

2014

BLU
RIDGE
MANAGEMENT

[TENANT HANDBOOK]

The Blu Ridge Management Tenant Handbook is updated on an annual basis. Any violator of this policy is subject to immediate eviction.

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I. RENTAL AGREEMENT:

The first month's rent, security deposit and key deposit, (collectively the "total deposit") will be held in accordance with applicable laws, rules and regulations, must be paid and delivered to the Owner/Landlord.

II. MONTHLY RENT PAYMENTS

Rent payment is due on the first day of each month. Please submit your monthly rent payment in an envelope with your name and apartment number clearly stated either through the Office mail box located in the lobby area or mail to:

**Harvard Tower Corporation
645 Beacon Street
Boston, MA 02215**

Please ensure that your apartment number is listed on your rent check. All rent payments should be in the form of a personal check or a bank cashier check made payable to **Harvard Tower Corporation**.

Any rent payment received on or after the 15th of each month is deemed late and the tenant will receive a written *fourteen (14) days Notice to Quit*. After the notice to quit has run its course and we still do not receive the tenant's rent payments, the tenant should expect to be served by a Constable or Sheriff with a Summary Process Summons and Complaint form for eviction. The tenant will be responsible for any and all costs related to the eviction process.

III. MOVING IN

The Tenant must pre-schedule the move-in date and time at least twenty-four (24) hours in advance of the move. Tenants shall use the back entrance located at the G1 garage level of the property for moving in only. At no time shall the Tenant use the Lobby Area for moving.

IV. HEAT AND OTHER UTILITIES

The Tenant shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes that are furnished to the demised premises and presently separately metered. The Landlord agrees that s/he will furnish reasonably hot and cold water and a reasonable heat source and air conditioning source. The electricity charges for the source for the heat and air conditioning shall be paid by the Tenant (except to the extent that such water and heat are furnished through utilities metered to the demised premises as stated above) during the regular heating season, all in accordance with applicable laws, but the failure of the Landlord to provide any of the foregoing items to any specific

degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Lessor.

Electricity Service
NStar Electric
(800) 592 2000

Telephone Service
Verizon Telephone
(800) 837 4966

Cable/Internet Service
Comcast Cable
(617) 787 6616

V. TENANT AND LANDLORD FURTHER COVENANT AND AGREE:

That during the term of this agreement and for such other and further period as the said tenant shall occupy the said premises, all of the terms, covenants and conditions contained herein shall remain in full force and effect.

For Maintenance Request, please obtain a Maintenance Work Order Slip from the maintenance office which is located at the rear entrance of the G1 garage level. Fill out the form and submit the maintenance request to the drop box located on the Maintenance Office's door. The maintenance personnel will respond to your work request within 24 hours during normal business days and hours. Please provide the following information:

- a. Your name and apartment number
- b. Phone number should we need to contact you
- c. Nature of the maintenance request

Normal maintenance business hours are from Mondays through Fridays, 8:00 am to 4:00 pm. For after hour emergencies only (i.e. water pipe bursts, elevator issues, etc.) please contact us at (857) 991 – 0680.

VI. CARE OF PREMISES

The Tenant shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the premises without the prior written consent of the landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted and at the termination of this agreement shall deliver up the premises and all property belonging to the landlord in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, clothes dryer, or other aeriels, or other like equipment shall be installed without the prior written consent of the landlord. No waterbeds shall be permitted in the premises.

The Tenant shall not cover or alter any life safety devices, to include, the sprinklers or detectors.

VII. CLEANLINESS

The Tenant shall maintain the premises in a clean condition. S/he 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 landlord. Tenant shall abide by any rules or regulations regarding the storage or disposal of trash, rubbish and recyclables.

VIII. SMOKING POLICY

No tenant shall smoke, nor permit anyone to smoke, in the Tenant's apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms and facilities, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

IX. FIRE, OTHER CASUALTY

If the premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this agreement and said term shall terminate at the option of the Landlord by notice to the Tenant. If this agreement and said term are not so terminated, then in case of any such destruction of or damage to the premises, or to the common areas of the building customarily used by the Tenant for access to and egress from the premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the premises, shall be suspended or abated until the premises shall have been put in proper condition for use and occupation. If the premises or such common areas have not been restored by the Landlord to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Tenant may terminate this agreement by giving notice to the Landlord within thirty days following the termination of the thirty day period within which the Landlord failed to restore. If either party gives notice of intention to terminate under this section, this agreement shall terminate on the last day of the then-current monthly rental period.

X. DISTURBANCE, ILLEGAL USE

Neither the tenant nor his / her family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the landlord 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. The Tenant must be a considerate neighbor and respect the fact that other persons would be bothered by noise, nuisance or other disturbances. A loud party is one example of something which a tenant must avoid. Another example is playing a television, radio or stereo with the volume too high. Musical instruments should not be played at times when others in the building will be annoyed. Of course, the apartment may be used only for residence, and no business activity of any nature may take place. It is also important to maintain the good appearance of the Building, and the Tenant must never place any object on an outside window sill. No signs are allowed on windows or balconies or elsewhere on the Building or the Property.

XI. COMMON AREAS

No obstructions shall be placed in the halls or other common areas or passageways or decks. All obstructions shall be removed immediately upon discovery and the trash removal fee shall be charged to the Tenant at the rate of \$100.00 per hour, with a minimum of one hour. The fee will be invoiced to the Tenant for payment. Nonpayment will be deemed as a nonpayment of rent and will result in eviction.

The roof of the building and/or access to the roof is strictly prohibited. The use of the fire escapes in the building should be used for the use intended only, as an evacuation from the building and/or apartments during a building emergency only. At no time tenant or its visitors shall gain access to the roof and use the fire escapes. Any violators would be considered as trespassers and would be subject to eviction. Violators would be prosecuted to the fullest extent of the law.

XII. INSURANCE

We suggest that you contact your insurance agent regarding renter's insurance policy. **Our building insurance does not cover any of your personal property** in the event of fire, water damage or theft. When shopping for insurance please specify that you are looking for personal content/apartment renter's insurance.

XIII. EXERCISE FACILITY ROOM

The exercise facility is for our Tenants' enjoyment. The facility is opened daily from 5:00 a.m. to 10:00 p.m. Please do not leave minor children (under 16 years of age) unattended without parental supervision. The Landlord is not responsible for any injuries or damages to personal belongings. Please take care of the exercise equipment as well as they are shared by all Tenants.

XIV. KEYS AND LOCKS

The key deposit is \$100.00 per set. Upon expiration or termination of the agreement, the tenant shall deliver all of the keys to the premises (including mailbox keys) to the landlord and your deposit will be returned to the Tenant. Delivery of keys by the tenant to the landlord, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the premises unless so stipulated in writing by the landlord. In the event that the exterior door lock or locks in the premises are not in normal working order at any time during the term hereof, and if the Tenant reports such condition to the landlord, then and in that event, the landlord shall, within a reasonable period of time following receipt of notice from the Tenant 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 Tenant without the written permission of the landlord. Any locks so permitted to be installed shall become the property of the landlord and shall not be removed by the Tenant. The Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the landlord.

Please note that there is a fee for either the loss of your keys or in the case of a lock out. The cost for the replacement of your keys is \$100.00. **If you are locked out of your apartment during normal hours and ask us to provide entry, you will be charged a fee of \$40. If you are locked out of your apartment during normal hours and ask us to provide entry, you will be charged a fee of \$75.** The rate is not negotiable and it applies to everyone.

Also, please note that the fee for a lost key is the cost of your key deposit. The key deposit must be replaced by the tenant once the Landlord has replaced your keys.

XV. LOSS OR DAMAGE

The Tenant agrees to indemnify and save the Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by the Tenant, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any of such persons. All personal property in any part of the building within the control of the Tenant shall be at the sole risk of the Tenant. Subject to provisions of applicable law the Landlord shall not be liable for damage to or loss of property of any kind

which may be lost or stolen, damaged or destroyed' by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Landlord.

XVI. NOTICES

Written notice from the Landlord to the Tenant shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Tenant at the address of the premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Tenant or anyone expressly or impliedly authorized to receive messages for the Tenant, or by any adult who resides with the Tenant in the premises. Written notice from the Tenant to the Landlord shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Landlord at his address set forth in the first paragraph of this agreement, unless the Landlord shall have notified the Tenant of a change of the Landlord's address, in which case such notice shall be so sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*

XVII. OTHER REGULATIONS

The Tenant agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this agreement, as shall from time to time be established by the Landlord in the future for the safety, care, cleanliness, or orderly conduct of the 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.

XVIII. PARKING

Parking in G1 and G2 garage level is assigned to Tenants based on availability and by request on to Harvard Tower Corporation. If you are interested in obtaining a parking space than please place an inquiry with the management company. The key fob deposit for the garage is \$100.00 and the deposit will be returned to the Tenant upon the surrender of the garage key fob.

To cancel your parking spot, please submit your request in writing along with all of your garage key fobs. Once we receive your request and your key fobs, we will return your key fob deposit.

Visitor's parking spaces are located in the rear of the building off of West Street. These visitor's parking spaces are made available to our Tenant's guests on a temporary basis. Tenants must

inform the Maintenance personnel at least 24 hours in advance during normal business hours to request a visitor's parking permit for their guest(s). Each Tenant may request a parking permit twice (2 times) per month and each permit is valid for a maximum of three (3) days.

XIX. PETS

With the exception of registered service animals, no dogs or other animals, birds or pets shall be kept in or upon the premises without the Landlord's written consent; and consent so given may be revoked at any time.

XX. PLUMBING

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 Tenant by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Landlord, or by the negligence of an independent contractor employed by the Tenant.

XXI. REPAIRS

The Tenant agrees with the Landlord that, during this lease and for such further time as the Tenant shall hold the leased premises or any part thereof, the Tenant will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Landlord and the Tenant agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Tenant fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Landlord may (but shall not be obligated to) make such repairs and the Tenant shall reimburse the Landlord for the reasonable cost of such repairs in full, upon demand.

XXII. RIGHT OF ENTRY

The Landlord may enter upon the premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Landlord may also enter upon the said premises if same appear to have been abandoned by the Tenant or as otherwise permitted by law.

XXIII. NON-PERFORMANCE OR BREACH BY TENANT

If the Tenant shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Tenant shall be declared bankrupt, or insolvent according to law or if any assignment of the Tenant's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, 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 Landlord, without necessity or requirement of making any entry may (subject to the Tenant's rights under applicable law) terminate this agreement by:

- a. a seven (7) day written notice to the Tenant to vacate said premises in case of any breach except only for non-payment of rent, or
- b. a fourteen (14) day written notice to the Tenant to vacate said premises upon the neglect or refusal of the Tenant to pay the rent as herein provided.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

XXIV. TENANT'S COVENANTS IN EVENT OF TERMINATION

The Tenant covenants that in case of any termination of this agreement, by reason of the default of the Tenant, then at the option of Landlord:

- a. the Tenant will forthwith pay to the Landlord as damages hereunder a sum equal to the balance of the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof; and
- b. the Tenant covenants that he will furthermore indemnify the Landlord from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Tenant. Landlord's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the premises; advertising costs; the reasonable cost incurred in cleaning and repainting one premises in order to re-let the same; and moving and storage charges incurred by Landlord in moving Tenant's belongings pursuant to eviction proceedings.
- c. at the option of Landlord, however Landlord's cause of action under this article shall accrue when a new tenancy first commences subsequent to a termination under this agreement, in which event Landlord's damages shall be limited to any and all damages sustained by him prior to said new tenancy.

Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

XXV. REMOVAL OF GOODS

Tenant further covenants and agrees that if Landlord shall remove Tenant's goods or effects, pursuant to the terms hereof or of any Court order, Landlord shall not be liable or responsible for any loss of or damage to Tenant's goods or effects and the Landlord's act of so removing such goods or effects shall be deemed to be the act of and for the account of Tenant, provided, however, that if the Landlord removes the Tenant's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

XXVI. NON-SURRENDER

Neither the vacating of the premises by Tenant, nor the delivery of keys to the Landlord shall be deemed a surrender or an acceptance of surrender of the promises, unless so stipulated in writing by Landlord.

XXVII. SUBLETTING, NUMBER OF OCCUPANTS

The Tenant shall not assign nor underlet any part or the whole of the premises, nor shall permit the premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named on the rental application without first obtaining on each occasion the assent in writing of the Landlord.

XXVIII. MOVING OUT

The Tenant must notify the Landlord at least sixty (60) days in advance of the termination date of this agreement. Whenever this agreement terminates, the Tenant must immediately make sure that all occupants move out of the apartment and take all their personal property with them. That all utility bills for services to the premises have been paid in full. The room and all facilities in the apartment must be cleaned in its entirety and sanitary and must be in condition which conforms to the Tenant's repair and maintenance responsibilities under this agreement. The Tenant must deliver all Keys to the Landlord and must leave behind all property belonging to the Landlord. The Tenant will be responsible for rent charges for the unit including the day the tenant turn in All keys. Notify the management company of the forwarding address to which the security deposit disposition will be sent within 30 days of vacating the premises. In the event that the Tenant is an illegal holdover, still occupying the apartment after the expiration of the lease period, Tenant must be responsible for additional monthly rent, as well

as damages resulting from the inability of the Landlord to full fill its obligations to a subsequent tenant for the room.

The Tenant must pre-schedule the move-out date and time at least twenty-four (24) hours in advance of the move. The Tenant must also return the Move-Out Instruction Form with the keys on the day of the scheduled move out. The Move-Out Instruction Form can be obtained by contacting the management company. Tenants shall use the side door located at the West Side of the property for moving out only. At no time shall the Tenant use the Lobby Area for moving.

XXIX. WAIVER

The waiver of one breach of any term, condition, covenant, obligation, or agreement of this policy shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

XXX. REPRISALS PROHIBITED

The Landlord acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any Tenant for seeking to assert his legal rights. In the event of litigation between the Landlord and Tenant related to this policy, the losing party shall be responsible for the reasonable attorney's fees and costs incurred by the prevailing party.

Tenant Handbook Acknowledgement

I/we, _____

at the property located at _____

have received a copy of Blu Ridge Management Tenant Handbook and have read and understand the contents. I/we agree to abide by all policies and regulations stated in the Handbook.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date