to or from the party, or damages by the Lessee's invitees, their guests, whether invited or not to such gathering; Lessee(s) assumes full and complete responsibility and liability for all damages to the unit, to the Lessee, their invitees, or to guests, whether specifically invited or not;
- K. To prohibit kegs of beer from the units and all common areas, including hallways; no consumption of alcohol in common areas. Violation of this provision constitutes a full and complete violation of this Lease;
- L. To prohibit the sale of alcoholic beverages, and the use of alcoholic beverages to visitors and guests not of legal age or intoxicated. To prohibit the use and sale of any narcotics or other controlled substances on the premises. To prohibit the creation of any condition in the unit or common areas by Lessee(s), Lessee's family or guests that constitutes a nuisance pursuant to G.L. c.139 subsection 19, or any other similar state or federal law. Any such violation shall terminate the Lessee(s) right to occupy without any notice to Lessee(s);
- M. To conserve energy and costs shared by all, through reasonable use of all facilities, common areas and utilities;
- N. Porches, halls, entryways, stairwells, stairways, attics, cellars or other common areas are NOT storage areas unless so designated in writing. Storage or occupancy in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's option at Lessee's expense without any notification;
- O. Any property in the apartment after the Lessee's occupancy terminates may be treated abandoned property, removed and disposed of at Lessee's expense;
- P. To not trespass or enter upon roof (s) or Leased Premises, except as means of egress in the event of fire or other similar emergency. Any entry upon the roof(s) by Lessee(s), Lessee's family or guests is a violation of the Lease and constitutes grounds for eviction;
- Q. To remove all personal property at the termination of the Tenancy; personal property or furniture may only be left in the Leased Premises for the next occupants with the prior written assent of Lessor, and signed approval of both the present Lessee and subsequent occupant. Any property left without such assigned agreement shall be treated as abandoned property, the removal of which shall be at the Lessee's expense.
- R. Mold and Mildew: Lessee(s) are responsible for cleaning and maintaining their unit. This includes removing any standing water or condensation that occurs in the unit, keeping the unit in an uncluttered condition and not to allow wet or moist towels or other personal items to remain in the unit or on the floor. Lessee(s) are responsible for the proper use of shower and shower curtains at all times, and must use exhaust fans or open window to allow moisture to escape. Lessee(s) must not block or otherwise interfere with the operation of the heating or ventilation systems supplied by the Lessor, and must inform Lessor immediately if such equipment malfunctions. Lessee(s) should notify Lessor immediately if they see or suspect mold or mildew growth.

**Failure to observe the foregoing provisions of this Lease shall operate to TERMINATE YOUR RIGHT TO OCCUPY THE LEASED PREMISES AND/OR TERMINATE THIS LEASE for breach thereof, at the sole option and discretion of the Lessor (and any waiver of any breach at any time shall not constitute a waiver of any subsequent breach) and the Lessor is not required to give notice thereof to the Lessee(s) except as required by law, and if law is not specific, seven (7) days notice to Lessee(s) shall be deemed sufficient. If this Lease is breached by the Lessee(s) and the Lessor elects to terminate LESSEE (S) RIGHT TO OCCUPY as a result of said breach, Lessee(s) shall be liable for all rental obligations that accrue under this Lease if the premises remain vacant, or for the difference in the rental charges in any new Tenancy, until the end of this Lease term.**

**5. LESSOR OBLIGATIONS: The Lessor agrees:**

- A. To maintain in good and safe working order the electric, plumbing, sanitary, heating, and other facilities and appliances supplied by the Lessor;
  - B. To maintain and make all repairs within the premises;
  - C. To collect rents and enforce the provisions of all Leases uniformly and vigorously in order to conserve costs; and
  - D. To comply with all applicable local and state laws, codes and rules.
6. ASSIGNMENT and SUBLETTING: Only with prior written assent of the Lessor, which assent may be granted or withheld at Lessor's sole and absolute discretion, may the Lessee(s) assign or sublet the premises during this Lease. All assignees or sub lessees must provide all forms, information

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And meet all standards and requirements of an acceptable Lessee applicant prior to acceptance or occupancy. If the Lessee advertises for any sublessee, assignee or replacement occupants, the Lessee understands that Lessee is not Lessor's agent and Lessee must abide by all provisions of the Federal Fair Housing Act, M.G.L.C. 151B or other housing law statutes. The Lessor shall not be required to release any Lessee during the Lease term and acceptance of any sub lessee shall not release Lessee(s) from their contractual obligations under this Lease unless expressly released by Lessor in writing. Lessee shall pay actual costs as a transaction fee of up to one half of one month's rent for any such transfer, assignment or subletting request. No transaction, assignment or subletting will be allowed if any amount of the rent obligation then due is outstanding.

No person other than Lessee(s), or the Lessee(s)'s children, are permitted to reside on the premises, nor shall Lessee's receive mail for or post names of non-occupants on the mailbox. Payment of rent by an occupant or stranger not a party to this Lease Agreement shall not constitute acknowledgment of that person as an occupant or Lessee. Any money so tendered is accepted solely on behalf of the named Lessee(s). The Lessee designates all occupants on the premises as the Agent in Fact of Lessee.

7. **AUTOMOBILES:** Each Lessee may park **one** lawfully registered, inspected and operational passenger automobile in the parking areas provided they are in the Lessee's or Guarantor's name and display an appropriate parking sticker. **Parking sticker is valid from September 1 to August 31 of the following year.** Vehicles violating this or Addendum A, Parking Sticker Agreement, posted parking rules, impeding snow removal, access, parked on the grass, unless permission to park on grass is given in writing by Lessor, or in prohibited areas may be towed at the vehicle owner's expense without additional notice. Violations may also result in the revocation of Lessee's privilege to park a vehicle on the property. No vehicle may be repaired or stored on the premises. Granting the right to park a vehicle does not warranty Lessee a parking space. Parking spaces are on a first come first serve basis.
8. **COMMON FACILITIES:** The laundry, swimming pool, tennis courts, and common amenities are intended for the convenience of the Lessee, when in proper condition and working order. The use of these items is a privilege and may be revoked at any time for any reason at the sole discretion of the Lessor. Persons using any such equipment do so at their own risk. Lessor is not responsible for personal injury to any individual using said equipment or for damage or loss of clothing or any other property of Lessee(s). If any of the said facilities become inoperable, or otherwise in need of repair the Lessor is not required to repair or replace said facility. Lessor at its sole and absolute discretion may repair or replace any such facility.
9. **ACTS OR OMISSIONS OF OTHERS AND ACTS OF GOD:** The Lessor and its employees, agents or assigns or any of them shall not be responsible or liable to the Lessee(s), sub lessees, their guests, invitees or others on the property with their permission, for any personal injury, loss, or damage that may be occasioned by or through the acts or omissions of Lessee(s), sub lessees, Tenants, their guests or invitees, others on the property with their permission, or as trespassers. Lessor shall not be liable to Lessee(s) or Lessee(s)'s guests, invitees, or others for any loss whatsoever which they may sustain by damage to personal property or personal injury growing out of any cause or causes whatsoever, including but not limited to loss suffered by Acts of God, fire, loss from vermin or bugs, wind, rain, snow or other elements, except if the negligence or intentional acts of Lessor or its agents is the proximate cause of such loss.
10. **RECISSION:** If the Lessor shall be unable to give Lessee(s) 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 election of either party. Lessor shall be under no obligation to make available to Lessee any apartment other than the apartment specified in this Lease Agreement, or place the Lessee(s) in any other housing.
11. **NOTICE:** Notice to the Lessor shall be deemed given if mailed or delivered to the above address. Notice to the Lessee(s) shall be deemed given if mailed or delivered to the Lessee(s) or anyone authorized to be at the address of the premises. All notices must be in writing. Oral notices are not effective as notice.
12. **EVICTON AND COLLECTIONS:** All eviction and collection proceedings shall be in accordance with Massachusetts law. If this Lease is terminated for breach of terms or in event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred. The Lessor is deemed to be a prevailing party if the Lessor initiates valid legal action for a breach of any Lease term, and the Lessee(s) cures such breach prior to a Hearing and then fails to appear for said Hearing or signs an Agreement that will be entered as Judgement of the Court, unless Lessor or the court specifically informs the Lessee(s) to not appear in court. The Lessee(s) shall pay all costs associated with the collection of rent over 30 days past due.
13. **RENEWAL:** Lessee(s) shall indicate in writing, no less than 90 days prior to the end of his Lease term, of Lessee(s) wish to renew the Lease for an additional Lease term. Lessee(s) indication of Lessee's desire to renew shall not bind Lessor to renew this Lease. Upon Lessee(s)' failure to sign a new Lease as stated above, and/or Lessee(s) failure to

Initial as read \_\_\_\_\_

vacate at the end of this Lease term, then Lessee shall be obligated to pay use and occupancy in an amount equal to the amount for which Lessee(s) has received 30 days prior written notice, which amount may be increased with additional 30 day notices. If no notice is given prior to the end of the Lease term, then the amount shall be \$25 over the last proposed Lease rent. Nothing in this provision shall create a Tenancy at Will, nor obligate the Lessor to give Lessee any additional notice to vacate as Lessee, upon holding over, is solely a Tenant at Sufferance.

- 14. RULES AND REGULATIONS: Lessee(s) agree to obey the rules and regulations of Lessor. A current copy of the Lease Addendum A which contains the rules and regulations is attached hereto. Lease Addendum A may be amended by Lessor at any time, and Lessee shall obey this document as so amended.
- 15. CHOICE OF FORUM (Jurisdiction): All disputes, claims or other court actions concerning the Landlord/Tenant relationship, including by not limited to claims under G.L.c. 111 subsection 127 et seq., G.L.c. 186 subsection 11, 12, 14, 15B, 15F, 18, or G.L.c. 239 subsection 1 et. Seq., must be only brought in the Northampton District Court, or Hampshire Superior Court, or any Housing Court established for Hampshire County or the Western Massachusetts Division of the Federal District Court. The Lessee specifically acknowledges that any claim involving the Landlord/Tenant relationship or the Leased Premises is an action concerning property located in Hampshire County. Venue of all such claims must be heard in Hampshire County, or a court whose jurisdiction includes Hampshire County.
- 16. WAIVER OF SUBROGATION: Each party waives any and every claim which arises or may arise in its favor and against the other party here to anyone claiming through or under them, by way of subrogating or otherwise, during the term of this lease agreement and all loss or damage to, any of its property (whether or not such loss or damage is caused by fault or negligence of the other party or anyone from whom said other party may be responsible) which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recovered under said insurance policies.
- 17. LOCKS AND WINDOWS: Lessee(s) acknowledge receipt of screw window locks and wooden bars for the sliding glass windows supplied by Lessor.
- 18. SEPARABILITY: If any provision of this Lease is held invalid the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

**THIS LEASE INCLUDES (1) A SECURITY DEPOSIT - LAST MONTH'S RENT RECEIPT, (2) A STATEMENT OF CONDITION, (3) ADDENDUM A TO LEASE AGREEMENT, AND A GUARANTOR AGREEMENT WHEN REQUIRED, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND FORM AN INTEGRAL PART HEREOF. TOGETHER THEY CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS. Original statement of condition still standing upon renewal.**

The undersigned acknowledges receipt of (1) an executed copy of this Lease, (2) a Security Deposit and Last Month's Rent Receipt, (3) a Statement of Condition, (4) Addendum A; and (5) Lead Paint Certificate.

**In Witness Whereof the parties hereto interchangeably set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2006.**

LESSEES:

LESSOR:

\_\_\_\_\_  
**Sample**

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

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

Puffton Village does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

Initial as read \_\_\_\_\_

**RECEIPT FOR  
SECURITY DEPOSIT AND/OR  
LAST MONTH'S RENT**

Lessee(s)

**Sample**

Re:

1040 N. Pleasant Street#\_0\_  
Amherst, MA 01002

**SECURITY DEPOSIT**

Lessor acknowledges receipt from Lessee(s) of **\$Sample** (an amount not to exceed one month's rent) to be held by Lessor during the term hereof as security for the performance by Lessee(s) of all lawful covenants and conditions of this lease including the obligation to pay rent: said DEPOSIT IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of such security deposit.

Lessor agrees that within thirty (30) days after the lawful termination of this tenancy the Lessor shall return said security deposit or any balance thereon, and any interest therein, if due, after deducting a(1) Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any law: and (2) a reasonable amount necessary to repair any damage caused to the premises 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, the Lessor shall provide the tenant within such thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under the pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence indicating the actual or estimated cost thereof.

The Security Deposit is presently or will be held in Account # \_\_\_\_\_ at \_\_\_\_\_

Lessee(s) shall receive interest on the amount of the security deposit at variable percentage per year, payable at the end of each year of tenancy.

**LAST MONTH'S RENT**

The undersigned accepts as LAST MONTH'S RENT the sum of **\$\_NONE\_** which must be equal to the current month's rent) which will be held and applied pursuant to Chapter 186 section 15B of the Massachusetts General Laws. Held in account number \_\_\_\_\_ at \_\_\_\_\_

Date **\_Sample**

Lessor:

New Puffton Village Apartments  
1040 N. Pleasant St. #410  
Amherst, MA 01002  
413-549-0145

Agent: \_\_\_\_\_

E & P Associates, Inc.  
1040 N. Pleasant St. #410  
Amherst, MA 01002  
413-549-0145

Initial as read \_\_\_\_\_