

# LEASE/RENTAL AGREEMENT

Name:

Address:

This agreement entered and between Joseph Rotti, (hereinafter called "Lessor") and , (hereinafter called "Lessee(s)") whereby Lessee hereby leases and rents from Lessor those certain premises described above for a term of 12 months beginning , 20 at 3pm and ending , 20 at noon and at a monthly rental of \$ for a(n) apartment/house, which rental Lessee expressly agrees to pay in advance on the 1<sup>st</sup> day of each month.

[www.premierpropertiesofma.com](http://www.premierpropertiesofma.com)

**Please find the answers to all Frequently Asked Questions and other useful information on our website!**

**For emergencies between the hours of 8:30 pm - 6:00 am, please call our office [(508) 762-4664] and select the option for emergencies (currently extension 1). Examples of emergencies include:**

- **No heat on cold nights**
- **Smoke/CO Alarms going off**
- **Water leaks or overflows that cannot be contained in a sink, tub or bucket until morning**

Please note that you will receive an email to set up an account on our Property Managers' website prior to your move in. This website will be referenced throughout the lease as the main correspondence to our Property Management group, as it has the benefit of informing the entire group and all owners automatically the moment the request is made. It also will update the Lessee and the entire group when the request is being addressed.

We strongly prefer for rent payments to be made electronically through your web portal on Buildium. However, if this is not feasible for you, then we do accept checks, which should be made payable to Joe Rotti and mailed to 91 Sewall St, Shrewsbury, MA 01545. The Lessor shall not be asked to travel to the apartment to pick up cash payments.

This lease includes:  Use of a parking area for \_\_\_\_\_ registered and insured motor vehicles only, or  
 Off-street parking on a first-come, first-serve basis.

Please note that on-street parking may require a resident parking permit (street signs should indicate this), which are available at Worcester's City Hall (<http://www.worcesterma.gov/parking/residential-parking-program>). Street parking is also subject to parking bans, such as snow emergencies. Lessor is not responsible for informing Lessees when such bans are in effect.

In consideration of the mutual promises and covenants hereinafter stipulated the parties hereby agree as follows:

**1. OCCUPANCY USE:** The premises shall be occupied by the Lessee above named and 0 children only, named; N/A

The premises shall be used as a private residence only. No other person(s) shall occupy the said premises without written consent of the Lessor.

**2. DEFINITIONS:** The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he," "his," "him," "she," and "her" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.

**3. PETS:** Pets of any type are not permitted in or on the premises under any condition, with the exception being animals documented for specific health or welfare reasons, an example being "seeing-eye dogs" Documentation herein is defined by notice from doctor defining necessity for said animal, and documentation of training of said

animal from a certified training facility. Documentation must be delivered to the Lessor before said animal enters the subject premises.

**4. ASSIGNMENT OR SUBLETTING:** The Lessee further covenants that he/she will not assign, sublet, or transfer said premises or any part thereof without the Lessor's consent endorsed in writing hereon; also that the written assent hereon to one assignment or transfer of this lease or subletting shall not be considered as a waiver of this covenant by the Lessor to any subsequent assignment, transfer, or subletting, nor shall such written assent to any assignment or transfer, release said Lessee from liability hereunder.

**5. ADDITIONAL CHARGES:**

- (a) Lessee shall pay an additional charge of \$25.00 for each returned check unpaid, as a handling charge. In the event that more than one check is returned, Lessee agrees to pay all future rents and charges in the form of a cashier's check, certified check, or money order.
- (b) Any charges for rent, cleaning, repairs, or any other damages sustained by the Lessor under the terms of this Agreement, that are not covered by the "Security Deposit" and that are not paid within 14 days after vacating the premises, shall earn interest thereafter at the rate of 5 percent per annum.
- (c) The replacement charge for lost or unreturned door keys or mailbox keys shall be \$10.00. Locks may not be changed by Lessee without prior written approval of Lessor and the new key given to Lessor within seven days of the change.
- (d) A late fee of \$100 will be charged on rent that is over thirty (30) days late. Lessee shall pay \$5.00 per day as late charge for each additional day (after the 30<sup>th</sup>) the rent shall remain unpaid for each breach of this condition.

**6. UTILITIES:** Lessee shall pay for all utilities supplied to the premises except for water and sewer. This includes payment on time of all utilities incurred during the term of this lease and will be considered a breach of contract with Lessee bearing the consequences of legal action.

**7. CONDITIONS & INVENTORY:** The stove, refrigerator, and/or any other appliances, if any, delivered with the Premises are for the convenience of the Lessee, but are not guaranteed to operate for the duration of the agreement. If one is to go inoperable, the Lessor has 15 days to repair or replace. Expired light bulbs and smoke/CO detector batteries shall be replaced by Lessee.

**8. ALTERATIONS:** Lessee shall not make, or allow to be made any alterations, installations, repairs, or redecoration of any kind to the premises including but not limited to painting of walls, ceilings, woodwork, structural changes, etc. without written permission of the Lessor; provided, however, that notwithstanding such consent, all alterations including items affixed to the premises shall become the property of the Lessor upon termination of the lease. The Lessee shall not hang or paint any sign on the premises which can be seen outside of the premises.

**9. KEYS AND LOCKS:** Upon termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term hereof, and if the Lessee reports such condition to the Lessor, then and in that event, the Lessor shall, within a reasonable period of time following receipt of notice of from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly, within seven days, give a duplicate key to any such changed, altered, replaced or new lock to the Lessor.

**10. REPAIRS:** Lessee shall, upon moving in, inspect the Premises and notify Lessor in writing of any defects or damage within 48 hours. Absent such notice, the Premises will be deemed to be in good working order and condition. In the event that repairs or maintenance is required, Lessee must promptly contact the Lessor through the online tenant portal. For emergencies presenting an immediate threat to life or property, such as a fire, call 911 first, then notify Lessor. For urgent issues like a significant water leak, Lessee must immediately notify the Lessor via the online portal and call or text (508) 762-4664. Lessor will provide immediate guidance to mitigate damage, such as shutting off the main water valve. Lessee shall be held liable for any consequential damage resulting from their failure to provide immediate notification of a known leak. Lessor will make necessary repairs to the Premises with reasonable promptness after receiving written notice from the Lessee. However, the full cost of any repair necessary due to the negligent or willful act or omission of the Lessee, their family, or guests, will be the sole responsibility of the Lessee and billed as "Additional Rent." This includes, but is not limited to:

- Damage to pipes caused by freezing due to the thermostat being set below 55° F.
- Clogged drains or toilets resulting from the introduction of improper articles (refer to Section 11: PLUMBING).
- Damage caused by overflowing sinks, tubs, or toilets not immediately attended to by the Lessee.

**11. PLUMBING:** The Lessee should use precautions against stoppage of water closets, disposals, and waste pipes (including toilets, sinks and showers). The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor or an independent contractor employed by the Lessor.

Waste from bathtubs, sinks and shower stalls will, through normal use, collect in their respective drain line traps. Soap residue, body oils, and hair need to be cleared from time to time either by use of chemical drain cleaners, or manual augers. The Lessee is liable for this maintenance based on need and usage.

Toilets: Please understand that the built in drain system of a toilet is unique in comparison to other drains for purpose of flushing and removal of what is called sewer gas. Toilets are made of porcelain or a porcelain coating, which if augured to clear the system, could break the toilet. Many contemporary toilets also are designed to save water and do not flush as well as many older designs. Plugged toilets usually require use of a plunger that can be purchased at any hardware or even the grocery store. Please do not dispose of feminine hygiene products in a toilets.

**12. CLEANLINESS:** The Lessee shall maintain the leased premises in a clean condition. The Lessee shall not sweep, throw or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Lessor. **It is important that we all work together to avoid rodents and insects.** All trash receptacles both in the house and outside of the house shall be covered at all times so that rodents and insects do not have access. All garbage shall be removed from the premises (house and lot of land) at least weekly. All surfaces, including cabinets, counters, refrigerators, stoves, and floors shall be kept clean and free of grease, crumbs, and spilled or unsealed foods. All dishes and other items used to prepare and eat food shall be cleaned daily.

**13. VEHICLES:** All vehicles must have current registration and license plate or will be removed at Lessee's expense within seven days after written notification.

**14. RIGHTS OF ACCESS & INSPECTIONS:** Lessor shall be allowed to enter said premises at reasonable times with 24 hour notice to inspect, redecorate, remodel, show the premises to prospective tenants, purchasers, or representatives of insurance or lending institutions, or to make repairs. However, in no event, shall repairs made

by Lessor be deemed a waiver of Lessor's right to hold Lessee liable therefore. In case of emergency, Lessor, may enter at any time to protect life and prevent damage to the premises. Lessee authorizes Lessor to advertise premises as "For Rent", including any signs desired by Lessor, and to show the premises to prospective renters after Lessee has given or been given notification of termination.

**15. LIABILITY:** Lessee shall be liable for the care, custody, and control of premises. Lessor shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises or building, nor for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, water, rain, or snow, which may come into issue or flow from any part of said premises or building or from the pipes, plumbing, sprinklers, or any electrical connections thereof or by any other cause whatever and the Lessee shall make no claim for any such loss or damage. The Lessee agrees to indemnify and hold the Lessor harmless from any liability, loss, or damage arising from the actions, neglect, carelessness of, or nuisance caused by, the Lessee or the guests of the Lessee. It is understood that all tenants should carry a Rental Insurance Policy, including contents, fire, extended coverage insurance and liability insurance, and do so at his own expense.

**16. RENEWAL:** Lessee agrees that his/her occupancy of said premises beyond the term of this lease shall not be deemed as a renewal of this lease for the whole term but that acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only. Please note: Lessor has the right not to accept renewal beyond the term of this lease.

**17. TERMINATION:** This agreement and the tenancy hereby granted may be terminated at any time, commencing with the first day of the 13th month by either party hereto by giving the other party written notice BEFORE the 1<sup>st</sup> day of the last month of occupancy. Lessee shall remove all of Lessee's property and deliver possession premises in a clean condition and good order and repair.

**18. SURRENDER:** Upon the termination of this Lease, Lessee shall deliver up the Leased Premises in as good order and condition as the same were in at commencement of this Lease, reasonable wear and tear only accepted.

**19. ABANDONMENT:** Lessee's absence from the premises for 14 consecutive days while the rent remains due and unpaid shall be deemed an abandonment of said premises. The Lessor may, at his/her option, declare this lease forfeited and store at Lessee's expense any property remaining on the premises and re-rent said premises without any liability to Lessor whatever.

**20. FIRE, EMINENT DOMAIN, OR OTHER CASUALTY:** If the leased premises or any part thereof shall be taken for any purpose by the exercise of the power of eminent domain or condemnation, or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, or if the premises are rendered substantially uninhabitable by fire or other casualty, then this lease shall terminate at the option of Lessor or Lessee, and such option may be exercised in case of any such taking notwithstanding that the entire interest of Lessor may have been divested by such taking. The Lessor does have fire insurance which provides the Lessee with up to \$750.00 in benefits to cover the costs of relocation of the Lessee displaced by fire or damage resulting from fire.

**21. GENERAL:** Neither the Lessee nor his/her family, friends, relatives, invitees, visitors, agents, or servants shall make or suffer any unlawful, noisy, or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises (unit or common area), nor create any substantial interference with the rights, comfort, safety, or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills. None of the Lessee's property shall be placed in the common areas. No space heater, clothes dryer, television antenna, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.

Violation by Lessee of any of the above shall be deemed sufficient cause for termination of this agreement. Lessee's representations made in the rental application shall be considered inducements to Lessor to execute this agreement. Misrepresentations in the application shall be considered as cause to terminate this agreement. Waiver by the Lessor of any breach of any term or condition of this agreement shall not constitute a waiver of any subsequent breach. All monies received by Lessor shall be applied first to non-rent obligations of the Lessee, including late charges, and charges for returned checks, if any, then to rent, regardless of notations on check.

**22. OTHER REGULATIONS:** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, safety, comfort, and convenience of all the occupants of said building.

**23. POSSESSION:** In the event that the Lessor can not allow the Lessee to move in on the date stated above, through no fault of the Lessor, the Lessee will owe no rent until the Lessor is allowed to move in (rent shall be abated on a daily basis until possession is granted) and the Lessee will have no claim against the Lessor. If the Lessor can not allow the Lessee to move in within thirty (30) days of the date stated above, either party may terminate this agreement and any money paid to the Lessor shall be returned to the Lessee and the Lessee will have no claim against the Lessor

**24. NON-PERFORMANCE OR BREACH BY LESSEE:** If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease by a fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.

**25. ATTORNEY'S FEES & COURT COSTS:** In the event that it is necessary to retain an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs required to do so.

**26. NONDELIVERY OF OCCUPANCY:** Lessor shall not be liable for any monetary loss or inconvenience and Lessee agrees to hold harmless the Lessor if occupancy cannot be delivered to Lessee.

**27. AUTHORITY:** If this agreement is not signed by all the Lessees named herein, the one signing warrants that he or she has the authority to sign for the other(s). Headings are for convenience and do not limit or amplify the terms of this lease.

**28. SEPARABILITY CLAUSE:** If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby. It is understood and agreed the terms of Lessor and Lessee shall include the executors, administrators, successors, heirs, and assigns of the parties hereto, and the term Lessor shall include managers, janitors, maintenance and repair persons, and other agents for Lessor.

**29. NOTICE AND SERVICE OF PROCESS:** Notice shall be deemed adequate and properly given if given in writing and delivered in hand to the Lessor or an adult residing on the premises, mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party, (a) in the case of the Lessor, to 91 Sewall St, Shrewsbury, MA 01545 or any other address of which Lessee has received notice; and (b) in the case of the Lessee, the Leased Premises, or if said notice is delivered or left in or on any part thereof, provided that there is actual or presumptive evidence that the other party or someone on his/her behalf received such notice; or any

other address of which Lessor has received notice; or (c) however, deemed adequate by law, at that time.

**30. NO SMOKING POLICY:** Lessee, or Lessee's family or guests shall not smoke within premises (including smoking with device held out of a door or window). This includes smoking cigarettes, cigars, pipes or any other smoking device. This policy is in effect desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking. Lessee acknowledges that Lessor's adoption of a no smoking policy does not make the Lessor the guarantor of the Tenant's health or of the smoke-free condition of the premises. If smoking does occur on the premises: (i) Lessee is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, and removal of debris; (ii) Lessee is in breach of this agreement; 3) Lessee, guests, and all others may be required to leave the premises; and 4) Lessee acknowledges that in order to remove odor caused by smoking, the Lessor may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

**31. Alcohol Use:** The Lessor does not provide, sell, or serve alcoholic beverages and does not authorize parties or gatherings where alcohol is supplied to guests in a manner that could create safety risks or disturb neighbors. Lessees and their guests are expected to consume alcohol, if at all, responsibly and in compliance with all laws. Any activity involving alcohol that results in unsafe conditions, property damage, or injury is strictly prohibited. By signing this Lease, Lessee agrees that any alcohol brought onto the premises is for their personal use only, and that the Lessor has not "permitted" alcohol for the purposes of serving, selling, or furnishing it to others.

All necessary payments shall be made before possession of the premises is taken.

SECURITY DEPOSIT	\$ /\$
FIRST-MONTH RENT	\$ /\$
LAST-MONTH RENT	\$ /\$
TOTAL	\$ /\$

Lessee acknowledges:

- (a) That he/she has read this agreement and he/she has not relied upon any oral provisions or warranties made by the Lessor.
- (b) Rules and Regulations Addendum
- (c) Requirement to provide Signed Guardian Forms that have been provided

**THIS IS A LEGALLY BINDING CONTRACT  
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee