

LEASE CONTRACT

- 1. **DATE OF AGREEMENT:** _____.
- 2. **PARTIES:** Aster Associates LLC, PO Box 1130, Easthampton, MA 01027 or its authorized agent(s) hereinafter referred to as Owner, hereby leases or rents to _____ hereinafter referred to as Resident(s).
- 3. **OCCUPANTS:** The following persons are to be considered members of the Resident's household and are the only persons authorized by this Agreement to occupy the premises, except after born or adopted children. (Maximum number of occupants is defined/governed by state sanitary code and is based on habitable square foot size of the unit.)

Occupant name(s) and ages of all minors under 18 years of age:

PETS: If any pets are allowed, this Rental Agreement will be amended by an attached pet policy. Service animals, while not pets, must also be listed and abide by the provisions of any pet policy.

Species and Breed	Name	Age	Weight	Distinguishing Marks or Colors & service status if any
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- 4. **THE PREMISES:** 80 Barrett St, Apartment _____, Northampton, MA 01060.
- 5. **TERM:** The initial term of this lease starts on _____ and ends on _____.
- 6. **RENEWAL:** This lease is self-renewing after the initial term on a month to month basis and, after the initial term, can be terminated by either party with a minimum of one full rental period's written notice to be given at least one day before the beginning of the last month of the tenancy. Notice given to the Owner by one Resident will terminate the tenancy for all Residents of the unit.
- 7. **RENT:**
 - a. Rent is \$_____ per year, payable in installments of \$_____ per month, in full in advance and without demand on or before the first of each and every month. Rent shall be paid by check or money order to Aster Associates LLC by mail to PO Box 1130, Easthampton MA 01027 or by electronic payment per instructions given by the Owner.
 - b. Last month's rent of \$_____ and Security Deposit of \$_____ will be collected at or before the start of the term and will be held by the Owner and maintained in accordance with Massachusetts General Laws. A receipt for each deposit received, including the bank account where your deposits are held, will be provided within 30 days. Please pay these deposits using separate checks or money orders; do NOT add it to your rent payment.
Last month's rent will be paid in _____ monthly installments, beginning _____.
 - c. If any check offered by Resident to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Resident will pay Owner a returned check charge of \$30.00. In such event, Owner reserves the right to require a cashier's check, money order or other form of guaranteed payment for all subsequent payments.
 - d. Any payment made to the Owner by anyone other than an Occupant named herein DOES NOT establish a tenancy for that person and is accepted on behalf of the named Resident(s) identified in this Agreement.

- e. Residents agree that they are renting the premises together and yet each will be responsible for the full amount of rent or any other sums due under this agreement, regardless of whether any other Resident within the household has contributed their fair share.

8. UTILITIES AND SERVICES:

- a. Owner will maintain the building in a sound, safe, and sanitary condition in compliance with all applicable local, state, and federal codes, laws, rules and regulations.
- b. Owner will maintain the heating, plumbing and electrical systems in a safe and effective operating condition.
- c. The following appliances will be provided and maintained by the owner: stove, refrigerator. If no stove is included, Resident(s) agree to provide their own. If an appliance other than those listed above, or a garbage disposal, is present but stops working during the tenancy, the Owner may repair, replace or remove it at their discretion with no change to the rent or other terms of this Agreement. If the item stops functioning due to the Resident's misuse or negligence, the Resident(s) will be billed for the repair, replacement and/or removal costs.
- d. Responsibility for any and all bills incurred for utilities is assigned below.

	Water/ Sewer	Heat	Hot Water	Electricity	Gas	Trash and Recycling	Landscaping / Snow Removal	Cable/ Internet
Resident		X	X	X				X
Owner	X				N/A	X	X	

- e. Resident is responsible for disposing of any items or materials which are not included in the regular trash collection, including, but not limited to electronic devices, air conditioners, furniture, paint and paint thinners, and for additional trash fees due to overfilling or leaving items next to the dumpsters or trash containers.
- f. Electric service is provided by National Grid. Go to www.nationalgrid.com, navigate to the Massachusetts page, and click "Start Service," or call 1-800-322-3223. It is the Resident's responsibility to transfer the electric account into their name at the start of their tenancy. Any charges to the Owner after the start of the tenancy will be billed to the Resident(s) at cost plus 20% or \$25 per day, whichever is higher; payment due immediately upon receipt of a bill from the Owner. Payment of these charges does not waive the Resident's requirement to transfer the account into their name(s).

9. **MODIFICATIONS:** No changes or additions to this Rental Agreement shall be made except by written agreement between the Owner and the Resident.

10. **SUBLEASING:** The Resident shall not rent or sublet the Premises, including short-term rentals such as Airbnb.

11. **GUESTS:** Visitors or guests staying more than 14 days in a calendar year are considered unauthorized occupants; a fee of \$25 per day per person may apply. Any person not named in this Agreement (with the exception of after born or adopted children) must submit a rental application, complete our screening process, and be approved and added to the Rental Agreement BEFORE occupying the unit longer than the 14-day guest provision allows.

12. RESIDENT WILL:

- a. Maintain utilities as required under this Rental Agreement. Failing to maintain electric or heat during the heating season constitutes a dangerous condition and is a material violation of this Agreement. Resident agrees to reimburse Owner for any amount incurred for utilities or repairs paid by the Owner as a result of Resident's failure to maintain utilities for which they are responsible. Resident agrees not to waste electricity, heat or water, or allow others to do so. During the heating season, Resident shall maintain the heat at a minimum of 55 degrees F, even if the Resident will be absent from the premises for any period of time.

- b. Keep unit clean and sanitary, including halls, porches, and/or stairways used to access the unit and storage areas.

MOLD AND MILDEW: Residents 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 not allowing wet or moist towels or other personal items to remain in the unit or on the floor. Residents 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. Residents must not block or otherwise interfere with the operation of the heating or ventilation systems supplied by Owner, and must inform Owner immediately if such equipment malfunctions. Resident should contact Owner immediately if the Resident(s) see or suspect mold or mildew growth.

- c. Keep halls, porches, railings, stairways, and doorways, and exterior sidewalks and the parking lot free from obstruction. Halls, entryways, stairwells, stairways, attics, cellars or other common areas are NOT storage areas unless so designated in writing. Personal property placed in these areas may be disposed of at Owner's option at Resident's expense.

STORAGE: A storage area is NOT included as part of the rented premises and is a convenience offered when available. Property of the Resident(s) may be stored in the following location: **designated basement area**, if available, entirely and exclusively at Resident's risk. Storage is not allowed in any other location, including common areas and outside sheds or garages. No occupancy of these areas is permitted. Property left in a storage area after the Resident's occupancy terminates may be treated as abandoned property and removed and disposed of at Resident's expense. Owner is not liable for damage or theft of Resident's property in storage areas, including but not limited to, damage from water, moisture, dust, heat or sun.

- d. Keep toilet, sinks, shower/bathtub, and appliances clean and sanitary and exercise reasonable care in the proper use and operation of appliances and fixtures. Resident will be liable for any misuse of any plumbing fixture or equipment, including disposal of rubbish or garbage that damages any fixture or clogs any pipe.

DRAIN STOPPAGES: Owner warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, baby wipes, sanitary napkins, tampons, wads of toilet paper, newspapers or paper towels, balls of hair, grease, oil, table scraps, rags, sand, dirt, rocks or cat litter (whether or not it is listed as "flushable"). Resident agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest to in writing, were caused by defective plumbing, tree roots, or a result of weather. Resident agrees to keep on hand and properly use a plunger when necessary to unclog drains and prevent water overflow from toilet, sinks and bathtub.

DRAIN CLEANING PRODUCTS: Resident agrees not to use caustic drain cleaning chemicals in any of the drains or plumbing fixtures. Such products may cause damage to the plumbing system and may be hazardous to the environment. Resident may be able to keep drains clean and clear with regular maintenance by pouring down the drain a quarter cup of baking soda followed by a half cup of vinegar. Drain blockages should be reported to the Owner.

- e. Place trash in sealed plastic bags, use dumpsters provided for trash and recycling, not overfill the dumpsters or place trash outside the dumpsters, and not dispose of prohibited items or materials in the dumpsters.
- f. Ensure that occupants and visitors refrain from smoking anywhere on the property, including, but not limited to back yards and all common areas including the parking lots, whether inside a vehicle or not. Smoking anywhere on the premises is a violation of this rental agreement. Smoking near or inside any building may result in immediate termination of this Agreement.
- g. Promptly notify Owner of any safety or sanitary issues in writing so that all required repairs can be made to ensure that the premises are fit for human habitation pursuant to the Mass. State Sanitary Code.

- h. Ensure that there is no unreasonable noise or disturbances, loud parties, any illegal drugs or other illegal activity on the premises, or any other activity that interferes with the quiet enjoyment of the premises by other resident or neighbors, interferes with the management of the property, or threaten the Owner or manager.
- i. Pay for damage beyond normal wear and tear to apartment, building, or grounds caused by Resident or Resident's visitors within 15 days of being submitted a bill for same. The Resident is responsible for all activities of guests or family members upon or about the premises.
- j. Reimburse the Owner for any fine or fee paid by the Owner as a result of any Resident action or inaction to comply with any law or ordinance.
- k. Treat neighbors and their visitors respectfully and resolve conflicts courteously.
- l. Take care not to get locked out. If locked out, Resident will first call the Owner. If Owner is able to help, Resident may be charged \$50 to cover the cost of sending someone to the apartment to unlock it. If Owner cannot help promptly, Resident will pay for a licensed and bonded locksmith, and the cost of repairing any damage.
- m. Follow all federal and state laws and local ordinances while on the premises.
- n. When vacating, remove all personal property, return the unit and any designated storage areas in a clean and sanitary condition, and turn in all keys to the Owner. Any personal property left behind after return of keys and/or possession to the Owner in violation of this clause will be disposed of at the discretion of the Owner.

13. RESIDENT WILL NOT:

- a. Throw ANYTHING from windows, porches, balconies, or stairs.
 - b. Trespass or enter upon roof(s) of the premises, except as means of egress in the event of fire or other similar emergency.
 - a. Leave dirt, waste, or other trash on the premises, in the building, or on adjacent land except in designated receptacles and in accordance with Owner rules.
 - b. Display signs, banners, or other items in public, including interior common areas, without prior written consent from Owner.
 - c. Change, alter or add door locks or install alarms without permission from the Owner. For any locks so permitted, the Resident shall promptly give a duplicate key to the Owner. For any alarms, the Resident must provide usage instructions and alarm codes or any other information required to allow Owner to enter as required by law.
 - d. Make alterations to the apartment or common areas, including painting, wallpapering, stickering, decaling, remodeling, drilling holes, or any other changes to any part of the premises, without written approval from the Owner in advance. Note that holes in walls caused by nails or picture hangers are not normal wear and tear and Resident(s) may be charged for patching and repainting.
 - e. Install extension cords, tubing, wires, plumbing, ventilation, humidity control tents or other things for any purpose, including growing marijuana, orchids, or any other plants or fungi, or to power equipment outside the apartment.
 - f. Install a washing machine, clothes dryer, television antenna/satellite dish, trampoline, pool, fire pit, swingset/playscape or like equipment inside or outside of the building without advance written permission from the Owner. Owner shall have the complete and absolute discretion to allow or deny such requested equipment.
- Alter the plumbing in any way, including installing a bidet or removing or replacing a showerhead, without prior written permission of the Owner. Any such installation and removal must be scheduled with the property manager. Resident will be responsible for any repair or maintenance costs, including costs to restore the plumbing to original condition at the end of their tenancy.

Use or install a space heater, air conditioner, or any other electrical device in an unsafe or improper manner. Air conditioners must be properly secured in windows or openings. Space heaters, air conditioners, and other electrical devices must be used with the appropriate electrical cords and outlets. Cords may not be run under carpets or rugs, across doorways, or in other locations where they create a fire or trip hazard.

Appliances, equipment or devices installed without prior written permission, installed incorrectly, or used in an unsafe manner may be removed or disposed of by the Owner at any time, without prior notice; Resident will be responsible for any removal, repair or disposal costs.

- g. Allow pets of any kind in the premises without the prior written consent of the Owner.
- h. Use any water filled furniture in the premises without Owner's prior written permission, which permission the Owner shall have the complete and absolute discretion to allow or deny.
- i. Use grills, tiki lamps, or any open flame within 20 ft. of the building.
- j. Burn candles or incense in the building. The use of candles, incense or other inflammatory or incendiary devices inside or within 20 feet of any building is strictly prohibited. Any such use shall be grounds for immediate termination of the tenancy.
- k. Regardless of any permits or licenses the Resident(s) may possess, bring or store firearms or ammunition on the property.
- l. Use the premises as a business.
- m. House or harbor fugitives or other illegal individuals. Presence of such individuals is a violation of this Agreement.
- n. Remove any part of the rented premises, including Owner-provided appliances and fixtures, without written approval from the Owner in advance.
- o. Permit any guest to do any of these things without written approval from the Owner in advance.

14. **FUTURE OWNER RULES:** In the future the Owner may be required to create new rules and regulations reasonably related to this Rental Agreement. They may include rules affecting the safety of the Resident and others in the building containing the Premises, rules for the orderliness and cleanliness of these facilities, and rules for the comfort and convenience of other residents. Provided that such rules do not materially alter any obligation under this Rental Agreement, Owner shall either notify Resident of the creation of the new rules or regulations in writing or shall have them posted in a public location where it would be reasonable for Resident to be made aware of the new rules and regulations. Resident shall have the opportunity to review the rule and shall promptly notify Owner of his/her agreement with the new rule, or if he/she does not agree to the new rule.

15. **ENTRY AND INSPECTION:** The Owner will keep keys and/or access codes for the premises. The Owner and his or her agents or designees shall be permitted to enter the Premises at reasonable times and upon reasonable notice to Resident for the purpose of inspecting the Premises; for the purpose of maintaining or repairing the Premises; to ensure compliance with any statute, code, or regulation; or for the purpose of showing the Premises to any real estate agent, appraiser, mortgagee, prospective buyer or prospective Resident or inspector/contractor for prospective buyer/Resident. Whenever permitted by law, the Owner shall also be entitled to enter the Premises in the event of an emergency or if the Premises appear to have been abandoned by the Resident or pursuant to a court order. If the Owner enters after abandonment, said entry will not relieve the Resident of their obligations under this Rental Agreement, and will be for the purpose of mitigating Resident's damages. Owner will promptly notify Resident of any entry made without Resident's prior knowledge. The Resident shall not unreasonably deny access. Failure of Resident to allow access for any of the above stated reasons shall constitute ground to terminate this Rental Agreement upon seven (7) days' notice.

16. **SMOKE DETECTORS AND CARBON MONOXIDE ALARMS:** Resident acknowledges that the smoke detectors and carbon monoxide alarm, if applicable, are in working order at the time of the execution of this Rental Agreement. Resident agrees not to tamper with smoke detectors and carbon monoxide alarm and to replace the batteries in such devices or allow the Owner to replace the batteries when notified of the need for such scheduled maintenance. Resident will notify the Owner promptly if any smoke detector is not operating properly, and Owner will repair or replace it.

*****DO NOT REMOVE BATTERIES FROM DETECTORS OR DETECTORS FROM WALL/CEILING***
YOUR LIFE AND THE LIVES OF OTHERS DEPEND ON THIS.**

Tampering with or rendering smoke detectors or carbon monoxide alarms unworkable shall be grounds for immediate termination of the tenancy.

17. SMOKING:

- a. Smoking is not allowed in any building or anywhere on the grounds including, but not limited to, back yards and all common areas including the parking lot, whether inside a car or not. **Smoking anywhere on the premises is a violation of this rental agreement. Smoking near or inside any building may result in immediate termination of your lease or rental agreement.**
- b. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- c. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
- d. Medical marijuana is NOT exempt from this provision (refer to Massachusetts Dept of Health regulation 105 CMR 725.650); medical marijuana can be consumed in ways other than smoking.

18. BREACH OF AGREEMENT:

- a) If the Resident breaches this Rental Agreement by failure to pay rent when due, the Owner may terminate this Agreement or terminate the Resident's right to occupy under this Agreement by giving the Resident a written 14-day Notice to Quit for nonpayment of rent, pursuant to applicable law.
- b) More than two late payments will be grounds for termination of the tenancy or termination of the Resident's right to occupy under this Agreement for repeated late payment of rent.
- c) If the Resident breaches any term or provision of this Agreement or provided false or misleading information on any rental application or is declared bankrupt or the Premises reasonably appear to have been abandoned, the Owner may terminate the Rental Agreement or terminate the Resident's right to occupy under this Rental Agreement by giving the Resident a written 7-day Notice to Quit, upon the expiration of which the Rental Agreement or the Resident's right to occupy under this Rental Agreement shall terminate.

- d) In case of any termination of this Rental Agreement or termination of the Resident's right to occupy under this Rental Agreement, by reason of default of Resident or non-payment by Resident, Resident will indemnify Owner from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, Resident. Owner's damages shall include, but shall not be limited to, any loss of rents, accrued but unpaid prior to termination; all costs and expenses reasonably incurred by the Owner to restore the Premises to the same condition as they were at the beginning of the Rental Agreement, including cleaning and painting (reasonable wear and tear excepted); any costs reasonably incurred to advertise and relocate a new Resident, including broker's fees; moving, storage charges, or any other expenses, fees, or costs allowed by law, incurred by Owner in moving Resident's belongings pursuant to any legal proceedings and as allowed by the court; and reasonable attorney's fees if Owner is determined to be successful in any legal proceeding and as allowed by the court. Owner shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive. Delay or failure of Owner to commence legal proceedings shall not constitute a waiver of any right or remedy.
- e) Delivery of keys to the Owner or acceptance thereof shall not constitute agreement of the Owner to terminate.
19. **GOVERNMENT REGULATION:** If Owner cannot fulfill Owner's obligations due to a government action, order, or regulation outside of the Owner's control, that will not constitute an excuse for Resident to breach any provision of this Rental Agreement.
20. **UNIT RENDERED UNINHABITABLE:** If the premises are rendered substantially uninhabitable by fire or some other calamity or the building is taken by a unit of government by eminent domain or other process, this Rental Agreement will be terminated.
21. **DELIVERY OF NOTICES:**
- a) Routine notices from the Owner to the Resident shall be delivered via email, text message, left on the Resident's door, or by mail.
- b) Routine notices from the Resident to the Owner can be delivered via email, text message, or by mail
- c) Legal notices and service of process from the Owner to the Resident shall be given in writing and delivered in hand to the Resident or an adult residing on the premises, by registered mail, return receipt requested to the property address, or any other manner authorized by law, including email if agreed or allowed. Legal notices and service of process from the Resident to the Owner shall be given in writing and delivered in hand to the Owner or the Owner's agent by registered mail, return receipt requested to Aster Associates LLC, PO Box 1130, Easthampton, MA 01027 or any other manner authorized by law.
22. **NON-WAIVER AND SEVERABILITY:** Delay or failure of Owner to act upon a breach of any of the agreements in this Rental Agreement shall in no way constitute a waiver of any right or remedy to act upon any other or future breach. If any provision of this Rental Agreement shall be determined by any court having jurisdiction to be invalid, illegal or unenforceable, the remainder of this Rental Agreement shall not be affected and remain enforceable. The applicable law governing this Rental Agreement shall be according to the Commonwealth of Massachusetts.
23. **INDEMNIFICATION AND INSURANCE:** The Resident agrees to indemnify, defend and hold the Owner harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by Resident, Resident's family, guests or invitees or other acquaintances, or any carelessness, neglect, or improper conduct of such persons. Subject to applicable law, unless caused by negligence of the Owner, its agents or employees, Owner shall not be liable for damage to or loss of property of any kind while on the premises or in any storage space in the building, nor for any personal injury. **Resident agrees to obtain and maintain personal property and liability insurance with a minimum of \$100,000 Personal Liability Coverage and \$5,000 Medical Payments to Others; provide a certificate of insurance from their insurance company at the Rental Agreement signing; and provide an updated certificate annually or at any time upon request.** *The owner's insurance policy does not cover Residents' contents in most circumstances.*

24. **ADDENDA:** This Rental Agreement includes the following addenda:

- a) The Rental Application completed by the Resident prior to the commencement of this tenancy, which shall be considered a material part of this Rental Agreement. False or misleading information on the Resident's rental application will constitute sufficient ground for termination of tenancy.
- b) Statement of condition, to be completed and returned to the Owner within 15 days of occupancy.
- c) Receipts for Last Month's Rent and Security Deposit, if applicable.
- d) Lead Law Notification.
- e) Pet policy, if applicable.

25. **DELAY IN OCCUPANCY:** In the event that the Owner cannot allow the Resident to move in on the date agreed upon, through no fault of the Owner, the Resident will owe no rent for the days that the Resident is not allowed to live there and the Resident will have no claim against the Owner. If the Owner cannot allow the Resident to move in within thirty days of the date stated above, either party may terminate this agreement and any money paid to the Owner shall be returned to the Resident and the Resident will have no claim against the Owner. Resident authorizes and empowers the Owner to use all legal remedies for recovery of the Premises, and to use Resident's name and speak for Resident while doing so.

I/We agree to abide by the terms in this Rental Agreement, which sets forth the entire Agreement between the parties. No oral agreements shall have any force and effect.

_____ Owner or Agent's Signature	_____ Print Name	_____ Date
_____ Resident's Signature	_____ Print Name	_____ Date
_____ Resident's Signature	_____ Print Name	_____ Date
_____ Resident's Signature	_____ Print Name	_____ Date
_____ Resident's Signature	_____ Print Name	_____ Date