

New Puffton Village 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:

**Resident One
Resident Two**

(hereinafter referred to as "Lessee") said premises, **Unit # 1040 N. Pleasant St. Amherst, MA 01002** on the following terms and agreements:

1. **TERM AND RENT:** Occupancy commences upon payment and clearing of all checks required for first month's rent and security deposit, if required, and delivery of the premises on or after **June 1, 2018** and ends at 12:00 o'clock noon on **May 31, 2019** for a term of **twelve months**. **Failure of clearing of any payment, after occupancy does not affect the validity of the establishment of this Lease, however does constitute grounds for the termination of your tenancy.** The total rent due for one year is **\$11,820.00**, plus any costs or payments required to be paid by Lessee under this Lease; payable in monthly installments of **\$985.00**, plus monthly costs accrued which payments are due on the first day of each and every month of said term. Payments made to Lessor when costs or other payments required by this Lease are outstanding shall be accredited to those outstanding costs, unless indicated otherwise in writing, 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 10% 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.
2. **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. Guarantors understand that their obligations under the guarantee is also joint and several.
3. **SECURITY DEPOSIT AND GUARANTOR:** The form relating to security deposit, if any, is attached hereto and incorporated herein by reference. A Guarantor Form, if required, is attached hereto and incorporated herein by reference. Security Deposits and money remaining shall be returned in the form of one check made out to one Lessee or 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.
4. **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, which during the heating season shall mean maintaining a minimum heat in the unit of 55 F degrees, 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 mortgagees, 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). Lessee(s) must make all reasonable accommodations to allow Lessor to perform repairs and maintenance. In emergencies and to effect urgent repairs, advance notice shall not be required. During the winter, if Lessee(s) are absent from the premises for more than 48 hours, Lessor shall have the right to enter and inspect to determine that the heat level has been left at a sufficient temperature to insure the pipes will not freeze.

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 120 days of the Lease term or if the Lessee(s) are in default of any provision of this Lease. 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. Failure of Lessee(s) to allow access for any of the above stated reasons shall constitute fully and substantial grounds to terminate the Lease upon (7) seven days' notice. In addition, Lessor shall be entitled to access upon twenty-four (24) hours' notice to Lessee to perform necessary or preventative exterminations or maintenance.

5. LESSEE OBLIGATIONS: The Lessee(s) jointly and severally agree(s):

- A. To pay the rent on time, on or before the 1st 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, (see Addendum A), 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. At the end of the tenancy, all light bulbs so installed are fixtures and shall remain in the unit. Damages caused by Lessee(s), Lessee(s) family 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. Lessee should carry adequate insurance to cover all losses or damage to Lessee's personal property.
- D. To keep the yard and common areas in a neat and safe condition, and to pay all costs associated with said Lessee(s) obligations. Obligations include: to place garbage and refuse in containers and to prevent any unsanitary conditions from arising on the premises; 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.** 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 the Lease. At the present time, the Town of Amherst Bylaw 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. Garbage means normal residential trash and does not include large items such as furniture, beds, televisions or similar large items. Said items may only be disposed of with prior written permission of the Lessor. If Lessor has not approved such disposal, at its sole and absolute discretion, Lessee shall be liable for the cost of such disposal.

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 any and all fees required to have electric or utility service restored. Such termination shall constitute sufficient grounds to terminate the Lessee's right of occupancy at the sole discretion of the Lessor. Please refer to the table on the following page for a listing of Lessee(s) obligations.

	Tenant	Landlord
Heat		yes
Electricity*	yes	
Oil	n/a	n/a
Gas		yes
Air Conditioner	yes	
Cable	yes	
Water and Sewer		yes
Garbage Pickup		yes
Telephone	yes	
Other		
*electricity includes all blowers for circulating heating, dehumidifiers, and air conditioning.		

- E. To give prompt notice to the Lessor through the property manager of any maintenance or repairs in writing or by telephone, and to notify the Lessor of any absence of more than 48 hours during the heating season and to set the heat on fifty-five (55) 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 setting shall be an expense chargeable to Lessee(s) as delineated in number 4 above.
- F. To make no alteration, painting application, addition, repair, or improvement in or to the premises without prior written permission of the Lessor; to refrain from excessive use of nails or thumbtacks; no tape on walls or ceilings; or suspend or hang any decorative or practical items from the walls or ceilings. **Lessee shall not tamper with or remove batteries from any smoke detectors. Tampering with or making smoke detectors inoperable shall be sufficient grounds to terminate this Lease.**
- 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; to prohibit waterbeds, washing machines, air conditioners, space heaters, burglar alarms, clothes dryers, television antennas or aerials, satellite dishes, shutters, pools, trampolines, or similar furnishings from the premises or common areas without the Lessor's prior written consent, which may be granted or withheld at Lessor's sole and absolute discretion; to be obligated to notify Lessor of any problem with the smoke detector(s) or carbon monoxide detector(s), their maintenance, condition and operation during the period of this Lease. The following items are provided as a convenience and not as part of the tenancy N/A. If during the term of this Lease or any extension or any Tenancy-at-Will that may exist after the term of this Lease, any of the above items fails to operate or requires repairs or replacement, Lessor, at Lessor's sole and absolute discretion, may repair, replace or not without any diminution of value or rent for the premises.
- H. To prohibit pets from the premises whether owned by the Lessee(s), guests or visitors – ANY animal on the premises may constitute grounds for eviction of the Lessee(s) without additional notice, unless said animal is permitted as a reasonable accommodation. An animal may only be allowed as a reasonable accommodation if the Lessee(s) makes such a request in writing, fills any reasonable and necessary forms so Lessor may determine that such an accommodation is reasonable and meets legal requirements, and the animal is not staying at the premises prior to the reasonable accommodation request, except in the case of emergency. All consequences of any pet on the premises shall be the responsibility of the Lessee(s) including carpet cleaning and fumigation if required; and if infestation occurs, including but not limited to fleas. Lessee shall be responsible for costs to 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 Lessee(s), members of Lessee's household, relatives, guests, invitees 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, Lessor 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.

- J. Limit on Parties and Gatherings: No gatherings of over fifteen (15) people in the unit or common areas are permitted, without the Lessor's prior written permission, which permission may be granted or withheld at its sole discretion. Lessor is not 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 the sale of alcoholic beverages, and to prohibit the use of alcoholic beverages to visitors and guests not of legal age or intoxicated, and to prohibit the use and sale of any narcotics or other controlled substances in the unit, common areas or on the premises by Lessee(s), Lessee's family or guests (whether specifically invited or not). To prohibit kegs of beer from the units and all common areas, including hallways; no alcohol consumption in common areas. Any such violation of this provision shall terminate the Lessee(s) right to occupy without any notice to Lessee(s).
- L. To conserve energy and costs shared by all, through reasonable use of all facilities, common areas and utilities.
- M. Storage Area: Property of the Lessee(s) may be placed in the following storage area N/A, if available, entirely and exclusively at Lessee's risk. No storage is allowed in any other areas than those listed above, this includes attics, basements and outside sheds or garages, if not specified: storage area is NOT included as part of the leased premises and is a convenience offered when available. No occupancy or living in these areas is permitted. Any property in the storage area after the Lessee's occupancy terminates may be treated as abandoned property, removed and disposed of at Lessee's expense; Lessor is not liable for any damage caused to the Lessee's property in storage areas, including but not limited to, damage from water, moisture, dust, heat or sun.
- 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 and at Lessee's expense without any notification. No furniture may be kept or used on any porch or entryway.
- O. To not trespass or enter upon roof(s) of leased premises, except as means of egress in the event of fire or 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.
- P. 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 signed agreement shall be treated as abandoned property, the removal of which shall be at the Lessee's expense.
- Q. Mold and Mildew: Lessee(s) are responsible for cleaning and maintaining their unit, which includes removing any standing water or condensation that occurs in the unit, keeping the unit in an uncluttered condition and to not 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 shall clean the shower and plumbing fixtures as needed to prevent mold. Lessee(s) must not block or otherwise interfere with the operation of the heating or ventilation systems supplied by 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.
- R. Smoking of any substance, including but not limited to cigarettes, marijuana, cigars, clove or vaporizers or similar items in unit, internal common areas or within twenty-five (25) feet of the building, is strictly prohibited. The use of candles, incense, or other inflammatory or incendiary devices or substances, is strictly prohibited. Any such use of such devices discovered by Lessor shall be grounds for termination of the tenancy as a material violation of this Lease.

- S. REAL ESTATE ESCALATOR: In addition to the rent herein specified, the Lessee shall pay the Lessor as additional rent that portion of such any increased tax as Lessee's unit bears to the whole of the property, that portion being a total of **0.2449** % of the yearly increase in the real estate taxes over and above those for fiscal year **2018**, all of which shall be due and payable to Lessor within thirty (30) days from the date of billing by Lessor to Lessee. If the Lessor obtains an abatement of the real estate tax levied on the whole of the real estate of which the unit leased is apart, a proportionate share of such abatement, less reasonable attorney's fees, if any, shall be refunded to said Lessee.
- T. Renter's insurance required: LESSEE shall maintain with respect to the personal property contained within the leased premises and the property of which the leased premises are a part, comprehensive renter's insurance in the amount not less than \$100,000.00 with respect to tenant's personal property that may be in responsible companies qualified to do business in Massachusetts and are in good standing therein. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each Lessee and Lessor.
- U. LESSEE(S) are strictly prohibited from installing or using pools, hot tubs, trampolines, or other dangerous leisure activities. Use of grills is restricted to common areas, if allowed and designated by Lessor, at least 15 feet from any structure or tree. Grills must be stored at least five feet from the building if charcoal and 10 feet from building if gas grill. No furniture, including temporary use of furniture is permitted in the common areas. LESSOR is not liable for any damage or loss of any grill for any reason, including damage by snow removal, by the nature or natural elements or by other individuals, whether other tenants, managers or visitors. Use of grill is at the LESSEE's sole risk and any consequential injury or damage is the LESSEE's sole responsibility.
- V. BASEMENTS ARE NOT LIVING SPACE. LESSEE(S) MAY NOT USE BASEMENTS FOR SLEEPING, AS A DEN OR STUDY OR FOR ANY OTHER HABITABLE USE. STORAGE IN BASEMENTS IS AT LESSEE'S SOLE AND ABSOLUTE RISK.
- W. The growing or distributing of marijuana on the property grounds is prohibited. It is specifically prohibited to use grow lights for any plant cultivation inside or outside the leased premises or common areas of the property.

Failure to observe the foregoing provisions of this Lease shall operate to TERMINATE YOUR RIGHT TO OCCUPY UNDER 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, fourteen, (14) day 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 the premises as a result of said breach, notwithstanding any entry or re-entry by Lessor, whether by summary proceeding, termination otherwise, 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. Lessor may collect any damages through court action or actions and/or retention of security deposit as provided by law.

6. 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 provide actual relocation expenses up to \$750 total for the unit in the event of casualty making the premises uninhabitable. This payment shall be Lessor's sole obligation to the Lessee or Lawful Occupant unless the cause of the casualty making the premises uninhabitable is the result of Lessee's intentional misconduct. In the event of such a casualty, this Lease shall immediately terminate upon written notice being sent to Lessee(s) at the sole discretion of Lessor.
- C. To maintain and make all repairs within the premises.
- D. To collect rents and to comply with all applicable local and state laws, codes and rules.

7. 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, sublet, transfer or add additional occupants to the premises during this Lease. All assignees or sublessees must provide all forms, information and meet all standards and requirements of an acceptable Lessee applicant prior to acceptance or occupancy. The Lessor shall not be required to release any Lessee during the Lease term and acceptance of any sublessee shall not release Lessee(s) from their contractual obligations under this Lease unless expressly released by Lessor in writing. Lessor may recover actual costs of up to one half of one month's rent for such assignment or subletting from the Lessee(s), in addition to any rent that accrues during the Lease term not paid by Lessee or on Lessee's behalf. No person other than Lessee(s), or Lessee(s)'s children, are permitted to reside on the premises, nor shall Lessees receive mail for or post the 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 either an acknowledgement 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. If the Lessees advertise 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 months' rent for any such transfer, assignment or subletting request, which amount shall not be less than \$100.00 as the minimum administrative costs for such additional work. This amount may be higher depending on advertising, legal costs or additional time spent by staff. No transaction, assignment or subletting will be allowed if any amount of the rent obligation then due is outstanding. Transactions shall be conducted pursuant to the procedures outlined in the Assignment Request Form.
8. AUTOMOBILES: This Lease does not convey any parking rights. All vehicles parked on the property must be lawfully registered, inspected and operational. Vehicles violating this or other posted parking rules distributed to Lessee(s) during this Lease term, including impeding snow removal or access, parking on the grass, or parking in any other area that is not a designated parking space, may be towed at the owner's expense without additional notice. No vehicles may be repaired or stored on the premises. Parking spaces are not designated to any specific Lessee or unit unless so designated in writing by Lessor. Lessee is not warranted or given a parking space. Parking spaces are on a first come first serve basis. Each Lessee may park **one** lawfully registered, inspected and operational vehicle 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.**
9. COMMON FACILITIES: The laundry rooms, 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.
10. RECISION: 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 upon written notice. Lessor shall be under no obligation to make available to Lessee any apartment other than the apartment specified in this Lease Agreement.
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. EVICTION AND COLLECTION: 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 admitting liability for rent owed or a violation of Lease. The Lessee(s) shall pay all costs associated with the collection of rent over 30 days past due.

13. **RENEWAL/TERMINATION:** Lessee(s) shall indicate in writing, no less than 120 days prior to the end of the 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. Failure to give notice of desire to renew shall allow Lessor to find alternate occupants to start a tenancy at the end of Lessee(s) Lease term. Upon Lessee(s)' failure to sign a new Lease as stated above, and/or Lessee fails to 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 prior written notice plus 25%, which amount may be increased with additional 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, as Lessee upon the end of this Lease term is solely a Tenant at Sufferance.

If Lessee shall decease during this Lease term, Lessee's estate shall be liable for all rent accruing during this Lease until the executor/administrator of the estate shall remove all Lessee's possessions and surrender in writing the unit back to Lessor.

14. **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 Western Division Housing 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 the Housing Court sitting in Hampshire County) or Federal District Court held in Springfield.
15. **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.
16. **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), Sublessees, 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), Sublessees, 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)' 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.

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 an event, Lessor shall only be liable for actual moving fees up to \$750 as Lessor's sole liability.

17. **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 in any non-material manner, not in conflict with the Lease, by Lessor at any time, and Lessee shall obey this document as so amended.
18. **INSECT EXTERMINATIONS:** Lessor provides routine, preventive extermination, however additional exterminations will be scheduled as needed. Since at the inception of your tenancy, your apartment is free of any bed bugs, fleas, or similar pests, if at any point during your tenancy your apartment becomes infected with bed bugs, fleas, or similar pests, you may be held responsible for reimbursing Lessor for the cost of any treatment(s) required to address the situation, and any losses resulting from the presence of said pests. You are responsible for any such expenses incurred by Lessor to rid the apartment of these pests, or for other losses incurred, whether you yourself or one of your guests or invitees brought in the pests, or if they were introduced into the apartment through furniture, clothing, or other possessions. Towards the end of the Lessee's Lease

term, the Lessor reserves the right to inspect the apartment for conditions, including the presence of bed bugs, fleas, and/or other pests. This inspection may include any and all appropriate methods for detection of the presence of these pests, including the use of canines. You will receive notice of said inspections at least 24 hours in advance.

19. TRUSTEE: In the event that the Lessor is a limited partnership, corporation, trust, or trustee, no limited partner, corporate officer, officer, trustee, or any beneficiary or any shareholder of such trust or corporation shall be personally liable to anyone under any term, condition, covenant, obligation or agreement, expressed or implied hereunder for any loss or damage, or cause at law or in equity arising out of the occupancy of the leased premises, except to the extent required by law.
20. FIRE. If a fire occurs that damages more than 10% of the unit, Lessor shall be entitled to terminate the tenancy, at its sole option, upon delivering to the tenant a written notification of its intent to do so. Such termination shall take effect seven days after tendering said notice. Unless Lessee has given Lessor an interim or alternate address, notice shall be deemed given if delivered to the unit. Lessor may opt to not terminate the tenancy and instead repair the unit, provided the Lessor starts repairs within 90 days and continues with due diligence to finish said repairs. Lessee shall only be entitled to damages of waiver of rent for the period Lessee is not in occupancy in all cases where the fire was not caused by the Lessor's intentional wrongful act or Lessor's negligence.
21. As a courtesy, and solely if the Lessee should so elect, Puffton Village now offers tenants the ability to pay their rent through an ACH (Automated Clearing House). The ACH we use is called PayLease which enables tenants to pay through the use of e-check, credit or debit card service. The election to use ACH is solely the Lessee's. The Landlord nor Management require the use of this service. As such, any fee incurred as a result of the election to pay your rent through this service is the responsibility of the Lessee. Further, the following restrictions and reservations remain with Puffton Village:
 - a. Puffton Village reserves the right to deny the use of this service for any Lessee at its sole option based on financial status, credit scores, prior credit card history or other reasonable criteria Landlord uses to assess viability of use of the service.
 - b. ACH payment may not be used for the initial payments required to initiate a tenancy including first month's rent and security deposit, if required.
 - c. Landlord may refuse to allow payment through the service for any payment made two weeks or less before move-out, or after move out.
 - d. Landlord may terminate Lessee's right to use service with only 24-hour notice if Lessee stops payment, payment is denied for insufficient funds, or other failure by Lessee to meet his/her obligations.
 - e. Lessee will be charged a \$25 fee for any payment that is returned for any reason.
 - f. Dispute of any payment without just cause shall result in the termination of the availability of the use of this service. Lessee shall immediately be required to replace any payment due through the use of secured funds such as Money Order or Cashier's check.
 - g. Lessee is responsible to complete the application for the use of the ACH or PayLease. Landlord is not responsible for any rejection by the ACH or PayLease.
 - h. Any dispute with the service for PayLease or between the Lessee and PayLease is independent of Puffton Village or Management. Puffton Village and Management are to be held harmless for or from any claim arising from the use of this service by Lessee no matter the nature or severity of such loss or claim. By my signature below, I agree to not join Puffton Village or Management in any such dispute. If Puffton Village or Management is named, I agree to indemnify Puffton Village or Management for any legal expenses, including reasonable attorney's fees, unless they are joined due to their intentional wrongful conduct or gross negligence in respect to the service or this Agreement.
 - i. I understand that I am not required to use this service, and the election to use the same was my choice and decision. I understand that the charge for the use of this service is to compensate PayLease for their administrative costs and fees for this service and is not an expense being paid to my Landlord.

22. **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 Receipt; (2) A Statement of Condition; (3) Lead Paint Notice; and (4) Addendum A to the 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 remains controlling upon renewal.

The undersigned acknowledges receipt of (1) an executed copy of this Lease; (2) a Security Deposit Receipt; (3) a Statement of Condition; (4) Lead Paint Notice; and (5) Addendum A.

In Witness Whereof the parties hereto interchangeably set their hands and seals this _____ day of _____, 2018.

LESSEES:

LESSOR:

Resident One

By: _____

Resident Two

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.

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 hazards in the dwelling. Tenants must also receive a federal approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certificate Form** is for compliance with state and federal notification requirements.

Owner's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) N/A Known lead-based paint and or lead based hazards are present in the housing (explain).
 - (ii) N/A 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) N/A 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) N/A _____ 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.

Resident One

Resident Two

Agent **Date**

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

New Puffton Village Apartments, 1040 North Pleasant Street, #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

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 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 cause 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 pain dust and chips in the home most often come from peeling or chipping lead painted surfaces, i.e., 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 deleaded 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 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. 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 www.mass.gov/dph/clpp. You can also check with 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 clean up afterwards.
- If your home has not been deleaded, 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 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 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 at www.mass.gov/cph/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 deleaded 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 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)
Your local lead poisoning prevention program
Your local Board of Health, www.mhoa.com/roster.htm

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:
800.532.9571 or 781.774.6611
www.mass.gov/dph/clppp

Massachusetts Department of Labor and Workforce Development
(List of licensed deleadors)
617.626.6960

US Consumer Product Safety Commission
(Information about lead in consumer products)
800.638.2772 or www.cpsc.gov

US Environmental Protection Agency, Region I
(Information about federal laws on lead)
617.918.1328 or www.epa.gov/lead/

National Lead Information Center
(General lead poisoning information)
800.424.Lead (5323)

RECEIPT FOR SECURITY DEPOSIT

Lessee(s) **Resident One**
Resident Two

Re: **1040 N. Pleasant Street,**
Amherst, MA 01002

SECURITY DEPOSIT

Lessor acknowledges receipt from Lessee(s) of **\$985.00**, 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, or the end of the Lease, whichever is later, the Lessor shall return said Security Deposit or any balance therein, and any interest therein, if due, after deducting (1) Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any law; (2) a reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded, (3) any amount owing pursuant to the tax escalator clause, or other amounts allowed by law. In the case of such damage, the Lessor shall provide the Lessee 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 # 8240086020

TD BANKNORTH, 243 Triangle Street, Amherst, MA 01002

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.

Date: June 1, 2018

Lessor:

New Puffton Village Apartments
1040 N. Pleasant Street, #410
Amherst, MA 01002
413.549.0145

Agent: _____

E & P Associates, Inc.
1040 N. Pleasant Street, #410
Amherst, MA 01002
413.549.0145

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Updated 12/05/17