

ADDENDUM TO THE LEASE FOR

1. In case any provision in this Addendum or any attached documents to this lease agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and agreements shall not in any way be affected or impaired thereby.
2. It is understood that this addendum is incorporated as part of the lease and shall be deemed a "jointly and severally bound" obligation of all Lessee(s) and cosigners.
3. Lessee(s) understand that the management company **does not own the above mentioned property**. The management company has no ability to make any decision regarding repairs, renewals, rent increases or any other decision regarding your unit or your tenancy unless otherwise agreed to by the owner of the property.
4. No water furniture is allowed on the premises.
5. No animal, bird, insect, reptile or other pets are to be kept on the premises both inside and outside unless approved by the Lessor and our Pet Addendum accompanies this lease. This includes any pollinating insects such as outdoor kept bees.

Should a pet be allowed in the property the Lessor may request an additional rent for the pet. *"20-P-1274" Flemming v. Greystar Mgmt. Servs., 177 N.E.3d 1244, (Mass. App. Ct. 2021)*

6. Tenants are responsible for all individually metered utilities. In the event of water being individually metered the Lessee(s) is responsible for securing the bills from the proper municipality and paying them promptly on time as well as ensuring the start and end date of the metered portions that is Lessee(s) responsibility.
7. Lessee(s) agree to put the utility bills in which they are responsible for in their name within 24 hours of occupancy and grants the permission to the Lessor to activate services on their behalf if after 24 hours.
8. Lessor and Lessee(s) acknowledge that the monthly rent amount is \$ _____. The last month's rent amount due is \$ _____. The security deposit due is \$ _____.
9. Should a lease be renewed, any deposits on the account carry over, including last month's rent. Lessee(s) will be responsible for the difference of the last month's rent of a new lease and the pre-paid last month's rent deposit on the account.
10. The Lessor is under no obligation to offer Lessee(s) the option to renew the lease for another term unless otherwise specified. Should the Lessor decide to offer the option to renew the lease for another term, the deadline to sign the renewal lease will be _____. Any offer presented by Lessor will not be binding or enforceable until a signed lease by both parties is executed. No rent amount

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or renewal terms are agreed to or binding until a fully signed lease is completed by both parties.

11. Occupancy is limited to the named Lessee(s) on the lease incorporated with this addendum only.
12. Unless expressly stated in writing within this lease, the Lessor has not agreed to make any repairs or improvements and the unit is rented in **“as is”** condition.
13. Lessee(s) understands that if the apartment will not be vacant for a sufficient time prior to move-in, which is normally the case, the apartment may not have the opportunity to be inspected by Lessor prior to Lessee(s) move-in. Lessee(s) understands any and all concerns will be addressed after Lessee(s) take occupancy. Lessee(s) agree that regardless of how the condition of the property is found Lessee will abide by the move-out and cleaning instructions provided by Lessor at the end of their lease. Failure to abide by these instructions will be cause for deduction in security deposit money.
14. Lease begins at 1:00PM on the first day of the lease and terminates at noon on the last day of the lease. Keys must be returned no later than noon of the last day of the lease. There is a \$500 fee for all late move-outs and the daily rental rate beyond the lease expiration is \$500 per day.
15. Lessee(s) understand any item left behind by prior Lessee(s), unless otherwise stated in writing by the Lessor, will become the responsibility of the current Lessee(s) unless otherwise reported to Lessor within 15 days of the start date of this lease.
16. If the leased premises is a condominium, the tenants agree to abide by all condominium rules and regulations and shall be responsible for paying all fees for violations thereof. The Lessee(s) will be responsible for contacting the condo association directly for any issues regarding common areas.
17. Lessee(s) agrees that under no circumstances will they add, remove, or alter the locks of the leased premises. Per fire code, no bedroom shall have a lock allowing the door to be locked without a person being in the room. Bedrooms may have “privacy locks” only. There will be a \$500 lock change fee charged to any Lessee who adds, changes, or removes any lock on the leased premises including main unit or building doors.
18. No Lessee(s) shall smoke, nor permit anyone to smoke, anywhere in the apartment, hallways, stairways, foyers, common areas, balconies and facilities. This includes the forms of tobacco, marijuana and vape products.
19. Use of fire escape and roof is restricted and limited to their intended purposes only. Any other use is strictly prohibited.
20. If the unit has its own thermostat, the Lessee(s) agree to keep the heat at a minimum of 59 degrees at all times. Any and all damages resulting from insufficient heat and pipes

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freezing (i.e. during vacation time, time away from the property); due to the temperature falling below 59 degrees is the responsibility of the Lessee(s). The Lessee(s) accept all financial responsibility and agree to pay all costs incurred by the Lessor in repairing any and all such damages as a result of such negligence.

21. Lessee(s) shall not have any parties of 5 or more people without the consent of the landlord. Small intimate gatherings e.g. dinner parties, family visits, study sessions are acceptable and within reason do not need Lessor consent. Lessee(s) will keep noise to a minimum and not violate the right to quiet enjoyment of neighbors. Should complaints from neighbors or any enforcement agency be made to Lessor regarding continued noise or gatherings, Lessee(s) understand they will have violated this lease agreement and will be subject to Lessor(s) grounds for immediate eviction and all associated costs.
22. Lessee(s) agree to pay rent via the tenant portal only and with electronic funds transfer by the first of each month unless otherwise specified on the lease. Monthly bills are not rendered. Cash and checks cannot be accepted. There is a \$1 fee per transaction charged to the Lessee(s) to utilize this service.
23. A late fee of \$100 will be charged 30 days after rent is due if not paid in full and any past due rent will accrue interest at a rate of 5%.
24. Lessee(s) understand and agree to Ivy Realty acting in the capacity of a dual agency where the broker serves both parties.
25. Lessee(s) understand that any Realtor Fee for introducing and locating the apartment is **non-refundable** and is due upon the signing of the lease.

We agree that should we withdraw from taking possession of the property named above, we will be responsible for any fees related to brokerage services. Money on account may be applied to these fees.

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26. In the event repairs need to be made, inspections, or appliance deliveries, Lessee(s) understand that they may need to be home to allow service people entry into their apartment unless otherwise specified. Lessor is not available to open doors for maintenance or deliveries. When applicable a lockbox may be able to be used to allow entry for certain repairs or a key provided to a vendor directly.
27. Lessee(s) agree to allow the Lessor or its designated representative entry to the apartment between 8AM and 8PM for any valid purpose (ie: to show the apartment to prospective tenants or buyers, periodic inspections, maintenance and repairs, open houses) with **four** hour notice and/or without tenants being present. Lessee(s) accept this as reasonable notice.

Lessee(s) also acknowledge and agree that their contact information -

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Name/Phone/Email will need to be shared with licensed real estate agents in order to notify Lessee(s) of showing times and dates as well as certain vendors to coordinate entry for maintenance.

Lessee(s) information will be made available to license real estate agents via MLS and YouGotListings.com. Lessor will only share the contact information to licensed real estate agents ONLY while the property is being marketed for rent. **This information is not shared with the public.**

Lessor cannot act as an intermediary to schedule back and forth with Agents and Lessee(s). The more showings and accommodations Lessee(s) make the faster the property will rent and be off the market.

Should any Lessee unreasonably continuously deny showings, interfere, disrupt, cause harm or attempt to act with malicious intent with regard to the Lessor's attempt to show or rent the property, Lessee(s) understands this is a default of this Lease Agreement and is cause for immediate eviction.

28. Lessee(s) understand that if a property is "For Sale" it may be shown periodically with prior notice. This lease **will not** be affected upon sale unless otherwise agreed to by Lessee(s) and Lessor. During this period Lessee(s) agree to work with the owner and their real estate agent or any other designated persons for property photos, individual showings and open houses. Should any Lessee(s) interfere, disrupt, cause harm or attempt to act with malicious intent with regard to the Lessor's attempt to show or sell the property, Lessee(s) understands this is a default of this Lease Agreement and is cause for immediate eviction.
29. Lessee(s) are responsible for trash-removal. No trash shall be left in hallways. Trash or any other personal property must be maintained within the confines of the apartment. All trash must be bagged, kept in tightly sealed containers, and placed outside for pick-up. If a dumpster or barrel is provided outside, trash must be neatly deposited and covered.
30. Lessee(s) agrees to reimburse Landlord for any municipal fines assessed to Landlord for Lessee(s)'s violation of any municipal ordinance.
31. A charge of \$36 will be assessed for any NSF check.
32. Lessee(s) and co-signers where applicable, acknowledge and agree that any non-payment of rent or non-fulfillment of lease agreement may be reported to all three national credit bureaus as well as brought to court for judgment.
33. The security deposit will be held in the following Lessee's name: _____.
Please pay close attention to the bolded line item in section 34.
34. The security deposit you have given will be held throughout your tenancy. It will not be split between roommates or refunded in any portion while any of the Lessee(s) are still in residence. Security deposit cannot be used in lieu of any rent due. After you have

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vacated your apartment and a satisfactory inspection has been completed your security deposit will be returned in accordance with Massachusetts State Law. Security deposits may only be held in one Lessee's name and shall only be returned to that Lessee upon termination of the lease.

Should a unit renew their lease where the original Security Deposit Holder is not renewing, any new or renewing Lessee(s) must work out any money due to the vacating Lessee(s) amongst themselves. We are not able to refund any vacating Lessee(e) any portion of the security deposit as it stays with the property. At the start of the new lease the security deposit will be held in the Lessee's name referenced above.

35. Lessee(s) shall complete an RHA apartment condition statement upon move-in and return it within 15 days. This form is included with your original lease documents.
36. Lessee(s) agrees to pay all costs (including but not limited to attorney fees, court fees, constable and/or sheriff service fees, and additional property management fees) in any action Lessor initiates involving the enforcement of this lease.
37. There is a \$100.00 fee expense for each 14 Day Notice to Quit that is necessary.
38. Lessor will make every effort to resolve major repair issues, if present upon move-in, within 30 days.
39. Cosigners are generally not allowed, however if allowed, all Lessee(s) agree to provide completed guarantor forms, which are due at lease signing. Guarantors must have sufficient income resources to cover the lease obligation and have no derogatory credit. Should the Lessee(s) fail to provide all these forms, the Lessor may, at his discretion, terminate the agreement and rent the property to another party.
40. I have been provided with a copy of the "Tenant Lead Law Notification".
41. Lessor is not responsible for loss or damage to your household goods in the event of fire, water, smoke damage, theft or other misfortune. **It is strongly suggested that you obtain a "renter's" insurance policy to protect your personal property.**
42. Lessee(s) are responsible for insuring their personal belongings.
43. Upon move-in, Lessee(s) shall report any non-working lights to Lessor in writing. It is the responsibility of the Lessee(s) to replace all lightbulbs, including specialty bulbs, that burn out during tenancy and prior to move-out. At the end of the lease, the total maintenance cost of any light bulbs found that need to be replaced will be deducted from the security deposit.
44. Lessee agrees to inspect and maintain in a good working condition (free of obstruction, changing batteries and monitoring) any and all smoke detectors, heat sensors or carbon

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monoxide detectors installed in the apartment. Lessee shall not tamper with, remove or replace any parts or equipment of these devices except to change batteries. Lessor shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from the Lessee(s)'s failure to test, inspect and maintain these devices. Lessee(s) agree to report any non-working, hard-wired smoke detectors or smoke detectors that are non-functional after battery replacement immediately to Lessor.

45. Lessee(s) shall be held responsible for costs of repair and painting of all holes or damage to walls due to hanging of artwork, posters, shelving, negligence, etc. This includes holes or damage from nails, screws, hooks, etc. Lessee(s) are never allowed to drill, tape, tack, nail, or permanently secure anything to the walls, floors or ceilings of the property. Should any Lessee use any products such as "Command Strips" or "non-damage" hanging solutions. Any repairs due to paint pulled off the wall while removing these products will be deducted from the Security Deposit.
46. Maintenance requests are to be submitted via the online tenant portal unless in the event of an emergency where tenants should contact 617-807-0700. Lessee(s) are responsible for any repair or maintenance charge associated with negligence or mistreatment by a Lessee(s) or Lessee's guest.
47. The rental unit is equipped with a refrigerator and a stove. These items shall be maintained by the Lessor as long as the refrigerator is set to the recommended temperature setting. If the food in the refrigerator spoils because of an electric problem or machine malfunction, the Lessor **will not** be responsible to reimburse the Lessee(s) for the cost of the contents or anything else related to the issue. If the unit is equipped with a dishwasher, garbage disposal or laundry machine(s) (or laundry is available in the property), they are in "as is" condition and will be maintained by the Lessee(s) unless otherwise decided by the Lessor. Laundry facilities are provided at their own risk, Lessor may discontinue the use of laundry, dishwasher or garbage disposal at any time.
48. Patios and Balconies must be kept clean and neat at all times. They are not to be used as storage areas. Outdoor type patio furniture only may be placed on the patio or balcony. No hanging of any article is permitted. No charcoal cookers, broilers, grills, or any gasoline, propane, electric or petroleum gas fired stoves or similar devices shall be ignited or used on the balconies or spaces under the balconies. These types of cookers and grills may not be used inside the apartments either. No smoking is allowed on patios or balconies.
49. Entrances, hallways and other common areas shall not be obstructed or be used for any purpose other than entering, and exiting.
50. No Lessee(s) shall make or permit any disturbances by him/herself, family or friends. No Lessee(s) shall play, loiter, or hangout in the hallway, lobby, stairwell of the building. No Lessee(s) shall operate any musical instruments; radio/stereo or television in a manner which will disturb his/her neighbors or permit any boisterous or other actions which will disturb the peace and quiet of the premises.

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51. In the event of a tenant lockout, it is the Lessee(s) responsibility to gain entry via a roommate or a locksmith and ensure no damage is done to the lock or the door. Lessor does not handle lockout calls. Should the Lessor be able to assist with providing entry there will be a \$300 charge for facilitating this service.
52. Lessee(s) may not repaint the apartment without Lessor's prior written notice. The use of wallpaper and contact paper is not allowed.
53. Lessee(s) are responsible for any service calls that arise from Lessee(s)'s misuse including, but not limited to, plumbing-related calls for clogged drains, toilets and clogged/jammed garbage disposals, electrical-related calls for overloaded circuits, and heating-related calls for failure to properly maintain water levels in boilers (if applicable) that are the Lessee(s)'s responsibility. Should any damage be caused by Lessee(s) improper maintenance, misuse or negligence any and all costs of repairs will be charged to Lessee(s).
- Lessee(s) agree to install drain guards in shower and tub areas as well as sinks to ensure these drains do not become clogged with hair, food, and other foreign objects. If a maintenance call is submitted for a clogged drain or non-working garbage disposal and it is discovered Lessee(s) were the procuring cause, the cost of the maintenance call will be charged to Lessee(s) lease ledger.
54. The toilets and other water and sewer apparatus and fixtures, shall not be used for purposes other than those for which they were designed. A charge will be made for unclogging plumbing equipment in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, clothes, grease, diapers, sanitary napkins, hygiene products and other foreign objects. The cost of the repairs or replacement due to negligence will be the responsibility of the Lessee(s).

55. SUBLEASING, TENANT SUBSTITUTIONS, AND LEASE BREAKS:

Note:

Subleasing occurs when a tenant will be leaving the property for one month or more and will be returning to reside at the property for one month or more.

If one tenant will be leaving permanently, a Substitution Agreement is completed (see below).

If all tenants will be leaving permanently, this is treated as a "lease break". (see below).

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SUBLEASING

Lessee(s) may not sublease the property, in whole or in part, for a period less than one month. Daily or weekly rentals and use of any website such as airbnb.com is strictly prohibited. The property is not to be used as a rooming house, short-term lodging or a "bed & breakfast".

Lessee must get written permission from Lessor before subleasing in whole or in part. Lessor must approve any sub-Lessee who must complete the standard application process. In the case of a partial sublease (where not all the tenants are moving out) ALL the remaining tenants must approve all new tenants. There is a broker fee of \$500 per subLessee for partial subleases. Any monies held by Lessor in escrow will remain and will belong to the original Lessee. It is the responsibility of the Lessee to collect any security deposits or rent prepayments from the subLessee. **Lessee retains ultimate responsibility for the fulfillment of the terms of the lease.**

TENANT SUBSTITUTIONS

Tenant substitutions are subject to the approval of the Lessor. All prospective tenants must complete the standard application. Prior to any substitutions, all rent payments must be current, a Substitution Agreement must be signed by all parties, and a broker fee of \$500 per substituted tenant must be paid. It is the responsibility of the outgoing tenant to be reimbursed by the incoming tenant for their share of any deposit money.

LEASE RENEWALS WITH TENANT SUBSTITUTIONS

In the situation where existing Lessee(s) wish to sign a new lease with new Lessee(s), all new Lessee(s) are subject to approval by the Lessor, and must complete the standard application process. A broker fee of \$500 per new Lessee for all new incoming Lessee(s) will be charged.

If last month's rent is required to be held as a pre-deposit, incoming Lessee(s) agree to pay their portion before the new lease starts.

LEASE BREAK

After taking occupancy, should the Lessee(s) decide to vacate the property prior to the completion of the current lease, Lessee(s) will be responsible for all rent payments under this lease until payments commence under a new lease. In addition an early termination fee will be applied. The early termination fees are as follows:

Months: 1-6: Payment equal to three (3) month's rent

Months: 7- lease end: Payment equal to two (2) month's rent.

RENEWAL LEASE BREAK

If during the course of a current tenancy where Lessee(s) agree to renew the lease, should any future lease agreement be signed and executed by the Lessor and

Lessee's Initials: _____

Lessee(s), where Lessee(s) then decide to terminate the future lease agreement a standard lease break free of 1 month's rent will be applied.

56. **TENANTS' DUTIES UPON VACATING AT END OF LEASE:**

Prior to vacating premises, Lessee(s) shall (1) make sure all rents are paid in full; (2) make arrangements to disconnect utilities and have such paid; (3) have any mail forwarded to a new address, and (4) submit to Lessor all keys used in connection with the premises. Additionally, Lessee(s) agree to: (1) dispose of any and all trash and refuse properly; (2) remove all personal property; (3) leave the premises in a presentable condition, and (4) not cause any damage outside of normal wear and tear.

Cleaning responsibilities upon vacating include:

Removal of all food items from refrigerator/freezer, cabinets, and pantry, which must be wiped down and free of food debris.

A thorough cleaning of all appliances, cabinets, and surfaces.

A complete cleaning/disinfecting of all bathrooms including the tub, shower, toilet and sink.

All floors must be swept, mopped, and vacuumed as necessary. All carpeting must be free of stains and odor.

Upon inspection of the property, should the Lessor find the property was left in unsatisfactory condition, a professional cleaning service may be hired and the Lessee(s) will be charged and the amount will be deducted from the Security Deposit.

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57. Additional Provisions:

I/we have read the lease and this addendum and understand it. I/we agree to abide by this contract as it is written, including each clause without exception. Signed:

Signature of Lessee: _____

Signature of Lessee: _____

Signature of Lessee: _____

Signature of Lessee: _____

Signature of Lessor: _____

Lessee's Initials: _____

Security Deposit Acknowledgement Form

THIS IS NOT A RENT RECEIPT

The undersigned Lessee(s) agree to the sum of \$ _____ as a security deposit for the premises located at:

_____.

Lessee(s) may not, without Lessor's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Lease Agreement.

Lessor, may, in his discretion, apply part or all of this security deposit towards unpaid rents, late charges or any other charges due on the annexed Lease Agreement.

Within 30 days after the lease end date, when Lessee(s) have vacated the premises in prior to agreed condition, removed all personal effects and rubbish, returned keys and provided Lessor with a forwarding address, Lessor will give Lessee an itemized written statement of the reasons for, and the dollar amount of any security deposit retained by the Lessor, with a check for any deposit balance. It is imperative that all move-out instructions and the Lease Agreement plus any addenda provided are adhered to in order to ensure a full security deposit is returned.

The security deposit may only be held in one (1) Lessee's name. Lessor cannot divide the security deposit into parts nor issue refunds to more than one individual.

You must designate who will be responsible for the security deposit below:

The W-9 accompanied with this lease package is to be completed by the person whose name the security deposit is to be held in.

Signature of Lessee: _____

Signature of Lessee: _____

Signature of Lessee: _____

Signature of Lessee: _____

Lessee's Initials: _____