

LEASE AGREEMENT

PETER P. GRANDONICO (hereinafter referred to as "Lessor") with an office at 25 North Pleasant Street, Amherst, MA (telephone 253-7879) and owner of premises known as Unit #___ Gilreath Manor, Hobart Lane, Amherst, MA hereby rent to the undersigned (hereinafter referred to as "Lessee") said premises on the following terms and agreements:

1. TERM AND RENT: Commences upon payment and clearing of all checks required for first month's rent, last month's rent and security deposit, if required, and on delivery of the premises on _____ and ends at 12:00 noon on _____ for a term of _____. As a result of not moving out by noon you will be responsible for all costs and expenses including reasonable attorney fees. The total rent due is _____ plus any costs or payments required to be paid by Lessee under this lease; payable in monthly installments of _____ 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 oldest monthly installment amount specified above. Said monthly rent to be paid in a single check, money order or cash tendered on behalf of Lessees only. 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 \$25.00 for any check returned to Lessor for insufficient funds.

1B. 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, are attached hereto and incorporated herein by reference.

3. INSPECTION, DAMAGE 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 damage caused to the premises by the Lessee(s) or by any person under the 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). However, Lessee must make all reasonable accommodations to allow Lessor to perform repairs and maintenance; 24 hours notice of entering for repairs shall be deemed reasonable notice unless specific valid reason requiring greater notice is shown. 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 purchasers at any time during the lease term or to prospective tenants during the last 180 days of the lease term or if 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.

3A. Lessee acknowledges and agrees that as a courtesy to Lessee, Lessee may be allowed to take occupancy prior to cleaning, painting and repair of damages, if any, caused by prior occupants. Lessee hereby grants Lessor permission to enter the leased premises to clean and make repairs around Lessee's possessions and occupancy. Lessor shall have the right to enter to do said repairs, painting or cleaning if Lessee is not present, or if Lessee is present, to enter with one (1) hour prior notice during the first four (4) weeks of occupancy. Lessee agrees that if Lessor acts with due diligence and all repairs and cleaning is completed within the first four (4) weeks, that said actions are proper and at the convenience of Lessee.

During the months of June, July and August, if Lessee or occupants are not present, Lessor shall have the right and permission to enter the premises to make reasonable repairs, paint, improve or perform other cleaning and maintenance of the premises.

If Lessee is present, upon 24 hours notice Lessor may enter during reasonable business hours to paint, perform repairs or make improvements to the leased premises or common areas.

4. 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, and to pay for damage, including but not limited to cost of clean-up of trash to common areas or damage to lawns, caused to the premises and its common areas within five (5) days of receipt of the itemized statement of such damage and the cost to repair it. 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; Lessee shall carry adequate insurance to cover all losses or damage to Lessee's personal property;
- D. To furnish and pay for the heat, hot water, electricity, oil, telephone, gas, air conditioner, cablevision, and to have such service in the name of an occupant or Lessee from the inception of the tenancy and to pay all costs associated therewith; 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.** 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. If Lessee's or their authorized occupants misuse recycling by placing inappropriate or non-recyclable materials in recycling area, a twenty-five (\$ 25) dollar fee will be charged for the Lessor's administrative and maintenance costs for removing the misplaced and offending material.
- E. To give prompt notice to the Lessor of any maintenance or repairs in writing or by telephone, and to notify the Lessor of an absence of more than one (1) week during the heating season;
- F. To make no alteration, painting application, addition, repair or improvement in or to the premises without the prior written permission of the Lessor and also to use no nails, staples, or tape to suspend or hang any decorative or practical items. If any remodeling was performed by the Lessee, with or without permission, including but not limited to, walls erected, Lessee shall remove said remodel or work and restore the leased premises to its original condition prior to vacating, at the sole option of the Lessor. All said work must be done to in a workmanlike manner, meet industry standards and

receive all necessary permits and approval from the Town of Amherst;

- 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, electric or space heaters or air conditioners or similar furnishings from the premises and to be obligated to notify Lessor of any problem with the smoke detector (if provided), its maintenance, its condition, and its operation during the period of this lease. No live Christmas trees allowed;
- 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 the Lessee(s), members of the 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 any other Tenant, neighbor, guest, maintenance worker or management personnel. The receipt 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. Notice of Parties: The Lessee(s) shall not have parties or gatherings of over 10 people; Knowledge of said gathering by the Lessor in no way implies Lessor(s) consent or liability 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, or to the common areas, or surrounding community by the Lessee, their invitees, or guests, whether specifically invited or not. Presence of individuals at the leased premises or common area shall be deemed at the request and consent of the Lessee;
- 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 on the premises; Violations of this section shall immediately terminate the tenancy pursuant to M.G.L.c 139 § 19;

- L. No kegs or bars are permitted on the premises; occupants may not install any bars, plywood or other material that substitute or act as a bar.
- M. To conserve energy and costs shared by all, through reasonable use of all facilities, common areas and utilities;
- N. Storage Area: Property of the Lessee(s) may be placed in the following storage area _____, if available, with the permission of the Lessor, which permission may be revoked at any time at the sole and absolute discretion of the Lessor. Said storage is 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; the 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. However, use of the storage area as a study or laundry room is permitted, provided no beds are placed in the area or use of the area as a bedroom. Lessee hereby indemnifies and holds Lessor harmless for any injuries, loss, damages or other harm caused by the use of the basement as bedrooms. 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 Lessee's property in storage areas, including but not limited to, damage from water, moisture, dust, heat or sun. Storage of articles should be at least 24 inches above the floor. Any damage to personal property in this area is at the risk of Lessee(s). No wood, construction materials or personal possession, unless otherwise allowed in writing, may be kept or present in the common areas, including the outside. Any such material may be removed and thrown away without notice at the sole and absolute discretion of the Lessor;
- O. Porches, halls, entryways, stairwells, stairways, or other common areas are NOT storage areas unless so designated in writing. Storage or occupancy as living space in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's option at Lessee's expense. No furniture is to be placed or stored on any lawn. Gas grills may only be placed in the rear of the unit in designated areas, permission must be requested in writing for a gas grill and its location, permission is at the sole option of the Lessor. No swimming pools are allowed on the premises;
- P. To not trespass or enter upon roof(s) of Leased Premises,

except as means of egress in the event of fire or other similar emergency. Any entry upon roof(s) by Lessee(s), Lessee's family or guests is a violation of the lease and constitutes grounds for eviction; and

- Q. No furniture may be left behind in the premises. Any property left behind without the express written permission from the Lessor shall result in charges for such removal borne by the Lessee.
- R. The use of candles, incense, or other inflammatory or incendiary devices or substances, except in the case of emergency as a result of a lack of power to the unit, other than a utility shut off caused by tenant non-payment, 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. Mold and Mildew: Tenants 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. Tenants 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. Tenants must not block or otherwise interfere with the operation of the heating or ventilation systems supplied by Landlord, and must inform Landlord immediately if such equipment malfunctions. Tenants should contact Landlord immediately if the Lessee(s) see or suspect mold or mildew grow.
- T. Water: As the premises has a separate meter for measuring water flow, tenants shall pay for all water charges associated with their tenancy. A meter reading will be performed at the time tenant's surrender to determine any outstanding water bill owed by tenant at that time. If the town does not bill tenant directly, tenant shall reimburse landlord within 30 days after presentment of a water bill.
- U. 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 2007 all of which shall be due and payable to LESSOR within thirty (30) days from the date of billing by LESSOR to LESSEE.
- V. Recycling and the Disposal of Rubbish & Trash: Do not store trash or rubbish outside your unit except in the designated receptacles for trash. A charge of \$50.00 will be assessed for any trash that our Grounds Maintenance Staff has to remove from outside of your unit (including but not limited to: stair

cases, back porches, fire escapes, back lawns etc.). This policy holds whether you have had rubbish outside for 5 minutes or 5 hours.

Failure to observe any provisions of this Lease shall operate to TERMINATE THE 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) days notice to Lessee(s) shall be deemed sufficient.

If this lease is breached by the Lessee(s) and the Lessor elects to terminate the right to occupy the leased premises as a result of said breach, notwithstanding any entry or re-entry by landlord, whether by summary proceeding, termination or otherwise, Lessee(s) shall be liable for all rental obligations, on the date originally fixed, 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 electrical, plumbing, sanitary, heating, and other facilities and appliances supplied by the Lessor;

B. To maintain and make all repairs within the premises;

6. ASSIGNMENT and SUBLETTING: The Lessee represents that occupancy of the premises is to be underlet to members of the Lessee's family and/or friends. At the time of the signing of the lease, Lessee agrees to notify the Lessor in writing of the names, ages, and alternate addresses (if any) of the occupants, up to four persons lawfully on the premises, and for whom the Lessee assumes full responsibility. Only with prior written assent of the Lessor, which assent is at the sole and absolute discretion of Lessor, the Lessee(s) may assign or sublet or allow an amendment of lease for early termination in respect to the premises during this lease, upon payment of a \$ 450.00 administrative fee. Lessor reserves the right to refuse any change in occupants, assignments, or sub-leasing for any reason. 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. Lessee acknowledges that they are responsible for the full performance of this lease if a suitable replacement tenant is not found. The Lessor shall not be required to release any Lessee during the lease term. No person other than Lessee(s) are permitted to reside on the premises, nor shall Lessee's 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 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 further agrees that no person shall be permitted to occupy the premises unless the Lessee assumes full responsibility for such person whether or not Lessee has given Lessor written notice as provided herein. The Lessee designates all occupants on the premises as the Agent in Fact of Lessee.

7. AUTOMOBILES: The Lessee(s) may only park two (2) lawfully registered, inspected and operational passenger automobiles in the parking areas which display an appropriate parking sticker, if applicable to said property, no matter how many individuals actual reside or occupy the premises. Vehicles violating this or other posted parking rules or other rules distributed to Lessees during the lease term, impeding snow removal or access, or parked on the grass may be towed at the owner's expense without additional notice. No vehicles may be repaired or stored on the premises. Any change from the two originally issued parking permits must be approved by the Lessor. Parking spaces are not designated to any specific Lessee or unit unless so designated in writing by Lessor. Granting the right to park a vehicle does not warranty Lessee a parking space. Parking spaces are on a first come first served basis.

Additional parking stickers may be permitted when all aspects of the tenancy are in good standing, including but not limited to the whole unit being current in the rent, there have been no violations of the lease such as loud noises, gatherings over 10 persons, no trash outside unit or in common areas, no furniture in front of building and any grills are located in the appropriate areas, and a payment in the amount of \$400.00 is made to Lessor. Lessor may deny a request for additional parking sticker(s) for any reason at Lessors sole discretion. Any additional parking stickers, and corresponding permission to park at the property may be revoked at any time, for any reason, at the sole discretion of the Lessor.

8. 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.

9. 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.

10. 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 the event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred. The Lessor may be deemed to be a prevailing party if the Lessor initiates valid legal action for a breach of any Lease term, and the 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 Judgment of the Court admitting liability for rent owed or a violation of the lease. The Lessee(s) shall pay all costs associated with the collection of rent over 30 days past due.

10A. CHOICE OF FORUM (JURISDICTION): All disputes, claims or other court actions concerning the Landlord/Tenant relationship, including but not limited to claims under G.L.c. 111 § 127 et seq., G.L.c 186 § 11, 12, 14, 15B, 15F, 18, or G.L.c. 239 § 1 et. seq., must be only brought in the Northampton District Court, or Hampshire Superior Court, or Western Division of the Housing Court Department established for Hampshire County. 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 Federal Court located in Western Massachusetts.

11. RENEWAL: Lessee(s) shall indicate in writing, no less than one hundred and eighty (180) days prior to the end of his/her 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.

12. WAIVER OF SUBROGATION: Each party waives any and every claim which arises or may arise in its favor and against the other party hereto 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.

13. SEVERABILITY: In the event that any provision of this agreement is invalidated by a court of competent jurisdiction, then said provision shall be severed and all remaining provisions shall be enforced to the extent legally permissible.

THIS LEASE WILL INCLUDE UPON THE TENDERING OF ALL FUNDS AND RECEIPT OF ALL SIGNATURES: (1) A SECURITY DEPOSIT RECEIPT, (2) LAST MONTH'S RENT RECEIPT, (3) A STATEMENT OF CONDITION (4) LEAD PAINT CERTIFICATION FORM, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND FORM AN INTEGRAL PART HEREOF. TOGETHER THEY WILL CONSTITUTE

THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS.

In Witness Whereof the parties hereto interchangeably set their hands and seals this _____ day of _____, 20__.

LESSEES:

LESSORS:

By: _____

Dated: _____

The personally appeared the above named _____ and acknowledged the foregoing lease to be his/her free act and deed, before me.

Notary Public:

My commission expires: