



Sustainable Building Refurbishment Corp.
319 Main Street Apartment 7
Southbridge, MA 01550
Apartment Rental Agreement

Colm Cryan; Sustainable Building Refurbishment Corp. (hereinafter referred to as “Landlord”) hereby rents to **First Last** hereinafter referred to as “Tenant”) the following apartment on the following terms and conditions:

Apartment Address and Number: **319 Main Street, unit #, xrd Floor, Position in Building, Southbridge, MA. Two (2) Bedroom Unit.**

A. RENT

This agreement is for an initial term of **12 month**, commencing on the **1st day of #####** and unless terminated as hereinafter provided will automatically be renewed for successive terms of one month each at the end of the initial term. Tenant may terminate this Agreement at the end of the initial term or at any time during any successive term by giving thirty (30) days written notice in advance to Landlord. Landlord may terminate this Agreement at the end of the initial term or at any time during any successive term by giving a thirty (30) days written notice in advance to Tenant.

Tenant’s rent for the apartment shall be **\$##### per month**. All rental payments shall be made on or before the first day of every month commencing **1st day of #####**. Rental payments made by check or money order can be made by mailing or hand delivery. Checks or money orders may be hand delivered to the Superintendent’s office (details below.) All checks and money orders shall be made payable to “ACB DEFG.” Cash payments may be made by special arrangement with landlord listed below. A receipt should be obtained for all cash payments. Any rental payments made after the fifth (5) of the month will be considered late and will be subjected to a \$50.00 late fee. All costs related to checks that fail to clear the bank shall be the responsibility of the tenant and passed on to the tenant.

At time of signing Tenant shall pay First, Last and Security.

Tenant shall be responsible for payment of the following utilities: all including, but not limited to electric, heat, internet, cable, air conditioning, telephone, 0/7 of residential trash disposal costs etc.

Landlord shall be responsible for the following utilities: water and sewer, sprinkler water and property taxes and the utilities in the common areas of the building.

The words “Landlord,” “Tenant” and “Superintendent” as used herein shall include their respective heirs, executors, administrators, successors, representatives, and assigns, agents and servants; and the words “he,” and “him” where applicable shall apply to the Landlord, Tenant or Superintendent regardless of sex, number, corporate entity, trust, or other body. If more than one party signs as Tenant hereunder, the covenants, conditions and agreements herein of the Tenant shall be the joint and several obligation of each such party.

B. TENANT RESPONSIBILITIES

a) Care of Premises

1. The Tenant shall not paint, decorate or otherwise change and shall not make nor suffer any additions or alterations to be made without the prior written consent of the Landlord.
2. The Tenant shall not waste heat or water.
3. At the termination of this rental agreement, the Tenant shall deliver up the rented premises and all property belonging to the Landlord in good and clean order and condition, reasonable wear and tear expected.
4. No electric or automatic washing machines, televisions aerials or other like equipment shall be installed without the prior written consent of the Landlord.
5. No waterbeds shall be permitted in the rental premises.
6. Tenant shall maintain the temperature of the unit above 10 degree Celsius at all times.

b) Cleanliness

The Tenant shall maintain the rented premises in a clean condition. The Tenant 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, or other parts of the building in which the rented premises are located, or the development, except in proper receptacles and except in accordance with the rules of the Landlord.

No articles shall be hung or shaken from windows, doors, balconies or places upon the exterior windowsills or stored on the balconies.

c) Common Areas

No receptacles, vehicles, baby carriages, or other articles or obstructions shall be placed in the halls or other common areas or passageways of the development.

No loitering or playing is permitted in hallways, elevators, lobbies or other common areas or passageways of the development.

d) Pets

No pets are allowed.

e) Plumbing

The toilets, 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 Landlord.

f) Disturbance, Illegal Use

It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance (defined by local, or federal law) while in or on any part of this apartment on any part of the rented premises or in the halls or other common areas or passageways of the development, is an illegal act. It is further understood that such action is a material violation of this Agreement. Such violations (hereafter called a ("drug violation")) may be evidence upon the admission to or conviction of a drug violation.

The Landlord may require any Tenant or other member of the Tenant's household occupying the unit (or other adult or non-adult person outside the Tenant household who is using the unit) who commits a drug violation to vacate the rented unit permanently, within time frames set the Landlord, and not thereafter enter upon the Landlord's premises or the Tenant's unit without the Landlord's prior consent as a condition for continued occupancy by members of the Tenant household. The Landlord may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation or completed a counseling or recovery program.

The Landlord may require any Tenant to show evidence that any non-adult member of the Tenant household occupying the unit, who committed a drug violation, agrees to not commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with the court orders related to drug violation, completed a counseling or recovery program within the timeframes specified by the Landlord as a condition for continued occupancy in the unit. Should a further drug violation be committed by any non-adult person occupying the unit the Landlord may require the person to be severed from tenancy as a condition for continued occupancy by the Tenant.

If a person vacating the unit, as a result of the above policies, is one of the Tenants, the person shall be severed from the tenancy and the rental agreement shall continue among any other remaining Tenants and the Landlord. The Landlord may also, at the option of the Landlord, permit another member of the household to be a Tenant.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any right of tenants afforded by law.

g) Smoking or Vaping

No smoking of cigarettes, cigars, pipe, marijuana, vaping or any other substance, regardless whether federal, state or local government deems them to be legal, shall be permitted on any part of the rented premises or in the halls or other common areas or passageways of the development.

h) Noise

Tenant agrees not to allow on his/her premises any excessive noise or other activity which disturbs the peace and quiet of other tenants in the building.

i) Loss of Damage

The Tenant Agrees to save the Landlord harmless from all liability, loss of damage arising from any nuisance made or suffered on the rented premises by the Tenant, his family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect, or improper conduct of any such persons. The Landlord maintains the right to use legal process other than summary process to collect from the Tenant any monies other than rental charges due to the Landlord for damage of any nature caused by the Tenant or attribute to the Tenant's tenancy; the Landlord reserves the right, however, to use the causing of any such damages as an element of any eviction proceeding which it may initiate against the Tenant.

j) Good Repair

The Tenant agrees with the Landlord that, during this rental agreement and for such further time as the Tenant shall hold the rented premises or any part hereof, the Tenant will at all times keep and maintain the rented 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 acceptable.

The Tenant agrees to notify the Landlord immediately if any needed repairs in the rented premises should be required and that all such repairs will be done by the Landlord's agents or contractors and that the cost of any repairs required by improper usage or negligence of the Tenant or his family, relatives, friends, invitees, agents, or servants shall be reimbursed to the Landlord in full upon demand.

k) Mechanical Rooms

The mechanical room located in the apartment is designed to hold the apartment services including the air handling unit and the hot water heater. The Tenant shall not place or allow to be placed any material, either temporally or permanently in the mechanical room. For example, the mechanical room shall not be used to store materials or as a drying area for materials.

l) Loitering

No loitering, or playing is permitted in hallways, elevators, lobbies, passageways or other common areas.

m) Smoke Detectors

Smoke detectors must be left on at all times - no exceptions. If your smoke detector does not work, report it at once to the Superintendent.

TAMPERING WITH A SMOKE DETECTOR OR FIRE ALARM IS A SERIOUS LEASE VIOLATION AND VIOLATORS MAY BE SUBJECT TO EVICTION.

TAMPERING WITH A SMOKE DETECTOR IS ALSO PROHIBITED BY MASSACHUSETTS LAW AND VIOLATORS ARE SUBJECT TO ARREST OR FINE OR BOTH.

n) Entrance Doors

All common entrance doors must remain locked at all times for your security, this includes front, back and side doors. Access to the building shall only be gained by a resident using a key or by a resident letting in someone they know using the intercom system. Propping open or otherwise tampering with any entrance door is a lease violation.

Loitering, drinking and/or smoking around the Entrance doors is not permitted and is a lease violation

o) Postings

Tenants may not post announcements, information or messages in any part of the common areas.

p) Mail boxes

Name tags will be provided by the Superintendent to insure a neat appearance. Residents are not allowed to receive mail for persons who are not listed on their lease as members of their household. No one other than a household member may be listed on the mailbox.

q) Alcohol and Tobacco

No drinking or smoking or vaping is permitted in public areas within the building (hallways, stairwells, elevators, lobby etc.).

C. FIRE, OTHER CASULTY

In the event the apartment becomes uninhabitable by reason of fire or other casualty affecting the building, Landlord or Tenant may elect to terminate at any time within thirty (30) days after such event by giving written notice to the other party. Landlord may at its option terminate this Agreement upon the occurrence of any substantial damage to the building or the rented premises. If the rental is not terminated, Landlord shall forthwith commence and diligently prosecute repairs to the apartments and the building so damaged. Until the apartment is made habitable, the rent shall be abated by a just proportion according to the nature and extent of the damage to the apartment. Rental shall not be abated if the Tenant rejects reasonable alternative temporary accommodations.

D. INSURANCE

The Tenant understands and agrees that it shall be Tenant's own obligation to insure all his personal property. That he must maintain insurance at all times either through the Landlord's or by personal means. If the Tenant so chooses to obtain insurance through an outside source a binder must be supplied monthly at the same time rent is due as proof of coverage. All people residing in the Tenant's household must be covered under the Tenant's insurance.

All personal property in any part of the building within control of the Tenant shall be at the sole risk of Tenant. Subject to provisions of applicable law, the Landlord shall not be liable for damages or for loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration or otherwise, while on the rented premises or in any storage space in the building or for any personal injury.

E. KEYS AND LOCKS

Locks shall not be changed 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 changes, altered, replaced or new lock to the Landlord. Upon expiration of this rental the Tenant shall deliver the keys of the premises to the Landlord. The tenant has been provided with one (1) key for the apartment unit, one (1) key for the building, one (1) key for the mail box and one (1) key for the trash. There is a \$25 replacement key charge payable to the Landlord for each key.

F. ACCESS BY LANDLORD

The Tenant shall provide the Landlord with a key to the premises. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice to his Tenant to enter the unit, except and when emergency situations make such notices impossible or except under Paragraph 3 below.

1. The Tenant agrees to permit the Landlord, his agent or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs or improvements and periodic inspection.
2. After the Tenant has given notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours.
3. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for preoccupancy
4. The Landlord may also enter if the unit appears to have been abandoned. Abandoned goods will be stored and the State Treasurer will be notified pursuant to chapter 200A of the Massachusetts General Law. Tangible property of nominal value will be disposed of if unclaimed.

G. SECURITY DEPOSIT; CONDITION OF PREMISES

- a) The Landlord has not requested or received a security deposit from Tenant.

H. APPLICABLE LAW AND COMPLAINS

This Rental Agreement is to be construed as a Massachusetts contract and is to be governed by the laws thereof.

I. TERMINATION OF TENANCY

- a) To terminate the Agreement, after the initial term, the Tenant must give the Landlord thirty (30) days written notice before moving from the unit. If the Tenant does not give the full thirty (30) days' notice, the Tenant shall be liable for rent up to the end of the thirty (30) days for which notice was required.

Any termination of this Agreement by the Landlord must be carried out in accordance with state law, and the terms of this Agreement. The Landlord may terminate this Agreement for:

- any reason, upon thirty (30) days' notice;
- failure to pay rent, upon fourteen (14) days' notice;
- the Tenant's material noncompliance with the terms of this Agreement;
- the Tenant's material failure to carry out obligations under any State Landlord and Tenant act; or
- other good cause.

J. NOTICES

Written notices to either party shall be deemed to have been properly given if mailed by certified mail, postage prepaid, return receipt requested; or if delivered or left at the address of the party, with the addressee or any expressly or impliedly authorized to receive messages for the party; or if served by the sheriff or constable.

Any notices to Landlord shall be addressed or delivered to the Landlord at the **Landlord** address below.

K. SEPARABILITY CLAUSE

If any provision of this rental agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the rental agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

L. WAIVER

The waiver of one breach of any term, condition, covenant, obligation or agreement of this rental agreement 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.

M. SUBLEASING

Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord.

N. SPECIAL MAINTENANCE CHARGES

The cost of providing routine repairs to your apartment is covered by rental payments. However, the following items are considered damages, not routine maintenance, and Tenants are responsible for these charges. Repairs for damages will be billed (at cost of parts plus labor) to individual Tenants.

Examples of items for which special maintenance charges will be made:

- broken windows
- broken mirrors
- chips or cracks in porcelain (sink, toilet, etc.)
- damaged cabinets or shelves
- damaged appliances
- missing or broken screens
- replacement for lost keys or request for extra keys
- damaged towel bars
- damaged locks or doors
- smoke detectors that are damaged or removed by a Tenant or Tenant's guest
- damage due to negligence or abuse caused by the Tenant or Tenant's guest.

O. APPROVED OCCUPANTS

The Tenant agrees and hereinafter certifies by signing this Agreement that only the following named persons shall be considered as residents-in-occupancy of the rented apartments, and that Tenant shall not assign this Agreement, sublet the premises, and give permanent accommodations to any roomers, lodgers, or any other persons not listed in this agreement, or permit the use of the premises for any purpose other than as a private dwelling as their principal residence solely for the following residents-in-occupancy:

N. TELEPHONE NUMBERS

Tenant shall provide Landlord with the telephone number and email address at which Tenant of the apartment can be reached at home and work, if applicable. Any changes to these telephone numbers or email address must be promptly reported to the Landlord.

Landlord provided the Tenant with the following telephone number and contact address:

For repairs or any questions or complaints regarding the condition of the unit being rented or in regards to payments of rent or the termination of tenancy contact the **Landlord**.

Superintendent:

Name: First Last
Address: 319 Main Street, Apartment #, Southbridge MA, 01550
Tel: (508) 123 4567
Email: FirstLas8@gmail.com

Landlord:

Name: Colm Cryan
Address: ABC.
Tel: (508) 234 5678
Email:

Having read and understood the above, Landlord and Tenant sign this Rental Agreement this ## day of #### 2018.

Landlord: First Last or Assignee
Sustainable Building Refurbishment Corp

Tenant: **First Last**