

LEASE AGREEMENT

Amshrew Associates, owner of the premises at and known as Brandywine Apartments, Brandywine Drive, Amherst, Massachusetts, and managed by **Snow Asset Management**, 287 Hunting Ridge Road, Stamford CT 06903, (203) 322-7170, and locally represented by agent at 16G Brandywine Drive, Amherst, Massachusetts, Ph.# 413-549-0600 (emergency maintenance Ph. # 413-549-6020), hereby leases and demises to the undersigned Lessee(s) the premises known as Brandywine Drive, Amherst, Massachusetts, upon the following terms and conditions:

1A. TERM AND RENT: 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 at 2:00pm and ends at 9:00am on for a term of months. 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 monthly installment amount specified above. Any payment not received from a Lessee shall only be accepted, if at all, on behalf of the Lessees and shall not constitute any relationship or tenancy with said party. In the event any amount payable by Lessee is not received by Lessor within thirty days of the due date, then Lessor may assess a late fee in the amount of 5% of such late or defaulted payment. Lessor may assess an administrative fee of \$80 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, LAST MONTH'S RENT AND GUARANTOR: The forms relating to Security Deposit, if any, are attached hereto and incorporated herein by reference. A guarantor form (co-signer form), if required, is attached hereto and incorporated herein by reference. Security Deposits and Last Month's Rent, when applicable and money remaining, shall be returned to all Lessees in the form of one check made out to all Lessees and tendered to Lessees designated agent. If Lessees do not designate only one individual to receive the security deposit return, Lessor may tender any such security deposit to any of the Lessees at Lessor's sole discretion.

3. INSPECTION, 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, which during the heating season shall mean maintaining a minimum heat in the unit of 50 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 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(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.

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 90 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.

In addition, Lessor shall be entitled to access upon twenty-four (24) hours notice to Lessee to perform necessary or prophylactic exterminations or maintenance.

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;

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B. To maintain the premises and common areas in a clean, neat and undamaged condition at all times, and to pay for damage caused to the premises and its common areas within five (5) days of receipt of the itemized statement of such damage and the cost to repair it. 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 shall 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 furnish and pay for

tenant obligation:		landlord obligation:	
heat:			X
electricity	X		
gas			X
water and sewer			X
telephone	X		

and to pay all costs associated with said tenant obligations; 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.

- 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. Any damage that is caused by Lessee(s)'s failure to timely notify Lessor shall be an expense chargeable to Lessee(s) as delineated in paragraph 4 (b);
- F. To make no alteration, painting application, addition, repair or improvement in or to the premises without the prior written permission of the Lessor and also to refrain from excessive use of nails and to refrain from any use of tape to suspend or hang any decorative or practical items;
- G. To use all appliances and fixtures provided by the Lessor in the proper manner and not to add or relocate any appliances or equipment without the prior written permission of the Lessor and to prohibit waterbeds, washing machines, air conditioners, space heaters, burglar alarms , clothes dryer, television antennas or aerials, shutters, or similar furnishings from the premises without Lessor's prior written consent, which may be granted or withheld at Lessor's sole and absolute discretion, and to be obligated to notify Lessor of any problem with the smoke detector (if provided), its maintenance, its condition, and its operation during the period of this lease. 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 Lessors 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) 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 animal 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 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

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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 Gatherings: No gatherings of over 12 people from the unit or common areas are permitted; Lessor is not liability for the conduct, actions, transportation to or from any party or gathering, 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).
Violations of this section shall immediate terminate the tenancy pursuant to M.G.L.c 139 § 19 or any other similar state or federal law. Any such violation shall terminate the Lessees right to occupy without any notice to Lessee(s);
- L. To prohibit kegs of beer from the units and all common areas, including hallways; violation of this provision constitutes a full and complete violation of this lease.
- 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 (not available), 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; 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. 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.
- O. Porches, halls, entryways, stairwells, stairways, attics, cellars or other common areas are NOT storage areas unless so designated in writing. Storage in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's option at Lessee's expense;
- 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;
- Q. To remove all personal property at the termination of the Tenancy; Personal property or furniture may only be left in the Leased Premises for the next occupants with the prior written assent of Lessor, and signed approval of both the present Lessee and subsequent occupant. Any property left without such signed agreement shall be treated as abandoned property, the removal of which shall be at Lessee's expense.
- R. Smoking in unit, internal common areas or within 5 feet of the building is strictly prohibited. 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, 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.

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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 Lessee(s) right to occupy the 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 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;
- C. To collect rents; and
- D. To comply with all applicable local and state laws, codes and rules.

6. ASSIGNMENT and SUBLETTING: Only with prior written assent of the Lessor, which assent may be granted or withheld at Lessor's sole and absolute discretion, may the Lessee(s) assign or sublet the premises during this lease. All assignees or 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). No person other than Lessee(s), or Lessee(s)'s children, 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 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.

7. AUTOMOBILES: The Lessee(s) may park lawfully registered, inspected and operational passenger automobiles in the parking areas which display an appropriate parking sticker, if applicable to said property. Vehicles must be registered to lessee. Permit fees may apply. Vehicles violating this or other posted parking rules or other rules distributed to Lessees during the lease term or impeding snow removal or access or parked on the grass, unless permission to park on grass is given in writing by Lessor, 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. Granting the right to park a vehicle does not warranty Lessee a parking space. Parking spaces are on a first come first served basis.

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 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 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.

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11. **RENEWAL:** Lessee(s) shall indicate in writing, no less than 90 days prior to the end of his lease term, of Lessee's wish to renew the lease for an additional lease term. Lessee(s)' indication of Lessee's desire to renew shall not bind Lessor to renew this lease. Upon Lessee(s)' failure to sign a new lease as stated above, and/or Lessee 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, 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, is solely a Tenant at Sufferance.

12. **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 any Housing Court 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.

13. **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 form 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.

14. **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 other Lessee(s), sublessees, tenants, their guests or invitees, or 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.

15. **RULES AND REGULATIONS:** Lessee(s) agree to obey the Rules and Regulations of Lessor. A current copy of the Rules and Regulations, if any, are attached hereto. The Rules and Regulations may be amended by Lessor at any time, and Lessee shall obey them as so amended.

16. **SEPARABILITY:** If any provision of this Lease is held invalid, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.
THIS LEASE INCLUDES: (1) A SECURITY DEPOSIT - LAST MONTH'S RENT RECEIPT, (2) A STATEMENT OF CONDITION, (3) 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.

The undersigned acknowledges receipt of (1) an executed copy of this Lease, (2) a Security Deposit/Last Month's Rent Receipt, and (3) a Statement of Condition.

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

LESSEES:

LESSOR: Amshrew Associates

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By: _____
Authorized Representative

BRANDYWINE APARTMENTS
Amherst, MA 01002
16 G Brandywine Drive
TEL. 413/549-0600
FAX 413/549-1319

**RECEIPT FOR
SECURITY DEPOSIT and/or
LAST MONTH'S RENT**

Brandywine Drive
Amherst, MA 01002

SECURITY DEPOSIT

Lessor acknowledges receipt from Lessee of **\$0.00** (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 of all lawful covenants and conditions of this lease including the obligation to pay rent, said DEPOSIT IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of such security deposit.

Lessor agrees that within thirty (30) days after the lawful termination of this tenancy the Lessor shall return said security deposit or any balance thereon, and any interest therein, if due, after deducting

(1) Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any law, and

(2) A reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, the lessor shall provide the tenant within thirty (30) days with an itemized list of damages, sworn to by the lessor or his agent under 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 number **636-090-0879 at Bank of America, Amherst, MA 01002.**

Lessee shall receive interest on the amount of the security deposit at the rate of **1.85 percent** per year, or such lesser amount of interest actually accrued as provided by law, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

The undersigned accepts as LAST MONTH'S RENT the sum of **\$0.00** (which must be equal to the current month's rent) which will be handled and applied pursuant to Chapter 186 section 15B of the Massachusetts General laws.

Date
Snow Asset Management
287 Hunting Ridge Road
Stamford, CT 06903
203/322-7170

Authorized signature: _____
Andrew R. Newcomb
16 G Brandywine Drive
Amherst, MA 01002
413/549-0600

Provisions which do not apply should be deleted.