

STANDARD FORM OF APARTMENT LEASE

PREAMBLE: This lease contains the agreements between Tenant and Landlord concerning your rights and obligations and the rights and obligations of Landlord. Tenant and Landlord have other rights and obligations which are set forth in government law and regulations.

Tenant should read this Lease and all of its attached parts carefully. If Tenant has any questions, or if Tenant does not understand any words or statements, the Tenant should get clarification. Once Tenant and Landlord sign this Lease Tenant and Landlord will be presumed to have read it and understood it. Tenant and Landlord admit that all agreements between Tenant and Landlord have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on _____

By and between

Landlord: RELATED MANAGEMENT COMPANY L.P., as Agent for
Clarendon Street Associates, LLC
whose address is 135 Clarendon Street, Boston, MA 02116
and

Tenant: _____
whose address is _____

1. APARTMENT AND USE

Landlord agrees to lease to Tenant Apartment _____ in the Building at

The Apartment is located in a high-rise first-class residential building.

The Apartment must be used only as a residential Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment so long as the party to the Lease is in occupancy. The use of the Apartment as a residential Apartment to be used only by Tenant, Tenant's Spouse and Tenant's children is a special inducement to the Landlord's signing of this Lease. Tenant takes possession of the apartment in "as is" condition.

It is expressly understood that the apartment shall be occupied only by:

2. LENGTH OF LEASE

The term (that means the length) of this Lease is _____ years, _____ months, _____ days beginning on _____ and ending on _____.

If Tenant does not do everything Tenant agrees to do in this Lease, Landlord has the right to terminate the lease before the above date.

3. RENT

Tenant's monthly rent for the Apartment is \$ _____ Tenant must pay Landlord the rent, in advance, on the first day of each month either at Landlord's office or at another place that Landlord may inform Tenant of by written notice. Tenant must pay the first month's rent to Landlord when Tenant signs the Lease. Tenant shall pay the rent as it become due, without any deductions, unless permitted by law. If rent is not received within 30 days of the due date, Tenant shall pay an additional \$50.00 to the Landlord as a late charge.

If Tenant makes any payments by check and such check is returned unpaid to Landlord for any reason, Landlord shall charge Tenant twice the amount imposed upon Landlord by its bank or \$25.00, whichever is more, as permitted by law, which charge shall constitute additional rent under this Lease and shall be due and payable on demand by Landlord or with the next installment of rent, whichever happens first. After the second (2) such occurrence, only cashier's check or certified funds will be accepted until otherwise instructed by the Landlord. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted and collected by Landlord.

Tenant acknowledges that the Landlord may not fully scrutinize and examine each check to see that the check submitted is the check of Tenant's. Accordingly, in the event a third party check is given for rental due and is accepted by Landlord, such acceptance shall not constitute a waiver of Landlord's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a tenant or right to occupy the Premises, or create an Landlord-tenant relationship. Landlord may report unpaid rent and damages to a credit bureau for Tenant's credit file.

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Writings, notations or statements written on the front or back of any check, money order or other monetary instrument given to Landlord shall not be deemed a part of this lease and shall not be binding on Landlord. Landlord's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Landlord may accept same as if the said writing, statement or notation did not exist.

4. SECURITY DEPOSIT

At the time of picking up the keys, Tenant shall deposit with Landlord, in trust, a security deposit of \$ _____ (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord will deposit this security in an interest bearing account at (must be in a Massachusetts bank). Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

Return of Deposit.

In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord. If Landlord sells or leases the Building, Landlord will turn over Tenant's security, with interest, either to Tenant or to the person buying or leasing (lessee) the Building within five (5) days after the sale or lease. Landlord will then notify Tenant, by mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Landlord will have no further responsibility to Tenant for the security deposit. The new Landlord or lessee will become responsible to Tenant for the security deposit.

5. FAILURE TO GIVE POSSESSION

Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change. Landlord is not responsible for Tenant's damages or expenses due to the failure to give possession and this lease will remain in effect.

6. CAPTIONS

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. CARE OF APARTMENT; END OF LEASE; MOVING OUT

A. Tenant will take good care of the Apartment and will not permit or do any damage to it, excepting through ordinary wear and tear. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear, and in accordance with the Initial Condition of Premises, attached hereto.

B. When this Lease ends, Tenant must remove all of Tenant's property. Tenant must also remove at Tenant's expense, any and all wall and floor coverings, furnishings, decorations, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant or any prior tenant may have installed in the Apartment, even if it was done with Landlord's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after the Lease ends, Landlord may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, the Apartment will be considered abandoned and Landlord may either discard the property or store it at Tenant's expense. Tenant agrees to pay Landlord for all costs and expenses incurred in removing such property. The provisions of this Article will continue to be in effect after the end of the Lease.

C. Tenant cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, repainting or other decorating, without getting Landlord's written consent before Tenant does anything. Without Landlord's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Landlord's reasonable opinion, will overload the existing plumbing or electrical wiring installation in the Building or interfere with the use of such plumbing or electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.

D. Tenant may not paint or chemically treat or decorate with any wall covering the kitchen cabinets, bathroom tile, or exposed brick walls. Tenant may not scrape, stain or refinish any floors. Tenant must get prior written permission from the Landlord for any painting or decorating.

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E. Floors. Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking stripe for wall-to-wall carpeting will be glued, not nailed to the floor.

F. Complaints regarding the service of the Building shall be made in writing to the managing agent of the Landlord.

8. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

A. Government Laws and Orders. Tenant will obey and comply (1) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety device required by law are used.

B. Landlord's Rules Affecting Tenant. Tenant will obey all Landlord's rules listed in this Lease and all future reasonable rules of Landlord or Landlord's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the Building. Landlord shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. Tenant's Responsibility. Tenant is responsible for the behavior of Tenant, of Tenant's immediate family, Tenant's staff and people who are visiting Tenant. Tenant will reimburse Landlord as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Landlord because Tenant, members of Tenant's family, servants or people visiting Tenant have not obeyed government laws and orders or the agreements or rules in this Lease.

D. Tenant's Responsibility for Separation of Recyclables and Trash. Tenant agrees at Tenant's sole cost and expense to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the Rules and Regulations adopted by Landlord for the sorting and separation of such designated recyclable materials. Landlord reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Where permitted by law Landlord reserves the right to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord. Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Paragraph, and, at Tenant's sole cost and expense, Tenant shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such Tenant non-compliance, utilizing counsel reasonably satisfactory to Landlord, if Landlord so elects. Tenant's failure to comply with this Paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute, and Landlord's rules and regulations. Tenant shall be liable to Landlord for any costs, expenses, or disbursements, including attorney's fees, incurred by Landlord in the commencement and/or prosecution of any action or proceedings by Landlord against Tenant, predicated upon Tenant's breach of this Paragraph.

E. Non-Interference. Tenant will do nothing to interfere with or make more difficult Landlord's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of anyone under Tenant's direction or control shall not be a breach by Landlord.

F. Management must be notified immediately when any item(s) in Tenant's apartment needs repair.

9. OBJECTIONABLE CONDUCT

As a tenant in the Building, Tenant will not engage in objectionable conduct. Objectionable conduct means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by Tenant gives Landlord the right to end this Lease.

10. SERVICES AND FACILITIES

A. Required Services. Landlord will provide cold and hot water, gas, if any, and heat as required by law, repairs to the Apartment, as required by law and elevator service if the Building has elevator equipment. Tenants are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent: heat, hot water & gas.

C. Utilities. Electricity, including but not limited to the electric charges for the operation of the heating and air conditioning systems and the cost of operating the fan and compressor and electricity for any appliances using electricity, is not included in the rent; therefore, Tenant must arrange for and pay directly for this service. Tenant must also pay directly for telephone service and cable television. Tenant acknowledges that the Landlord has made no promise or representation of any kind or nature with respect to the operation of the heating and air conditioning systems, including without limitation the manner of the functioning of the systems.

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D. HVAC units have been installed in each apartment. These units will be individually operated and be connected to the Tenant's electric meter. The Tenant will be responsible for the electric charges but the Landlord will be responsible for the maintenance of the equipment unless damaged by the fault or negligence of the Tenant, guests, servants or invitees. The Tenant will not be permitted to install any other air conditioning equipment in the premises nor shall Landlord be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal of or breakdown of the equipment.

E. Appliances. Appliances supplied by Landlord in the Apartment are for Tenant's use. They will be maintained and repaired or replaced by Landlord, but if repairs or replacements are made necessary because of Tenant's negligence or misuse, Tenant will pay Landlord for the cost of such repair or replacement as additional rent.

F. Smoke Detector and Carbon Monoxide Detector. Landlord has or hereafter shall install one or more smoke and carbon monoxide detectors in Tenant's Apartment. Landlord shall be responsible for any servicing or maintenance of the smoke detector, including, but not limited to, the replacement of batteries, if applicable, except as provided by applicable law or statute. If a detector has been installed in the Apartment, Tenant acknowledges that Tenant has inspected it and that it is in good working order. Tenant shall be liable to Landlord for any damage resulting from Tenant's failure to keep it in good working order. Landlord shall not be liable for any damage caused by the failure of such detector to operate properly.

G. Security Systems. (1) Tenant acknowledge that the Landlord makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Landlord does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. Tenant agree that the Landlord shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which Tenant or any members of Tenant's family, employees or guest may suffer or incur by reason of any claim that the Landlord, his agents or employees or any mechanical or electronic system in the building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.

H. Terraces and Balconies. (1) The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules. (2) Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. NO cooking with gas or charcoal grills is allowed on the terrace or balcony. Tenant may not keep or install a fence or make any changes or additions to the terrace or balcony. Installation of furniture and plants requires prior approval of Landlord. If Tenant does, Landlord has the right but shall not be obligated to remove these items and store them at Tenant's expense.

I. Recreational Facilities. The use of any health club, sun deck or other recreational facilities located in the Building of which Tenant's Apartment form a part is restricted to those persons (including members of the general public) maintaining a paid-up membership acceptable to Landlord or the health club operator. At Landlord's option, membership shall be available on a first-come, first-served basis. Landlord or the health club operator shall be the sole judge as to the make-up of the health club membership. Privileges may be withdrawn at Landlord's discretion.

J. For sanitary reasons tenants shall not provide food for wild birds (i.e., bread crumbs, bird seed, etc.) by the installation of bird feeders from the terrace and/or windows or window sills.

K. No Pets. Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Landlord. This consent, if given can be taken back by Landlord at any time for good cause on reasonable given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. LANDLORD MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION. LANDLORD RESERVES THE RIGHT TO REVOKE HIS/HER CONSENT TO A RESIDENT(S)' PET AT ANY TIME.

L. No public hall of the Building shall be decorated or furnished by any tenant in any manner. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from doors, windows, terraces or balconies nor shall anything be placed upon the window sills or facade of the Building.

M. If a roof garden or sundeck is provided for the use of tenants:

- (i) No pets shall be permitted on the roof or sundeck;

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- (ii) Tenants must remove all personal effects and debris after using the roof or sundeck;
- (iii) Landlord may close the roof garden or sundeck if undue noise or disturbance exists;
- (iv) Children under the age of 13 years of age must be accompanied by an adult (someone who is at least 18 years of age) on the sundeck and/or roof; and
- (v) The use of the roof or sundeck shall be during posted dates and hours only and shall be subject to the rules and regulations of the Building.

N. In the event that the Landlord commences summary proceedings for non-payment of rent, or any other legal action as a result of a default of this Lease and the provisions of this Lease, Landlord may immediately discontinue Tenant's access to non-essential services. Non-essential services include use of the community room and the health club facilities.

11. INABILITY TO PROVIDE SERVICES

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Landlord's reasonable control, Landlord may not be able to provide or may be delayed in providing any services or in making any repairs to the Building in any of these events. Landlord is not required to provide any service besides those specifically written in this Lease. Landlord may provide or discontinue services and Tenant will not be entitled to a reduction in rent.

12. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Tenant authorizes Landlord to enter the Apartment, after giving reasonable notice, for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Landlord decides are desirable or necessary. Tenant's rent will not be reduced because of any of this work, unless required by Law.

B. To show the Apartment to persons who may wish to become Landlords or lessees of the entire Building, or to purchase the Apartment, or who may be interested in lending money to Landlord.

C. For four (4) months before the end of the Lease, to show the Apartment to persons who wish to rent it.

D. Regularly scheduled preventative maintenance for pest control will be performed in each unit and in the common areas. If Tenant are not present in the apartment at the regularly scheduled visit, Landlord's agents, exterminating technicians, contractors and workmen, may enter Tenant's apartment to perform pest control services at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any such vermin, insects or other pests. If Landlord takes measures beyond the regularly scheduled preventative maintenance to control or exterminate vermin, the cost may be payable by Tenant, as additional rent.

E. If during the last month of the Lease Tenant have moved out and removed all or almost all of Tenant's property from the Apartment, Landlord may enter to make changes, repairs, or redecorations. Tenant's rent will not be reduced for that month and this Lease will not be ended by Landlord's entry.

F. If at any time Tenant are not personally present to permit Landlord or Landlord's representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Landlord or Landlord's representatives may nevertheless enter the Apartment. Landlord may enter by force in an emergency. Landlord will not be responsible to Tenant, unless during this entry, Landlord or Landlord's representative is negligent or misuses Tenant's property.

G. If Landlord enters the Apartment, Landlord will try not to disturb Tenant. Landlord may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Landlord is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Landlord's use of the Apartment does not give Tenant a claim of eviction. Landlord may enter the Apartment to get to any part of the apartment Building.

H. Tenant shall supply Landlord with all keys necessary to gain access to the Apartment. Tenant may not change the lock and/or add any lock to the entrance door of the Apartment without the prior written consent of Landlord. Tenant will immediately give Landlord a duplicate key or keys if changes or additions are made to any lock. At the termination of this Lease Tenant must return to Landlord all keys either furnished or otherwise obtained for the entrance door lock. If Tenant loses or fails to return any keys which were furnished to Tenant by Landlord, Tenant shall pay Landlord the cost of replacing such keys and such costs may be deducted by Landlord from the security deposit held by Landlord.

13. SUBLETTING

A. Tenant may not assign this Lease or enter into a sublease with another party unless first obtaining the written consent of the Landlord. The Landlord is not required to grant its consent, and such consent is within the Landlord's sole discretion.

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B. In the event of an unauthorized assignment or sublease, the Landlord shall be entitled to collect the rent from the occupant in the same manner as the Tenant. Such acceptance shall not be deemed a consent to the assignment or sublease.

C. Tenant shall remain liable under this Lease after a sublease or assignment, unless released in writing by the Landlord.

14. DEFAULT

(1) Tenant defaults under this Lease if Tenant acts in any of the following ways:

- (a) Tenant fails to carry out any agreement or provisions of this Lease;
- (b) Tenant or another occupant of the Apartment behaves in any objectionable manner;
- (c) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease;
- (d) Tenant and other legal occupants of the Apartment move out before this Lease ends.

(2) If Tenant defaults in any one of these ways, other than a default in the agreement to pay rent, Landlord may serve Tenant with a written notice to cure the specified default within 10 days. If Tenant fails to cure the default in the time stated, Landlord may terminate the lease by giving Tenant a termination notice. The termination notice will state the date on which the lease will end. The termination date will be no less than *Seven* days after the date of the notice, and the lease shall end on such date, and Tenant shall vacate the Apartment on or before such date.

(3) If Tenant does not pay Tenant's rent or additional rents when this Lease requires after a demand for rent has been made, or within three (3) days after a written demand for rent has been made, or if the Lease ends, Landlord may use eviction or other legal action to retake possession of the Apartment.

(4) If Tenant's application for the Apartment contains any misrepresentation or false statement, or if Tenant engages in objectionable conduct this will be a non-curable default, and Landlord may terminate this Lease on three (3) days notice. At the end of the three-day period, this Lease will end. Tenant must then move out of the Apartment.

(5) If (1) Tenant assign property for the benefit of creditors or (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

(6) It is expressly agreed and understood that if Tenant, any member of Tenant's family, Tenant's employees, guests or invitees who conduct any illegal trade, or manufacture, or other illegal business on the premises, in the leased unit, common area or ground surrounding the building shall be subject to immediate eviction from the premises. The Landlord need only provide clear and convincing proof of the activity in order to enforce this section of the Lease.

(7) Even though this Lease ends, Tenant will remain liable to Landlord for unpaid rent up to the end of the Lease, the value of Tenant's occupancy, if any, after the Lease ends, and damages caused to Landlord after that time as stated in the section of this Lease entitled "REMEDIES OF LANDLORD AND TENANT'S LIABILITY".

Once this Lease has ended, whether because of default or otherwise, Tenant loses any right Tenant might otherwise have to reinstate or renew the Lease.

15. REMEDIES OF LANDLORD AND TENANT'S LIABILITY

If this Lease is ended by Landlord because of Tenant's default, the following are the rights and obligations of Tenant and Landlord.

(a) Tenant must pay rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually vacate;

(b) Once Tenant vacate, Landlord may re-rent the Apartment for a period of time which may end before or after the ending date of this Lease, Landlord may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease;

(i) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.

(ii) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

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(iii) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(c) Whether the Apartment is re-rented or not, Tenant must pay to Landlord as damages:

- (1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
- (2) Landlord's expenses for attorney's fees, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental;

(d) Tenant shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action. If the rent collected by Landlord from a subsequent tenant of the Apartment is more than the unpaid rent and damages which Tenant owe Landlord, Tenant cannot receive the difference. Landlord's failure to re-rent to another tenant will not release or change Tenant's liability for damages, unless the failure is due to Landlord's deliberate inaction.

(e) If (1) the Lease is canceled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

(f) If Landlord takes possession of the Apartment by court order, or under the lease Tenant has no right to return to the Apartment.

(g) If Tenant moves out of the apartment (abandonment) before the end of this lease without the prior written consent of Landlord:

- (1) This lease will not be ended;
- (2) Tenant will remain responsible for each monthly payment of rent as it becomes due until the end of this lease; Tenant's responsibility for rent will end only if Landlord chooses to end this Lease for default as provided in Article 14.

16. ADDITIONAL LANDLORD REMEDIES

If Tenant does not do everything Tenant has agreed to do, or if Tenant do anything which shows that Tenant intend not to do what Tenant has agreed to do, Landlord has the right to ask a Court to make Tenant carry out Tenant's agreement or to give the Landlord such other relief as the Court can provide. This is in addition to any other remedies in this Lease.

17. FEES AND EXPENSES

Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord:

- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by Tenant or persons who live with Tenant, visit Tenant, or work for Tenant;
- (2) Repairing or replacing any appliances damaged by Tenant's misuse or negligence;
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which Tenant or persons who live with Tenant, visit Tenant, or work for Tenant have caused;
- (4) Preparing the Apartment for the next tenant if Tenant move out of Tenant's Apartment before the Lease ending date;
- (5) In the event the Landlord shall institute summary proceedings for non-payment of rent against Tenant, Tenant shall pay to the Landlord the sum equal to its reasonable legal fees plus costs and disbursements for the institution of the action.
- (6) Any legal fees and disbursements for legal actions or proceedings brought by Landlord against Tenant because of a Lease default by Tenant or for defending lawsuits brought against Landlord because of Tenant's actions;
- (7) Removing all of Tenant's property after this Lease is ended;
- (8) All other fees and expenses incurred by Landlord because of Tenant's failure to obey any other provisions and agreements of this Lease;

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(9) Lockout Fees:

The following fees will be charged to unlock the apartment entrance doors:

07:00 a.m. - 03:30 p.m. (Sunday thru Saturday)	\$25.00
03:30 p.m. - 11:30 p.m. (Sunday thru Saturday)	\$25.00
11:30 p.m. - 07:00 a.m. (Sunday thru Saturday)	\$50.00

The above rates may be adjusted from time to time at the sole discretion of the Landlord. This service will be provided only if the Tenant is current in payment of previous lockout fees.

- (10) A card key will be issued upon move in for each unit, if applicable. If a card key is lost or needs replacement, a fee of \$25.00 will be charged.

These fees and expenses shall be paid by Tenant to Landlord as additional rent within 30 days after Tenant receives Landlord's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Landlord for the same amount as damages.

18. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Landlord or Landlord's agents and employees are not responsible to Tenant for any of the following: (1) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, or a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to Tenant's property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to Tenant by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Landlord will not be liable for any interference with light, ventilation, or view caused by construction by or in behalf of Landlord. Landlord will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Landlord. Also, Landlord will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if any of such actions is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow Tenant to cancel the Lease.

Tenant must obtain and keep in full force and effect during the term of this Lease, a comprehensive tenants' insurance policy with a replacement cost endorsement.

19. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Landlord under C below or by Tenant under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.

B. Landlord will repair and restore the Apartment, unless Landlord decides to take actions described in paragraph C below.

C. After a fire, accident or other casualty in the Building, Landlord may decide to demolish the Building or to substantially rebuild it. In such case, Landlord need not restore the Apartment but may end this Lease. Landlord may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision. If the Apartment is usable when Landlord gives Tenant such notice, this Lease will end 60 days from the last day of the calendar month in which Tenant were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, Tenant may give Landlord written notice that Tenant intend to end the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Landlord will refund Tenant's security deposit and the pro rata portion of the rent paid for the month in which the casualty happened.

E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant and Landlord release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

20. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency takes title. Tenant shall have no claim against Landlord for any damage resulting. Tenant also agrees that by signing this Lease, Tenant assign to Landlord any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

INITIAL(S)

21. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant agrees that Tenant have no claim against Landlord or such lease or mortgage holder. If Landlord requests, Tenant will sign promptly an acknowledgment of the "subordination" in the form that Landlord requires.

Tenant also agrees to sign (if accurate) a written acknowledgment to any third party designated by Landlord that this Lease is in effect, that Landlord is performing Landlord's obligations under this Lease and that Tenant have no present claim against Landlord.

22. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

If Tenant pays the rent and any required additional rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy will not be terminated before the ending date, except as provided for in other parts of this Lease.

23. BILLS AND NOTICE

A. Notices to Tenant. Any notice from Landlord or Landlord's agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Landlord or Landlord's agent; and (3) is addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment.

B. Notices to Landlord. If Tenant wish to give a notice to Landlord, Tenant must write it and deliver it or send it by registered or certified mail to Landlord at the address noted on page 1 of this Lease or at another address which Landlord or Agent has given Tenant in writing.

24. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both Tenant and Landlord agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of Tenant and Landlord, as Tenant and Landlord, or Tenant's use or occupancy of the Apartment.

B. If Landlord begins any court action or proceeding against Tenant, which asks that Tenant be compelled to move out or pay rent, Tenant cannot make a counterclaim.

25. NO WAIVER OF LEASE PROVISIONS

A. Even if Landlord accepts Tenant's rent or fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Landlord to take action or Landlord's acceptance of rent does not prevent Landlord from taking action at a later date if Tenant again does not do what Tenant has agreed to do.

B. Only a written agreement between Tenant and Landlord can waive any violation of this Lease.

C. If Tenant pays and Landlord accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Landlord to accept this lesser amount in full satisfaction of all of the rent due. No writing by Tenant on any check or money order will be binding on Landlord, even if the check or money order is deposited.

D. Any agreement to end this Lease or to end or change the rights and obligations of Tenant and Landlord must be in writing signed by Tenant and Landlord or Landlord's agent. Even if Tenant gives keys to the Apartment and they are accepted by any employee, or agent, or Landlord, this Lease is not ended.

26. CONDITION OF THE APARTMENT

When Tenant signed this Lease, Tenant did not rely on anything said by Landlord, Landlord's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. Tenant did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Landlord or found in Landlord's floor plans or brochure shown to Tenant before Tenant signed this Lease. Before signing this Lease, Tenant have inspected the Apartment and Tenant accept it in its present condition "as is", except for any condition which Tenant could not reasonably have seen during Tenant's inspection and as stated on the Initial Condition of Premises. Tenant agrees that Landlord has not promised to do any work in the Apartment except as specified in an attached "Work" rider. Tenant understands that no employee or agent of the Landlord is authorized to bind the Landlord orally to do anything in the Apartment. Any Landlord's work must be in writing and signed by Landlord or Landlord's Agent. Tenant will have no claim against Landlord on account of any noises, aromas, scents or odors. The Landlord will give the tenant the apartments in Related Management standard.

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27. DEFINITIONS

A. Landlord: The term "Landlord" means the person or organization receiving or entitled to receive rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Landlord. "Landlord" includes the Landlord of the land or Building, a lessor, or sublessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former Landlord, even if the former Landlord signed this Lease.

B. Tenant: The term "Tenant" means the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer. This Lease has established a tenant-landlord relationship between Tenant and Landlord.

28. SUCCESSOR INTERESTS

The agreements in this Lease shall be binding on Landlord and Tenant and on those who succeed to the interest of Landlord or Tenant, if anyone by approved assignment or by approved transfer.

29. MECHANIC'S LIEN

In case a notice of mechanic's lien against the Building shall be filed purporting to be for labor or material furnished or delivered at the Building or the Apartment for Tenant, or anybody claiming under Tenant, Tenant shall immediately cause such lien to be discharged by payment, bonding or otherwise; and if Tenant have failed to do so within ten (10) days after notice from the Landlord, then the Landlord may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of same or of any offsets or defenses thereto, and Landlord shall have the right to collect from Tenant as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection with same including reasonable attorneys' fees and disbursements, together with interest from the time or times of payment.

30. LEASE NOT BINDING ON LANDLORD

This Lease is submitted to Tenant for signature with the understanding that it shall not bind the Landlord unless it has been executed by the Landlord and delivered to Tenant.

31. SIGNS

No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Building, except such as shall have been first approved in writing by the Landlord or Landlord's managing agent.

32. DELIVERIES

Notwithstanding anything contained in any other paragraph of this Lease, Landlord is not responsible for the loss or damage of any of Tenant's property delivered (or attempted to be delivered) to Tenant or Landlord's authorized agent for Tenant, even if such loss or damage was caused by the carelessness or negligence of Landlord, Agent of the building. If any employee of Landlord helps in parking or delivering any automobile or handling or delivering any packages at Tenant's request, or at the request of any occupant or guest, the employee is acting only on Tenant's behalf and Landlord is relieved from any and all loss or liability.

33. HOLDING OVER

In the event that tenant holds over after the expiration of the term of this Lease, or earlier termination thereof, Tenant acknowledges and agrees that the fair market value for the use and occupancy of the Apartment shall be 150% of the monthly rent agreed to in the lease for the time the Tenant holds over. This agreement as to the value of the use and occupancy shall not be construed as permission or consent by Landlord to Tenant to hold over at the expiration of the lease term.

34. NO ORAL MODIFICATION

This agreement may not be changed, modified or canceled orally and shall be binding on and inure to the benefit of the respective parties and any of the Landlord's successors and any Tenant successor authorized by the terms of this lease.

35. PROPERTY LEFT WITH BUILDING EMPLOYEES

Tenant understands and agrees that Landlord's employees are not authorized by Landlord to care for Tenant's personal property. Landlord is not responsible for any loss, theft or damage to Tenant's personal property or injury caused by building employee negligence or intentional act.

36. ILLEGALITY

If any term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

37. LIMIT OF RECOVERY AGAINST LANDLORD

Tenants are limited to Landlord's interest in the Apartment for payment of a judgment or other court remedy against Landlord.

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38. LANDLORD'S CONSENT

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

39. BROKER

Tenant represent that no broker was involved in this Lease or, if a broker did bring about this Lease, Tenant has agreed with the broker on how to pay the fee. Tenant holds Landlord harmless from any claim for commission made by any broker, including all costs of defending any claim and reasonable attorneys' fees by an attorney selected by Landlord to defend it.

40. INFORMATION/CONFIDENTIALITY

By signing this Lease Tenant is telling Landlord that all information and documents provided to Tenant or on Tenant's behalf to Landlord or Landlord's agents (including without limitation, anything in Tenant's application to rent the Apartment) or otherwise obtained by Landlord or Landlord's agents in connection with this Lease and Tenant's rental of the Apartment is true, correct and complete, may be disclosed by Landlord or its agents to authorized third parties and does not leave out any information that would be important to Landlord's decision to rent the Apartment to Tenant. If Landlord discovers any such misrepresentation or omission before the start of or during the term of this Lease, Landlord may cancel this Lease by notice to Tenant.

41. PEST CONTROL

I authorize all exterminating technicians contracted by _____ to enter my apartment to perform pest control services in the event that I am not home on the date and time that service is to be rendered. It is further understood that the Building Management will accompany any service technicians to my apartment in the event that I am not home on the date of services.

42. Tenant acknowledges and understands that causing the infiltration of second-hand smoke into the common areas of the Building and/or into other apartments in the Building, may constitute a nuisance and health hazard and be a material infringement on the quiet enjoyment of the other tenants in the Building. For the foregoing reasons, Tenant acknowledges and agrees that the prevention by Tenant, its invites and guests, of the infiltration of second-hand smoke into the common areas of the Building is OF THE ESSENCE to this Lease, and Tenant covenants and agrees to take all measures necessary to minimize second-hand smoke from emanating from Tenant's apartment and infiltrating the common areas of the Building and/or into other apartments in the Building

43. Tenant agrees that in the event Landlord commences any proceeding or action for possession, including a summary proceeding for possession of the apartment, Tenant will not interpose any defense or counterclaim alleging that the Building distribution ductwork, common walls, radiators, piping or other elements of the Building are insufficient to prevent the infiltration of second-hand smoke into the common areas of the Building and/or into other apartments in the building. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

AGENT FOR LANDLORD: **DATE:** **WITNESS FOR AGENT:**

TENANT: **DATE:** **WITNESS FOR TENANT:**

GUARANTY

The undersigned Guarantor guarantees to Landlord the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached lease. Guarantor agrees that his guaranty shall remain in full effect even if the lease is renewed, changed or extended in any way and even if Landlord has to make a claim against Guarantor. Landlord and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached lease or the Guaranty.

Dated, _____

Guarantor _____

Witness _____

[NOTE: This letter must be sent by any Massachusetts landlord who accepts a security deposit, either upon receipt of that deposit or within 10 days after the commencement of tenancy, whichever is later.]

Re: Initial Condition of Premises

Dear

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen days after you receive this list or within fifteen days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

Address of Premises	
Move In date	Move out date
Inspected by (for Landlord)	Inspected by (for Tenant)

	MOVE-IN		Comments
	OK	NO	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bathrooms	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entry Area	<input type="checkbox"/>	<input type="checkbox"/>	_____
Living Areas	<input type="checkbox"/>	<input type="checkbox"/>	_____
Balcony	<input type="checkbox"/>	<input type="checkbox"/>	_____
Carpeting	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closets	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	_____
Drapes / Blinds	<input type="checkbox"/>	<input type="checkbox"/>	_____
Doors	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fireplace	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights	<input type="checkbox"/>	<input type="checkbox"/>	_____
Locks	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio	<input type="checkbox"/>	<input type="checkbox"/>	_____
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____
Screens	<input type="checkbox"/>	<input type="checkbox"/>	_____
Storage	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stove	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window coverings	<input type="checkbox"/>	<input type="checkbox"/>	_____
Yard	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

NOTES: _____

Landlord has inspected the Premises on _____ (Date). The move-in conditions are those noted on this inspection as shown above.

LANDLORD:

CONDITIONS AFFIRMED BY TENANT:

