

**LEASE ADDENDUM Unit address: \_\_\_\_\_**

State Financial Services 197 Portland Street, 6<sup>th</sup> Floor, Boston, MA 02114

1. **Rent.** The rent will be \$ \_\_\_\_\_. It is to be paid on or before the first of each month. Unless prohibited by law, Lessor will apply payments made to them in the order and priority Lessor determines. Lessor reserves the right to accept any amount less than the balance due at any given time. Such acceptance will not represent a waiver of any right Lessor has to pursue the outstanding balance.
2. **Key.** Lessee shall pay Lessor \$ \_\_\_\_\_ for lock installation fee.  
Lessees at 254 Friend Street, Boston, Ma. shall pay an additional \$ \_\_\_\_\_ fee for elevator key/lock.
3. **Last Month's Rent.** Lessee shall pay Lessor \$ \_\_\_\_\_ as a last month's rent deposit. If at any time during the course of this agreement or extension hereof there is an increase in rent then the Lessee shall pay to the Lessor a sum sufficient to increase the last month's rent to the increased rent level.
4. **Security Deposit.** Lessee shall pay Lessor \$ \_\_\_\_\_ as a security deposit. If at any time during the course of this agreement or extension hereof there is an increase in rent then the Lessee shall pay to the Lessor a sum sufficient to increase the security deposit to the increased rent level. This shall not be used as rent except as specifically applied by landlord.
5. **Pets.** NO PETS OF ANY KIND (This includes cats.) No fish tanks are allowed in the units.
6. **Occupancy.** Occupancy is limited to those individuals named on the rental agreement, as stated/named on the 1<sup>st</sup> page 2<sup>nd</sup> line of the lease, and who have signed the rental agreement. All other persons residing will be vacated immediately. Lessor reserves the right to charge \$200.00 per month, as a use charge, for each additional person found occupying the unit. Tenants shall not place additional names on mailbox other than those individuals named on the lease.
  - A. **Locks.** There will be a \$150 minimum charge to any lessee who adds, changes, or removes any lock to the leased premises without the Lessor's consent. If any new locks are added, the lessee must provide a key to the superintendent or the office.
  - B. **Sublet.** The leased premises shall not be sublet without the Lessor's permission. If such permission is given, a \$200.00 fee **per** sublet will be charged for any change in tenancy during the lease term.
  - C. **Termination of Lease.** If Lessee requests that this lease be terminated prior to the expiration of the term, written notice is required, and Lessee shall continue to pay rent until a new tenant, approved by Management, takes occupancy. In the event that an approved new tenant takes occupancy, Lessee shall also pay a management fee equal to 1/2 of one month's rent to Landlord, in addition to broker's fees and any costs incurred to re-let the premises.
  - D. **Change in named lessees.** Any changes in tenants (deletions or additions), requires Lessors' written approval and the written approval of all other Lessees. Lessees will not be entitled to any transfer or substitution of deposits until all required forms and new deposit payments are received by Lessor. Appropriate fees as determined by Lessor will apply.
7. **Noise & Disturbances.** Please notify the police and Management Company in the event of a public disturbance. If police are summoned to premises and in their determination there has been excessive noise, then the Lessee agrees to pay a fine of \$150.00 for each occurrence.
8. **Bounced Checks.** There will be a \$40.00 minimum charge on all bounced, stop payment, and returned checks. After two bounced checks, Lessee shall make all future payments by cash, money order or bank checks.
9. **Utilities.** The Lessee shall establish accounts and pay for all independently metered utilities. This provision supersedes all other references to utilities in the lease agreement. Lessee agrees to put utility bills in their name within 7 days of occupancy. Lessor is not responsible for phone service, cable, or internet, or cost of installation.
10. **Lock Outs & Lost Keys.** There will be a \$30.00 service charge for duplicate keys (per key) and lock-out requests. (Additional \$45 fee for lock-out requests between 6 pm and 6 am) Please note: This is a paid courtesy response provided personnel are available. If you choose to use a locksmith, please retain any parts (Included but not limited to the core/cylinder). Any locksmith services due to tenant loss of keys shall be at tenant's own expense. If Lessee changes the locks, he/she will need to reimburse Lessor for all costs to remove and replace said locks so that they can be placed back on the master system.
11. **Deposits.** All deposits will be retained by Lessor until all Lessees of a joint tenancy vacate the unit. Deposits will be returned by one check made payable to all Lessees, unless Lessor is specifically advised in writing executed by ALL Lessees (original and substitutes) otherwise.
12. **Insurance.** LESSEES ARE URGED TO PURCHASE APARTMENT AND LIABILITY INSURANCE. Lessor is not responsible for losses in premises. To the fullest extent allowed by law, Lessee waives any rights of subrogation against Lessor or its trustees, managers, or agents (including but not limited to State Financial Services, Inc.) for any losses that are covered by insurance.
13. **Service & Repairs/AC Units.** Contact the management office FIRST at 617-720-0770. Also contact the building superintendent. For after hours emergencies call 1-719-433-7439. Please refrain from making repairs yourself. Residents will be held liable for damages that are caused by their attempt to make repairs, or as a result of a resident's negligence, or misuse of equipment. Certain services are not management's responsibility such as changing light bulbs. Fixtures are designed for 60-watt bulbs or less. If you use high wattage bulbs and damaged fixtures, you will be responsible for fixture replacement. Any Air Conditioners (AC) cannot exceed 5000 BTU's and must be properly secured and installed. A/C units may not be placed in the front windows of the building so as not to cause a nuisance or danger to pedestrians below. All A/C and fan units must be removed from windows from October 1<sup>st</sup> to April 15<sup>th</sup>. If units are not removed during this time period, Landlord has permission to enter the unit and remove the A/C or fan unit and a \$30 minimum charge will be assessed to tenant. To the fullest extent allowed by law if Lessee or their agents install an air conditioning unit at the premises, Lessee will be responsible and shall indemnify, and hold Lessor and its trustees, managers, or agents (including but not limited to State Financial Services, Inc.) harmless from any damage or injury caused by that air conditioning unit and/or the manner it was installed or removed installed at the premises. Lessee will be responsible for any damage they cause to the window and/or frames that arises from their use or installation of a A/C unit. Lessee must contact Lessor immediately if any toilets or sinks are running or dripping. If the food in the fridge spoils because of electrical problem or machine malfunction, Lessor will not be responsible to reimburse Lessee for the cost of contents.
14. **Dishwasher/Disposal** Lessee is responsible for damage due to their misuse or improper use of any dishwasher or disposal in the apartment. **NO** plastic, stem glasses, wooden utensils or other improper items shall be placed and washed in any dishwasher by Lessee.

- When operating any **disposal**, Lessee shall ensure that the sink water is run during usage and 30 seconds thereafter. **NO** seeds, pits, bones, celery, vegetable peels, coffee beans/grinds, or improper materials shall be placed in the disposal by Lessee or their invitees.
15. **Apartment Alterations/Cleaning.** Lessee must receive written permission from Lessor before they add to or alter their apartment in any way. Lessees are not permitted to use wallpaper, contact paper, paneling, or make paint alterations of any kind. Before vacating the apartment, Lessee must restore their apartment to its original condition notwithstanding reasonable wear and tear. If Lessee neglects to do so, Lessee will be responsible for any costs to restore the unit to the required condition. Lessee or their invitees shall not use products containing bleach on natural stone, marble, granite floor or shower wall tiles. For stainless steel appliances, Lessee shall use only cleaning products made for such surfaces. Lessee is responsible for all window treatments, blinds and shower curtains. Only blinds, shades, or curtains may be used as window treatments. (Sheets, pillows, posters, towels, etc. are not allowed to be used). Lessee is responsible for any damage to walls including holes from hanging pictures, shelves, or tape marks. Unless expressly stated in writing, the Lessor has not agreed to make repairs or improvements and the unit is rented in "as in" condition.
  16. **Extermination Policy.** The management may perform preventative extermination for insects and pests in all apartments and common areas. Please report any insect or pest problems promptly to management. Tenant understands that chemicals or traps may be necessary to eradicate any pest issues. This process may take days or weeks or longer and will not be reason to terminate the lease.
  17. **Trash Removal.** Lessees are responsible for properly disposing of their garbage/trash. Lessee must always place their trash in tightly sealed plastic bags. Garbage should never be stored inside Lessee's apartment or left outside their door. Trash should only be left in proper designated locations at proper times. No hazardous materials may be stored, generated, placed, or disposed of within or at the apartment or Lessor's property. Lessee shall abide by all local, state, and federal regulations pertaining to the disposal of trash. In the event that Lessor or its agents receives any violations or fines as a result of Lessee or their agents improper disposal of trash, Lessee shall be responsible for such fines and/or fees and any costs that Lessor or their agents incur as a result thereof. Lessee shall pay any such fines, fees or costs, within ten (10) days of receipt of the same from Lessor. There will be a minimum \$50.00 fine for removal of trash from any common areas. Lessee may not use Lessor's dumpsters, bins, or barrels to discard furniture, moving boxes, or other moving related items. These items also cannot be left in or on the property at any time for disposal purposes and cannot be left with the regular trash.
  18. **Hallways.** Lessee shall not place personal articles such as mats, footwear and bicycles in the hallways. Lessee shall not place any items in a hallway that could result in a fire safety hazard. Lessee shall not place any ornamentation or name plates on their apartment doors. Lessee will be responsible for any damages or tread marks caused to the common areas by transportation of belongings, trash, and bicycles.
  19. **Visitors.** To the fullest extent allowed by law, Lessees are responsible for the conduct of their guests or any damage caused by such guests to the building or any person. Any guest who will be remaining for a continuous 3 day period or more must be reported to management.
  20. **Waterbeds.** Due to the potential damage and /or liability, waterbeds are not permitted in any apartment.
  21. **Availability.** The lease begins at 12 p.m. (noon) on the commencement date. Lessee will not be allowed to move in early. Lessee acknowledges that any unit occupied until the last day of the previous month may not be available for immediate occupancy. Lessor is to be given a minimum of 10 days to prepare apartment.
  22. **Roof/Fire Escape.** Lessee and guests are prohibited from going on the roof or fire escapes at any time unless there is an emergency. To the fullest extent allowed by law and except for Lessor's own negligence, Lessee will be responsible and shall indemnify, and hold Lessor and its trustees, managers, or agents (including but not limited to State Financial Services, Inc.) harmless from any damage or injury caused by Lessee or their guests going on the roof or fire escapes other than in an emergency. Each case of trespassing on the roof and/or fire escape shall result in charges of \$100 per person, per incident.
  23. **Smoke/Carbon Monoxide Detectors.** Lessee shall not remove smoke/carbon monoxide detectors or batteries from them for any reason. Should lessee do so, Lessee shall reimburse Lessor in the amount of \$5.00 to put up the smoke/CO, \$75.00 minimum to replace or repair the smoke/CO detector, and/or \$5.00 to replace the battery if any are removed by lessee or his/her guest. To the fullest extent allowed by law and except for Lessor's own negligence, Lessee will be responsible and shall indemnify, and hold Lessor and its trustees, managers, or agents (including but not limited to State Financial Services, Inc.) harmless from any damage or injury caused by Lessee's removal or tampering with any smoke/carbon monoxide detectors. Lessee agrees to inspect the apartment smoke detectors immediately upon move in and throughout the tenancy to replace the batteries and maintain working order or to immediately notify Lessor if they need to be replaced.
  24. **Children.** Lessee agrees to give Lessor a minimum of 60 days written notice before Lessee intends to have a child reside in the leased premises to allow the Lessor to test for and comply with the Massachusetts Lead Paint Laws. At no point can occupancy exceed company, state, federal, local, and/or sanitary guidelines, rules or regulations.
  25. **Termination.** Unless Lessor and Lessee have executed a new lease for a term beginning beyond the expiration of this lease, the Lessee and all those claiming under him/her shall vacate on or before the last day of this lease term by 12 p.m. noon. Should Lessee desire to remain on as a tenant beyond the term of this lease, Lessee must notify Lessor at least one hundred and eighty (180) days previous to the termination date of this lease. Lessee shall only be allowed to remain a tenant if accepted by Lessor and Lessor and Lessee execute a new lease that is acceptable to Lessor. If the tenancy is not extended, Lessee and all those claiming under him or her shall timely vacate upon the last day of lease, leaving the premises in broom clean condition. Lessee and those claiming under them shall have no right to remain at the premises beyond the expiration of the lease. Lessee acknowledges that if the lease is not extended, that upon termination of the lease that Lessor intends to lease the apartment to third parties and will enter into contracts to do the same. If Lessee stays on beyond the expiration date of this lease, then Lessee agrees to pay Lessor use and occupancy for the apartment and also agrees to indemnify and hold Lessor and its agents harmless for any damages, costs, expenses incurred or claims that are made as a result of the failure of Lessee or those claiming under them to timely vacate the apartment. If Lessee stays on beyond the expiration date of this lease, then the use and occupancy rate due and owing from the Lessee to Lessor for each month thereafter shall be the monthly rent in effect just prior to the expiration the lease plus five hundred dollars per month and all other non conflicting provisions of the last existing lease shall remain in full force and effect. The receipt or payment of use and occupancy shall not create a tenancy between the parties, and Lessor shall maintain all rights at law to evict Lessee from the premises. As Lessor cannot reasonably place Lessee's unit on the market for re-rental at expiration of present lease without confirmation of move out by Lessee, Lessee must notify Lessor in writing at least one hundred and eighty (180) days previous to lease termination that Lessee will vacate at end of existing lease. Otherwise, should Lessee vacate at lease

termination without providing said notice to Lessor; and hence, denies Lessor the ability to timely re-market said unit, Lessee shall be liable to Lessor for ongoing unit rent at the last contract rate for a period of the lesser of either 6 months or until the unit is re-rented.

26. **Expenses.** Lessee will be responsible for reimbursing Lessor for all costs incurred to enforce this lease including legal & management costs arising from Lessee's default and/or breach of any term or obligation of the lease, this addendum or Lessee's tenancy. X \_\_\_\_\_ (Initial)
27. **Late Fees.** Tenant shall pay a late fee of 15% of each month's rent over due in excess of 1 month, without legal cause, for each and every rental period said over due month's rent remains unpaid. (Lessee shall be charged every month as long as given month is outstanding).
28. **Grills.** NO grills of any kind are permitted on the premises.
29. **Dartboards.** Dartboards are not permitted on the premises.
30. **Washing machines/dryers:** Lessee is not allowed to have washers/dryers placed in apartment. Common area washers/dryers are provided as a courtesy only and are not part of the lease agreement. Tenants are responsible for costs incurred for damages due to their or their guests misuse or overloading of common area washers/dryers, or their use of non-legal or foreign tender in those machines. If laundry services are provided, Lessor may discontinue service at any time. If Lessor provides laundry facilities, Lessee will use at own risk. Should clothing become damaged or stolen, Lessor will not be responsible.
31. **Condominium.** If leased premise is a condominium, Lessee agrees to abide by all condominium rules and regulations. Lessees are responsible for paying move-in/out fees, elevator fees, moving or other such fees and deposits in addition to condominium association imposed fines for tenant violations, damages, and negligence. Lessee agrees that any terms or conditions required for by the Condominium Association for tenancies or leases shall be incorporated into and made a part of this lease, and Lessee agrees to execute any documents required by the Condominium Association to acknowledge the same.
32. **Vacating. Tenants must vacate on the last day of the lease by 12 p.m. noon** Anyone vacating after this time will be charged \$200 per a day, per person, or any portion of the day in addition to any other costs incurred. Prior to vacating the apartment, Lessee must have units inspected, return all keys, and provide a forwarding address upon vacating. Tenant agrees to pay any costs incurred by the landlord to remove belongings from the unit and property left by the tenant and/or clean the apartment upon termination of the tenancy (There shall be at least a minimum charge of \$50 for this service). Tenant agrees to pay any bank fees incurred to put a stop payment on missing or incorrect return deposit checks due to incomplete or incorrect address and/or names as provided by tenants.
33. **38 Hemenway Street, Boston and 1082 Commonwealth Ave, Boston.** Use of elevator is not included in the tenancy.
34. **Smoking.** Smoking shall not be allowed in or around premises including but not limited to common area and front entry/doorsteps. Lessee shall be responsible to enforce this non-smoking provision to any guests/visitors. To the fullest extent allowed by law and except for Lessor's negligence, Lessee will be responsible and shall indemnify and hold Lessor and its trustees, managers, agents (including but not limited to State Financial Services, Inc.) harmless from any damage or injury caused by smoking at premises by Lessee or guests.
35. **Candles.** Candles are not to be used at any time. Any damages or liability caused by lighting/using candles will be forwarded to tenant. To the fullest extent allowed by law and except for Lessor's own negligence, Lessee will be responsible and shall indemnify, and hold Lessor and its trustees, managers, or agents (including but not limited to State Financial Services, Inc.) harmless from any damage or injury caused by the use of candles at the premises by Lessee or their guests.
36. **Attached Receipts.** Tenant is in receipt of Apartment Condition Statement and Security Deposit Receipt (if applicable).
37. **Certain Amenities Not Included.** In the event that there is an elevator that services the leased premises or there are laundry machines installed in the leased apartment or within the common areas of the apartment building, Lessee agrees that such amenities are provided as a courtesy by Lessor and not as part of this lease agreement. Lessee acknowledges that under no circumstances is Lessor obligated to provide such amenities. In the event that such amenities are discontinued (temporarily or permanently) for any reason, Lessee shall have no claim whatsoever against Lessor, and Lessee shall not be entitled to withhold rent on account thereof.
38. **Sublet:** No sublets are allowed without the express written approval of Lessor. Lessor reserves the right to reject any proposed sublet for any lawful reason. Lessor reserves the right to charge Lessee an application fee for any proposed sublet, which fee is designed to compensate Lessor for costs incurred in reviewing any sublet application. If Lessor approves any sublet in writing, Lessee acknowledges that the sublet tenant is a tenant of Lessee and not Lessor, and that Lessee shall be responsible and liable for the actions of the sublet tenant. To the fullest extent allowed by law and except for Lessor's own negligence, Lessee will be responsible and shall indemnify, and hold Lessor and its trustees, managers, or agents (including but not limited to State Financial Services, Inc.) harmless from any damage or injury caused by the sublet tenant or their guests or the failure of any sublet tenant to adhere to the terms of this lease or addendum. If Lessor approves any sublet in writing, Lessee shall remain responsible and liable to Lessor pursuant to the terms of the lease and this addendum. Lessee shall continue to be obligated to Lessor for all rent owed, and under no circumstances, including but not limited to the acceptance of rent from sublet tenant by Lessor, shall sublet tenant become a tenant of Lessor or shall Lessee be released from any obligation under the lease or this addendum. Lessee shall insure that any sublet tenant fully abides to all terms and conditions of this lease and addendum and that the apartment is timely vacated upon termination of the lease.
39. **Breach:** Lessee's or any sublet tenants breach or violation of any terms, conditions, or obligations of this lease or addendum shall constitute a default of lease, and shall entitle Lessor to evict occupants of apartment and pursue any other remedies available at law or in equity.
40. **Prospective Tenants/buyers:** During the term of the tenancy, Lessor shall have the right to show the apartment to prospective tenants or buyers, Lessee agrees to make the apartment available for such showings and agrees to make sure the apartment is in a clean and orderly condition for such showings, Lessee shall be responsible for any lost rent suffered by Lessor on account of Lessee's failure to make the apartment available for such showings or Lessee's failure to keep the apartment clean and orderly for such showings.

Lessee:

Lessor

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Date: \_\_\_\_\_ Security Deposits are held at: \_\_\_\_\_