

LINCOLN
REAL ESTATE
COMMERCIAL
AND
RESIDENTIAL

1. **TERM AND RENT:** Commences upon payment and clearing of all checks required for first month's rent, last month's rent and security deposit, if required, and on delivery of the premises on **July 1, xxxx at 12:00PM (Noon)** and ends at 12:00 noon on **June 25, xxxx at 12:00PM (Noon)** for a term of (12) Twelve Months. As a result of not moving out by noon you will be responsible for all costs and expenses including reasonable attorney fees. The total rent due is **\$xxxxxx.00 (xxxxxxxxxxxxx Dollars)** plus any costs or payments required to be paid by Lessee under this lease; payable in monthly installments of **\$xxxxxx.00** plus monthly costs accrued which payments are due on the first day of each and every month of said term. Costs or other payments required under this lease are considered to be part of your rent. Payments made to Lessor when costs or other payments required by this lease are outstanding shall be accredited to those outstanding costs with any remainder then accredited to the oldest monthly installment amount specified above. Said monthly rent to be paid in a single check, money order or cash tendered on behalf of Lessees only. Any payment not received from a Lessee shall only be accepted, if at all, on behalf of the Lessees and shall not constitute any relationship or tenancy with said party. In the event any amount payable by Lessee is not received by Lessor within thirty days of the due date, then Lessor may assess a late fee in the amount of 5% of such late or defaulted payment. Lessor may assess an administrative fee of \$25.00 for any check returned to Lessor for insufficient funds.

2. SECURITY DEPOSIT AND LAST MONTH'S RENT: The forms relating to Security Deposit and Last Month's Rent, if any, are attached hereto and incorporated herein by reference.

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shall arrange for access with the Lessee(s) in advance so as not to unreasonably disturb the Lessee(s). However, Lessee must make all reasonable accommodations to allow Lessor to perform repairs and maintenance; 24 hours' notice of entering for repairs shall be deemed reasonable notice unless specific valid reason requiring greater notice is shown. In emergencies and to effect urgent repairs, advance notice shall not be required.

Lessor shall have the right to enter and show the premises to prospective purchasers or to prospective tenants at any time during the lease term with reasonable notice prior to showing the premises; 24 hours' notice shall be deemed reasonable 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. Notice to Occupants or Lessee by phone or email shall be deemed reasonable.

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

During the months of June, July, August, November, December or January if Lessee or occupants are not present, Lessor shall have the right and permission to enter the premises to make reasonable repairs, paint, improve or perform other cleaning and maintenance of the premises. If Lessee is present, upon 24 hours notice Lessor may enter during reasonable business hours to paint, perform repairs or make improvements to the leased premises or common areas.

4. LESSEE OBLIGATIONS: The Lessee(s) jointly and severally agree(s):

- A. To pay the rent on time, on or **before the 1st day** of the month, and to use the premises as a residence and not a business in compliance with all applicable laws and codes.
- B. To maintain the premises and common areas in a clean, neat and **undamaged** condition at all times (see, accompanying rules and regulations), **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.** Damage 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. If damages are caused by miss use of items being placed either in the garbage disposal, in the toilet or other appliance or fixture and maintenance is called, there will be a minimum charge for maintenance appearing of \$45, but actual charge to tenant will be equal to the time and materials needed to repair the damage on top of the appearance fee; Lessee agrees to keep

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all personal items within their apartments or designated storage space. Lessee shall only place bikes in and around the bike rack if provided. No mattresses, flags, banners, towels, toys or other personal items may be placed outside of your unit. Damages caused by Lessee(s) or their guests to the premises or common areas may constitute sufficient grounds to terminate the tenancy at the sole option of the Lessor

- C. To be liable for any loss or damage to personal property of the Lessee(s) except if caused by Lessor's gross negligence; **Lessee shall carry adequate insurance to cover liability, all losses or damage to Lessee's personal property and leased premises along with common areas;** Lessee acknowledges that all Lessees and occupants are not considered co-insured on the landlord's police.
- D. To furnish and pay for the heat, hot water, water/sewer, electricity, telephone, gas, comcast, and to have such service in the name of an occupant or Lessee from the inception of the tenancy and to pay all costs associated therewith; to place garbage and refuse in containers and to prevent any unsanitary conditions from arising on the premises; and to abide by all local and state health, sanitary, recycling and refuse disposal regulations, and town zoning laws; Lessee is to be responsible for all fines or damages to Lessor as a direct result of Lessee's failure to abide by said regulations. Lessee's failure after warning to conform to refuse collection or mandatory recycling regulations of the town or state, upon second or subsequent violation, shall constitute good and sufficient grounds to terminate lease. If Lessee's or their authorized occupants misuse recycling by placing inappropriate or non-recyclable materials in recycling area, a Fifty (\$ 50) dollar fee will be charged for the Lessor's administrative and maintenance costs for removing the misplaced and offending material.
- E. To give prompt notice to the Lessor of any maintenance or repairs in writing or by telephone, and to notify the Lessor of an absence of more than one (1) week during the heating season.
- F. To make no alteration, painting application, addition, repair or improvement in or to the premises without the prior written permission of the Lessor and also to use no nails, staples, or tape to suspend or hang any decorative or practical items. If any remodeling was performed by the Lessee, with or without permission, including but not limited to, walls erected, Lessee shall remove said remodel or work and restore the leased premises to its original condition prior to vacating, at the sole option of the Lessor. All said work must be done to in a workmanlike manner, meet industry standards and receive all necessary permits and approval from the Town of Amherst.
- G. To use all appliances and fixtures provided by the Lessor in the proper manner and not to cause and/or damage or cause service calls due to misuse or add or relocate any appliances or equipment without the prior written permission of the Lessor; and to prohibit: LED strip lights, LED adhesive lights, Hair dye, dartboards, (improper use or storage of hair appliances such as flat irons or curling irons), adhesive carpet squares, mining for Bitcoin or any electronic currency, waterbeds, fish tanks, kegerators, mini fridges, portable

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dishwashers, fryolators, firepits, Electric bike scooter charging or storing , electric or space heaters or air conditioners or similar furnishings from the premises and to be obligated to notify Lessor of any problem with the smoke or CO2 detector, its maintenance, its condition, and its operation during the period of this lease. Lessee may not change the locks/keys without Lessors prior written consent and may not add any locks within the leased premises. All requested lock changes, extra keys or lock out charges will be the sole responsibility of the lessee. Air conditioners are not allowed without prior written consent from Lessor of which Lessor shall have sole discretion.

- a. If you are given permission to install a window unit air conditioner, it must be installed by Lincoln Management staff at a fee of \$50 and removed by September 15th. If not, a daily fee of \$50.00 will be incurred until it's removal.
- b. No live Christmas/Holiday trees allowed on the premises.
- c. Lessees are not allowed to install any washers/dryers, dishwashers, hot tubs, portable tubs, inflatable tubs on 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 pet on the premises shall be the responsibility of the Lessee(s) including carpet cleaning and fumigation if required; if infestation occurs, Lessee shall be responsible for costs of cure and any loss of rent for unit or other units in building;
- I. To expressly respect the rights and needs of other Tenants and neighbors (including Lessor if Lessor is a neighbor) to the quiet and peaceful enjoyment of their property, and not to create or allow to be created by the Lessee(s), members of the Lessee's household, relatives, guests, invitees or agents, any unlawful, noisy or offensive use of the leased premises, nor to commit any disturbance or nuisance, or to obstruct the free use or access of common areas or to threaten any other Tenant, neighbor, guest, maintenance worker or management personnel. (Musical instruments are not permitted on the premises, unless expressly authorized by written permission from the Landlord.) The receipt by the Lessor of a complaint regarding noisy or offensive conduct or other violation of this provision during the term hereof shall constitute sufficient grounds for eviction at the option of the Lessor.
- J. Notice of Parties: The Lessee(s) must give the Lessor and the Chief of Police of the Town of Amherst three (3) days prior written notice of the date, time, place, number of individuals and the termination time of all parties or gatherings of over 10 people on the premises or common areas; Receipt of notice by the Lessor in no way implies Lessor(s) consent or liability for the conduct, actions, transportation to or from the party, or damages by the Lessee's invitees, their guests, whether invited or not to such gathering; **Lessee hereby indemnifies and holds Lessor harmless for any injuries, loss, damages or other harm** caused by Lessee, any of their guests or any gathering or party on the premises or common area. 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; Party Registration Programs: If the Lessee participates in a so called party registration program offered by a town or institution of higher learning, the Lessee shall inform the landlord of such party registration and Lessee agrees that the

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party registration is not a waiver of any terms or conditions contained in this lease, including but not limited to provisions limiting the amount of guests and provisions regarding noise and disturbances at the property. Any police reports submitted to Lessor will be forwarded to the Dean of Students.

- K. To prohibit the sale of alcoholic beverages, and to prohibit the use of alcoholic beverages to visitors and guests not of legal age or intoxicated, and to prohibit the use and sale of any narcotics or other controlled substances on the premises; Violations of this section shall immediately terminate the tenancy pursuant to M.G.L.c 139 § 19;
- L. No kegs or bars are permitted on the premises; occupants may not install any bars, plywood or other material that substitute or act as a bar. If found outside, it will be removed at Lessee expense with no prior notification needed.
- 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 (Portion of basement without a slider window which contains storage units), if available, with the permission of the Lessor, which permission may be revoked at any time at the sole and absolute discretion of the Lessor. Said storage is entirely and exclusively at Lessee's risk. No storage is allowed in any other areas than those listed above, this includes attics and outside sheds or garages, if not specified; the storage area is NOT included as part of the leased premises and is a convenience offered when available. No occupancy or living in these areas is permitted. However, use of the storage area for a laundry room is permitted, provided no beds are placed in the area or use of the area as a bedroom. Lessee hereby indemnifies and holds Lessor harmless for any injuries, loss, damage or other harm caused by the use of the basement as bedrooms; except for the one permitted bedroom with sliding window/egress.
Any property in the storage area or bedroom area in the basement should be raised off of the floor to avoid any potential damage from moisture. Any property in the storage area or leased premises after 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 the leased premises, including but not limited to, damage from water, moisture, dust, heat or sun.** Storage of articles should be at least 24 inches above the floor. Any damage to personal property in this area is at the risk of Lessee(s).
No wood, construction materials or personal possession, unless otherwise allowed in writing, may be kept or present in the common areas, including the outside. Any such material may be removed and thrown away without notice at the sole and absolute discretion of the Lessor.
- O. Porches, halls, entryways, stairwells, stairways, or other common areas are NOT storage areas unless so designated in writing. Storage or occupancy as living space in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's

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option at Lessee's expense. No furniture is to be placed or stored on any lawn. Gas grills may only be placed in the rear of the unit in designated areas, permission must be requested in writing for a gas grill and its location, permission is at the sole option of the Lessor. No swimming pools are allowed on the premises;

- P. To not trespass or enter upon roof(s) of Leased Premises, except as means of egress in the event of fire or another similar emergency. Any entry upon roof(s) by Lessee(s), Lessee's family or guests is a violation of the lease and constitutes grounds for eviction; and
- Q. No furniture or personal property may be left behind in the premises. Any property left behind without the express written permission from the Lessor shall result in charges for such removal borne by the Lessee.
- R. No smoking is permitted inside your unit or any part of the common area. The term "Smoking" means, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, or other product in any manner or in any form. Smoke and Carbon Monoxide Detectors. Lessee shall not tamper with or remove batteries from any smoke or carbon monoxide detectors. Tampering with or making fire extinguishers, smoke or carbon monoxide detectors inoperable shall be sufficient grounds to terminate this Lease. If the tenant tampers with smoke detector or carbon monoxide detector, the tenant shall be liable for all fines, damages, repairs and replacements that result from such tampering. If the landlord is issued a fine as a result of the tenants tampering the tenant shall pay such fine plus \$25.00 for the landlord's processing of such fine which was the result of the tenants tampering.
- S. Marijuana: Lessee shall not smoke, display, produce, grow, sell, distribute, process or manufacture marijuana and marijuana accessories on or in the property including common areas. Lessee shall not have or use any cultivation equipment on the property including grow lights.
- T. 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.
- U. Mold and Mildew: Tenants are responsible for cleaning and maintaining their unit, which includes removing any standing water or condensation that occurs in the unit, keeping the unit in an uncluttered condition and to not allowing wet or moist towels or other personal items to remain in the unit or on the floor. **Tenants must carry renter's insurance.** Tenants are responsible for the proper use of shower and shower curtains at all times and must use exhaust fans or open windows to allow moisture to escape. Tenants must not block or otherwise interfere with the operation of the heating, cooling, dehumidifying, or ventilation systems supplied by Landlord, and must inform Landlord immediately if such equipment malfunctions. Tenants should contact Landlord immediately if the Lessee(s) see or suspect mold or mildew grow. Lessees, who leave the premises for a week or more must leave basement bedroom door open to circulate air.

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V. Water: As the premises has a separate meter for measuring water flow, LESSEE shall pay for all water charges associated with their tenancy. LESSEE agrees to notify LESSOR of any water issues including but not limited to (leaks, running toilets, dripping faucets, ETC) as soon as an issue is observed.

W. Recycling and the Disposal of Rubbish & Trash: Do not store trash or rubbish outside your unit except in the designated receptacles for trash. **A charge of \$50.00** will be assessed for any and (each piece of) trash (including but not limited to: trash bags, cigarette butts, bottles, cans, broken glass, cardboard, etc.) that our Grounds Maintenance Staff has to remove from outside of your unit (including but not limited to: stair cases, back porches, fire escapes, back lawns etc.). This policy holds whether you have had rubbish outside for 5 minutes or 5 hours etc. **Trash Removal.** LESSOR shall provide for household trash removal. LESSEE shall abide by all and LESSEE agrees to abide by 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 shall not dispose of bulk items, electronics, needles or sharps, hazardous waste, paint, oil or any other items prohibited by the waste collection company, or under any law or ordinance. LESSEE shall not compost any waste on or at the property. **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. Trash and Recycling: Lessee shall 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 shall not dispose of bulk items in the trash and is responsible for their own disposal of all bulk items including mattresses, furniture and appliances.** 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.

X. Coin operated laundry machines are provided in each unit. Routine maintenance is the responsibility of Lessor; however, any maintenance/service charges caused by tenants' negligence i.e. forgetting to turn the water on, over filling the machines, using the machines for washing any items other than clothes, using the improper currency etc. shall be the responsibility of the lessee.

Failure to observe any provisions of this Lease shall operate to TERMINATE THE RIGHT TO OCCUPY under this lease for breach thereof, at the sole option and discretion of the Lessor (and any waiver of any breach at any time shall not constitute a waiver of any subsequent breach) and the Lessor is not required to give notice thereof to the Lessee(s) except as required by law, and if law is not specific, fourteen (14) days' notice to Lessee(s) shall be deemed sufficient.

If this lease is breached by the Lessee(s) and the Lessor elects to terminate the right to occupy

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the leased premises as a result of said breach, notwithstanding any entry or re-entry by landlord, whether by summary proceeding, termination or otherwise, Lessee(s) shall be liable for all rental obligations, on the date originally fixed, that accrue under this lease if the premises remain vacant, or for the difference in the rental charges in any new tenancy, until the end of this Lease term.

5. LESSOR OBLIGATIONS: The Lessor agrees:

A. To maintain in good and safe working order the electrical, plumbing, sanitary, heating, and other facilities and appliances supplied by the Lessor.

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

6. ASSIGNMENT and SUBLETTING: The Lessee represents that occupancy of the premises is to be sublet to members of the Lessee's family and/or friends approved in writing prior by the Lessor. At the time of the signing of the lease, Lessee agrees to notify the Lessor in writing of the names, ages, and alternate addresses (if any) of the occupants, LESSEE agrees that only up to four (unrelated) persons lawfully prelimited persons will be on the premises, and for whom the Lessee assumes full responsibility. Only with prior written assent of the Lessor, which assent is at the sole and absolute discretion of Lessor, the Lessee(s) may assign or sublet or allow an amendment of lease for early termination in respect to the premises during this lease, upon payment of a \$1,000.00 administrative fee to individuals other than those names given at the time of signing of this agreement. Lessor reserves the right to refuse any change in occupants, assignments, or sub-leasing for any reason. All assignees or sublessees must provide all forms, information and meet all standards and requirements of an acceptable Lessee applicant prior to acceptance or occupancy. Lessee acknowledges that they are responsible for the full performance of this lease if a suitable replacement tenant is not found. The Lessor shall not be required to release any Lessee during the lease term. No person other than Lessee(s), or the accepted individuals listed at the signing of this lease, or any individual accepted in writing by Lessor prior to the individual's occupancy, are permitted to reside on the premises, nor shall Lessee's receive mail for or post the names of non-occupants on the mailbox. Payment of rent by an occupant or stranger, not a party to this Lease Agreement shall not constitute either an acknowledgment of that person as an occupant or Lessee. Any money so tendered is accepted solely on behalf of the named Lessee(s). The Lessee further agrees that no person shall be permitted to occupy the premises unless the Lessee assumes full responsibility for such person whether or not Lessee has given Lessor written notice as provided herein. The Lessee designates all occupants on the premises as the Agent in Fact of Lessee.

a.) If the Lessee would like to amend this lease, the Lessee must sign and return an amendment form as well as the fee mentioned above by the deadline set by the LESSOR. The ability to amend this lease is given at the sole discretion of the LESSOR and may be denied for any reason. The amendment form will be sent via, mail or email from Lessor to Lessee at Lessors discretion. This amendment doesn't guarantee that a replacement tenant will be found. Lessee is responsible for finding a suitable replacement tenant. Acceptance of a replacement occupant is

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only allowed if the Lessee continues to be in good standing with the lease and Lessor accepts replacement individual as meeting all appropriate criteria for a tenant.

NO SHORT-TERM rental allowed: i.e. NO AIR BNB or VRBO or any like business.

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

Additional parking stickers may be permitted when all aspects of the tenancy are in good standing, including but not limited to the whole unit being current in the rent, there have been no violations of the lease such as loud noises, gatherings over 10 persons, no trash outside unit or in common areas, no furniture in front of building and any grills are located in the appropriate areas, and a payment in the amount of \$600.00 is made to Lessor. Lessor may deny a request for additional parking sticker(s) or revoke a parking sticker for any reason at Lessors sole discretion. Any additional parking stickers, and corresponding permission to park at the property may be revoked at any time, for any reason, at the sole discretion of the Lessor.

8. RECISION: If the Lessor shall be unable to give Lessee(s) occupancy of the premises at the commencement of the tenancy for any reason or if damage by fire or other casualty renders the premises uninhabitable, then this lease shall terminate at the election of either party upon written notice. Lessor shall be under no obligation to make available to Lessee any apartment other than the apartment specified in this Lease Agreement.

8A. Readiness: Whereas the Lessor may make repairs, alterations and maintenance between tenancies, the parties agree that in the event the apartment is not ready for occupancy at the inception of this lease as provided in paragraph one and as determined in the sole discretion of the Lessor, the Lessor shall provide no less than 3 days written notice to the Lessee(s) by emailing the Lessee at the email provided by lessee, the rent due for the first month shall be pro-rated until the Lessor makes the apartment available and the Lessor shall be under no obligation to make available to Lessee any apartment other than the apartment specified in this Lease Agreement. If the apartment is not available for 30 days or more after the inception date, then the lease may be terminated and rescinded at the election of either party. Notice requirement pursuant to this clause is effective only as to this clause and any other Notice required to be given pursuant to this lease shall be given in accordance with the notice requirements contained in paragraph 9.

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

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anyone authorized to be at the address of the premises. All notices must be in writing. Oral notices are not effective as notice. Upon the inception of Lessee(s) tenancy, Lessee agrees to write the names of the occupants inside the mailbox associated with this lease. Upon termination of Tenancy the Lessee(s) agrees to forward their mail to a new location.

10. **EVICTON AND COLLECTION:** All eviction and collection proceedings shall be in accordance with Massachusetts law. If this lease is terminated for breach of terms or in the event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred. The Lessor may be deemed to be a prevailing party if the Lessor initiates valid legal action for a breach of any Lease term, and the Lessee(s) cures such breach prior to a Hearing and then fails to appear for said Hearing or signs an Agreement that will be entered as Judgment of the Court admitting liability for rent owed or a violation of the lease. The Lessee(s) shall pay all costs associated with the collection of rent over 30 days past due.

10A. **CHOICE OF FORUM (JURISDICTION):** All disputes, claims or other court actions concerning the Landlord/Tenant relationship, including but not limited to claims under G.L.c. 111 § 127 et seq., G.L.c 186 § 11, 12, 14, 15B, 15F, 18, or G.L.c. 239 § 1 et. seq., must be only brought in the Northampton District Court, or Hampshire Superior Court, or Western Division of the Housing Court Department established for Hampshire County. The Lessee specifically acknowledges that any claim involving the Landlord/Tenant relationship, or the Leased Premises is an action concerning property located in Hampshire County. Venue of all such claims must be heard in Hampshire County, or the Federal Court located in Western Massachusetts.

11. **RENEWAL:** Lessee(s) indication of Lessee's desire to renew shall not bind Lessor to renew this lease. Lessees may be eligible to renew the lease if at least 50% of the original occupants are remaining and 50% or the original leaseholders resign a new lease.

12. **WAIVER OF SUBROGATION:** Each party waives any and every claim which arises or may arise in its favor and against the other party hereto to anyone claiming through or under them, by way of subrogating or otherwise, during the term of this lease agreement and all loss or damage to, any of its property (whether or not such loss or damage is caused by fault or negligence of the other party or anyone from whom said other party may be responsible) which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recovered under said insurance policies. Tenant is *not* a co-insured and is liable for any damage caused by their own negligence. Lessee's insurance carrier retains the right of subrogation against the tenant.

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

14. **DEFAULT:** If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord

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to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement. The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective State laws; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

THIS LEASE WILL INCLUDE UPON THE TENDERING OF ALL FUNDS AND RECEIPT OF ALL SIGNATURES:(1) A SECURITY DEPOSIT RECEIPT, (2) LAST MONTH'S RENT RECEIPT, (3) A STATEMENT OF CONDITION (4) LEAD PAINT CERTIFICATION FORM, (5) A STATEMENT OF NO MORE THAN FOUR UNRELATED, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND FORM AN INTEGRAL PART HEREOF. TOGETHER THEY WILL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS.

In Witness Whereof the parties hereto interchangeably set their hands and seals this _____ date.

LESSEES:

Dated: _____

Date: _____

Agent of LESSOR:



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