

105/115 THOMAS STREET

DATE OF LEASE: _____

OWNER: 105THOMAS LLC

AUTHORIZED OCCUPANTS:

1. _____
2. _____

PROPERTY ADDRESS:

105/115 Thomas Street
Fall River, MA 02723

UNIT NUMBER: _____

LEASE TERMS
BEGINNING: _____

ENDING _____

BASE RENT \$ _____

TOTAL MONTHLY PAYMENT \$ _____

SECURITY DEPOSIT AMOUNT: \$ _____

NAME & ADDRESS OF PLACE OF DEPOSIT:

Check / Cash / Zelle / Venmo

RENT PAYMENTS SHALL BE MADE PAYABLE TO:

Ruben Fagundo



venmo

DESCRIPTION:

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ADDITIONAL PROVISIONS:

OWNER AND RESIDENT DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. OCCUPANTS: This is a lease agreement between the Owner and Resident for the above stated Apartment (referred to in this lease as the Apartment or the Premises). The Apartment is to be used and occupied by the Resident and those other persons who are authorized by Owner in writing to occupy the Premises only, and for residential purposes only. Resident agrees that occupancy by any person not listed as an authorized occupant for other than a temporary visit shall constitute a material violation of this agreement. Temporary visit shall be defined as remaining in the Premises for not more than fourteen (14) nights per calendar year.

2. RENT: The Resident agrees to pay the total rent per month in advance as listed on Page 1 on or before the first day of each month. Payment by Resident or receipt by Owner of a lesser amount than the monthly rental provided in this Lease shall be applied to the earliest unpaid amount owed by Resident as provided herein, whether rent, additional rent or otherwise. Rent shall be made by check, ACH or money order only. No endorsement or statements on any check, nor any letter accompanying any check or payment as rent shall be considered a settlement or an agreement with the Owner. The Owner may accept such check or payment without prejudice to the Owner's right to recover the balance of such rents or pursue any other remedy permitted by law. Owner reserves the right to require payments of rent or additional rent to be made by certified check or money order in the event Resident provides more than one (1) check in any twelve (12) month period which is returned for insufficient funds or is otherwise not honored by the bank. To the extent permitted by law, Owner may, but has no obligation to, terminate this Lease if Resident is chronically late with Rent payments. Chronic late payment is defined as being served with a notice to quit for non-payment of rent on two (2) or more occasions in any twelve (12) month period. paying Rent so as to incur late charges under the Late Charges and NSF Fee (whether or not actually assessed or collected) on three (3) or more occasions. Owner's acceptance of multiple late payments or Owner's agreement to forgive a late fee or to otherwise insist upon strict compliance with the terms of this Lease or Owner's delay in demanding strict compliance with this Lease shall not, consistent with the Waiver paragraph below, constitute a waiver.

3. CHARGES WHICH ARE ADDITIONAL RENT: Utility charges and parking fees, as applicable, are considered additional rent hereunder and collectible as additional rent from the Resident. The following fees, when incurred, are also due as additional rent and collectible as additional rent from the Resident.
 - (a) Late Charge: If rent is not paid by the 30th day after the date due, a late charge of 10% of the total rent then outstanding shall be imposed.

 - (b) Court Costs and Attorney's Fees: If rent is not paid by the 30th day after the date due, or in the event of a default in the provisions of this Lease, then any and all costs and fees incurred by the Owner as a result of the Resident's breach of any terms of this Lease including but not limited to court costs and attorney and collection fees shall be due and collectible from the Resident;

 - (c) Returned Checks: All checks returned or unsatisfied shall result in a service charge of \$ 50.00. In addition, if Resident gives Owner one (1) or more bad checks (checks which are returned for insufficient funds) within any twelve (12) month period, same shall be considered a breach of the Lease. At that time, Owner may file an action seeking a money judgment and/or possession for breach of this Lease.

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4. SECURITY DEPOSIT: Before Resident may occupy the Premises, Resident must pay Owner the total deposits, if any, identified under the Lease. These total deposits are not prepaid Rent, but are a good faith deposit for Resident's faithful fulfillment of each provision of this Lease as provided by applicable law and as a contingency against damages to the Premises or the Community caused by Resident, Occupant or any of their Guests. No portion of the total deposits may be applied by Resident to any Rent payment. Resident's responsibility for damages under this Lease is not limited to the amount of the total deposits, and Owner may use any and all of the rights and remedies provided to Owner by law and in equity to recover any and all damages Owner sustains.
5. UTILITIES: Tenant agrees to be responsible for the payment of heat and hot water. Resident shall pay all other utilities, including, but not limited to, electricity, cable, and internet. Resident shall make application to the various utility providers and ensure that all utilities required to be paid for by Resident are in the Resident's name prior to the commencement of the tenancy. It shall be the Resident's responsibility to maintain heat at a minimum of 55° F in the Apartment during the term of this Lease. Owner is not responsible for any loss or damage that may result from interruption of electricity, gas, or other utility service to the Apartment, except to the extent such interruption is caused by Owner and is not remedied within a reasonable period of time.
6. DELAY IN OCCUPANCY: If the Owner cannot deliver possession of the Apartment to the Resident on the date when the term of this Lease is to begin, the Owner shall not be liable for such failure, and the rent shall be apportioned and abated until the Owner is able to deliver possession. If the Owner is not able to deliver possession of the Apartment to the Resident within 60 days from the beginning date of this Lease, the Resident may cancel and terminate this Lease, which must be done in writing.
7. POLICIES AND PROCEDURES: Owner's Policies and Procedures are set forth by Rider, which shall be incorporated as part of this Lease. Failure to comply with the Policies and Procedures is a breach of this Lease. Resident, Resident's family, their employees, agents, visitors, licensees, and invitees shall comply with the Policies and Procedures. Prior to occupancy, Resident (including every occupant) must execute and acknowledge that they have received a copy of and will comply with the Policies and Procedures. The Owner reserves the right to cancel or modify any of the Policies and Procedures and to make other changes and regulations from time to time as may be deemed necessary. Resident will be required to comply with any such amendments or supplements to the rules and regulations, after due notice of same.
8. RESIDENT'S DUTY OF CARE: The Resident shall:
 - (a) maintain the premises (which includes the Apartment) in a clean and sanitary manner, free from any unreasonable quantity of personal property, and do nothing to deface, damage or destroy the premises.
 - (b) comply with all state or federal law, city ordinances and regulations.
 - (c) promptly notify the Owner in writing of any conditions in the Apartment that may require repair; .
 - (d) remove garbage and debris from the Apartment and place it in the designated area for garbage. Newspapers, magazine, or other recyclables shall be disposed of in accordance with local recycling laws and rules and regulations set forth in this Lease.
 - (e) do nothing to cause a cancellation of or an increase in the costs of the Owner's fire or liability insurance.
 - (f) keep nothing flammable or dangerous in the Apartment.
 - (g) not engage in abusive conduct towards Owner, or its employees. Abusive conduct includes, but is not limited to, physical violence, assault, verbal abuse, committed by the Resident or any agent, employee, licensee, invitee of the Resident upon any employee or agent of the Owner. Such abusive conduct constitutes a default under this lease by the Resident and Owner has the right to terminate this Lease.
 - (h) Neither the Resident nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Owner or other occupants of the same or any other Apartment, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the exterior windowsills.;
 - (i) Resident shall comply with the provisions of the Satellite Regulations incorporated herein by reference and which may be obtained from Owner upon request.
 - (j) Be held responsible for the actions of their family members, guests, agents, employees, invitees, and licensees.

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9. **NO ALTERATIONS:** The Resident shall make no alterations to the premises or display any sign upon the premises or the exterior of the building. There shall be no:
 - (a) painting, wallpapering and/or paneling
 - (b) installation of any additional locks
 - (c) Changes in plumbing, electrical or heating systems.
 - (d) installation use or storage in the Apartment of a washing machine, waterbed, clothes dryer, air conditioning, space heaters, propane heaters or any type of portable Apartment heater, or permanent heaters.
10. **ILLEGAL ACTIVITY:** The Resident is prohibited from engaging in or conducting any drug related criminal activity, any illicit and/or illegal activity on or near the premises, and/or using the premises for such a purpose.
11. **BANKRUPTCY:** If the Resident should file a petition in bankruptcy, all post-petition rents must be paid promptly, or the Resident will be subject to eviction once the premises are released from the bankruptcy estate by Order of the Bankruptcy Court.
12. **PETS:** Resident may maintain one (1) cat on the Premises, so long as Resident executes the Pet Addendum attached hereto and has the approval of the owner, Ruben Fagundo.
13. **SMOKE/CARBON MONOXIDE DETECTORS:** Resident acknowledges that each smoke detector and carbon monoxide detector in the Premises is operating properly at the time of move-in. During the Lease Term, Resident shall test each smoke and carbon monoxide detector in the Premises monthly using the test button. Resident shall immediately replace dead or low batteries at Resident's expense unless the law provides otherwise. Resident must immediately report detector malfunctions or deficiencies to Owner. Neither Resident nor others may disable, tamper with, or otherwise interfere with the proper functioning of any carbon monoxide detector in the Premises or in the common areas.
14. **MOLD AND MILDEW:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning systems in the Apartment; (iv) any plumbing problems or gaps/missing tile grout or caulking; and (v) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph.
15. **FREEZING PIPES:** Resident acknowledges that in cold weather conditions, it is necessary for Resident to provide appropriate climate control and take other measures to avoid freezing pipes in the Apartment. Resident agrees to maintain a temperature in the Apartment of at least 55 degrees Fahrenheit at all times. Resident agrees to immediately report to the management office any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area and any failure or malfunction in the heating system in the Apartment. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph.
16. **RESIDENT'S RIGHT TO QUIET ENJOYMENT:** The Resident acknowledges that its right of quiet enjoyment does not include disturbing or interfering with other residents or interfering with the Owner in the operation and maintenance of the building.
17. **CRIMINAL ACTIVITY:** Resident, Occupant, any of their Guests or any other person under the Resident's control shall not (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, as described below, prostitution or criminal street gang activity, on or near the Apartment or otherwise ("Criminal

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Activity”), (ii) engage in any act intended to facilitate Criminal Activity, (iii) use or permit the Premises to be used for, or to facilitate, Criminal Activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Apartment or otherwise. “Drug related criminal activity” means (i) the use of or (ii) the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell, distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as such terms are defined in the Controlled Substances Act (21 U.S.C. 802), or state law, as amended from time to time. One or more violations of the provisions of this paragraph shall be a material violation of the Lease and good cause for the immediate termination of tenancy and eviction from the Premises. It is understood and agreed that a single violation shall be cause for immediate termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence and upon Owner’s reasonable suspicion, at Owner’s sole discretion.

18. FAIR HOUSING ACCOMMODATIONS: Owner is dedicated to honoring Federal and state fair housing laws. Accommodations will be permitted and made in accordance with and as required under such fair housing laws. Prior to the making of any such accommodations, Resident and Owner shall enter into a modification agreement to govern the approval and implementation of such accommodations as well as restoration obligations, if any.
19. STORAGE: Resident shall not store any goods or materials of any kind or description in any storage space, common areas, garage areas, decks, or terraces.
20. INTERRUPTION IN SERVICES: From time to time, there may be interruption of some services due to the necessity of repair or some unanticipated event not reasonably within the Owner’s control. In case of such interruption of service, Owner will make every reasonable effort within its control to restore service. In that event, the Owner shall not be liable to the Resident for the interruption of services.
21. RIGHT TO ENTER THE APARTMENT: The Owner shall have the right to enter the Apartment at all reasonable times, and upon 24 hours prior notice, or immediately in the event of an emergency, for purposes of making inspections, making ordinary or emergency repairs, exterminating the Apartment, maintenance, to confirm compliance with this Lease, and for purposes of showing the Apartment to prospective new residents during the last month of the Lease and/or after the Resident has provided written notice to the Owner of the Resident’s intention to vacate. The Resident shall not install any locks or alter the locks which have been installed without the prior written consent of Owner and then only with a key being provided to Owner.
22. NO ASSIGNMENT OR SUBLETTING: No subletting of the premises or assignment of this Lease is permitted without the prior written consent of Owner, which consent shall not be unreasonably withheld.
23. LIENS: The Resident shall not allow any mechanic’s lien or other lien to be filed against the building.
24. CONDEMNATION: If the whole or any part of the premises shall be taken or condemned for any public or quasi-public use or purpose, the term and all rights of the Resident under this Lease (other than the right of Resident to seek a partial refund of the current month’s rent) shall terminate on the date of the title vesting in the condemnation. Award or awards shall be the property of the Owner without apportionment, and the Resident assigns to the Owner any and all interest which the Resident might have in and to such award or awards.
25. FIRE DAMAGE: Except as provide by law, the Owner carries no insurance covering the loss of the Resident’s personal property; the Resident is responsible for securing its own insurance protection against loss of personal property by fire or other cause. The Resident shall use every reasonable precaution against fire and will promptly notify Owner of any fire hazard, fire or incident on the premises and common areas. If the Resident does not use reasonable care against fire, the Owner may, in addition to other remedies provided by law and in this Lease, collect as additional rent any increase in premiums on insurance carried by the Owner on the premises.

If the premises shall be partially damaged by fire or other insured casualty without fault or negligence of the Resident, and/or its family, employees, agents, licensees, invitees, the premises shall be repaired and restored by the Owner as soon as possible. Until such time, rent shall be apportioned according to the area of the premises which is usable by the Resident. No penalty shall accrue against the Owner for any reasonable delay in repairing the premises by reason of adjustment of insurance proceeds, labor disputes or any other cause beyond Owner’s

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reasonable control. If the premises are totally damaged or are determined by the Owner to be uninhabitable by fire or other cause, the accrued rent shall be paid by the Resident up until the date the fire or casualty occurred. All rights whatsoever of the Resident under this Lease shall immediately terminate.

26. **END OF TERM:** At the expiration of this Lease, the Resident shall remove all of its property, repair all damage to the premises and return the Apartment to the Owner in the same condition as it was at the beginning of the term, except for normal wear and tear. The premises must be broom clean. If the Resident leaves any property in the Apartment it shall be deemed abandoned, and the Owner may dispose of it as it sees fit and charge the Resident for the cost of disposal. Should the Resident fail to vacate at the end of the term, or should the Resident fail to vacate after the Resident gives notice that it will vacate, Resident shall be responsible for damages flowing from the breach of this Lease by Resident's failure to vacate in accordance with the lease and such damages shall be deemed as additional rent.
27. **EARLY TERMINATION PROVISION:** In the event Resident desires to terminate this Lease prior the expiration of the Lease term, Resident may elect to do so on the following express terms:
- Resident shall provide written notice of termination to Owner which notice shall identify the early termination date ("Early Termination Date"), which shall be the last day of any month which is at least sixty (60) days after to the date notice is provided (e.g. notice given April 10 would be effective on the last day of June);
 - Such notice shall include an early termination fee equal to one and one-half times the current monthly rent.
 - Resident must remain current on all monthly rent and other amounts due pursuant to the Lease through the Early Termination Date; and
 - Resident may not be in default pursuant to the Lease at the time the notice is provided, nor during the remaining term of the Lease.
- So long as Resident complies with the foregoing terms, the lease shall terminate on the Early Termination date and all parties shall be relieved of further liability pursuant to the Lease. The parties agree that the early termination fee provided herein shall be considered as liquidated damages and is a fair and reasonable estimate of the damages which Owner would incur in the event of a breach of this Lease. Failure to strictly comply with the foregoing terms, including paying all amounts due, shall result in the notice of early termination being null and void.
28. **NO REPRESENTATIONS BY OWNER:** The Resident has examined the premises before signing this Lease. The taking of possession by Resident shall be conclusive evidence that Resident has accepted the premises "as is" and that the premises were in good and satisfactory condition at the time possession was taken except as set forth in the Apartment Condition Statement. The Resident acknowledges that the Apartment has a working smoke detector and carbon monoxide detector. The Owner has made no representations or promises with respect to the premises except as set forth in this Lease and the Apartment Condition Statement.
29. **FULL AGREEMENT:** The Lease, the Resident's application, and the rider(s) attached hereto contain the full agreement between Owner and Resident, which may not be changed except in writing signed by the Owner and the Resident. An agreement between the Resident and a superintendent, maintenance person, or a janitor does not constitute written permission by the Owner. Any misrepresentation or fraudulent statement made in the Resident's application is a material breach of this Lease.
30. **SUBORDINATION.** This Lease shall be subject and subordinate to any renewals of an any mortgage or mortgages now on the premises or any new mortgage or mortgages which any owner of the premises may hereafter at any time elect to place on the premises; the Resident agrees upon request at any time to sign any paper which the Owner may consider necessary to accomplish that end. If the Resident does not do so, the Owner is irrevocably empowered to sign such paper in the name of the Resident as the act and deed of the Resident.

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31. WAIVER: The failure of the Owner to insist on strict performance of any of the covenants or conditions of this lease or to exercise any option conferred in this lease in one or more instances shall not be considered a waiver or relinquishment of any such covenants or conditions for the future.
32. NON-PERFORMANCE OR BREACH BY RESIDENT: If the Resident shall fail to comply with any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Resident shall be declared bankrupt, or insolvent according to law or if any assignment of the Resident's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any kind of the said terms, conditions, covenants, obligations, or agreements, the Owner, without necessity or requirement of making any entry may (subject to the Resident's right under applicable law) terminate this lease by:
1. A thirty (30) day written notice to the Resident to vacate said leased premises in case of any breach except only a breach for non-payment of rent, or
 2. A fourteen- (14) day written notice to the Resident to vacate said leased premises upon the neglect or refusal of Resident to pay the rent herein provided.
- Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations, or agreements.
33. SEVERABILITY: In the event that a provision or a portion of any provision of this lease shall be held to be unenforceable, null and void, or a violation of public policy, such provisions shall be severed from this lease, and the remainder of this lease shall continue in full force and effect.
34. DAMAGES: Any damage to the Premises or other areas of the Community caused by Resident, Occupant or any of their Guests will be corrected, repaired, or replaced at Resident's expense. Resident must immediately notify Owner in writing of any needed maintenance or repair.
35. HOME BUSINESSES: Conducting any kind of business in the Apartment is prohibited. However, business conducted in a home office by computer, mail, telephone, e-mail, or fax is permissible if not in violation of any law and if customers, clients, patients, or other business invitees do not come to the Apartment for business purposes.
36. LOCK OUTS: Resident agrees to follow proper procedures if Resident does not have a key to the Apartment. Proper ID, acceptable to Owner, is required before Owner will assist Resident to get into the Apartment. During the hours of 5:30 p.m. and 9:00 a.m. and weekends there will be a \$50.00 lock out fee.
37. SECURITY: Resident acknowledges and agrees that protection against criminal action is not within Owner's power, that Owner does not provide (and does not have a duty to provide) any security protection services, security lighting or any other security measures at the Apartment, that Owner has no obligation to conduct criminal background checks on actual or potential residents or occupants, that Resident shall look solely to the public police for security protection and that Resident and his family members are responsible for their personal security. Owner shall not be liable for failure to provide such security measures, for failure to conduct such criminal background checks or for criminal or wrongful actions by others against Resident, occupants, guests or others, including actions by others which cause damage to the property of Resident, occupants or guests. If desired by Owner or if requested of Owner, Owner may provide information on Resident or occupants or on Resident's rental history to a third party for law-enforcement, governmental or Owner's business purposes.
38. MILITARY CLAUSE: If Resident becomes an active duty member of the United States Armed Forces during the Lease Term, Resident may terminate the Lease, without penalty, in accordance with the following terms and conditions: (i) Resident must deliver to Owner a copy of Resident's official orders; (ii) Resident must deliver to Owner at least thirty (30) days prior written Notice to Vacate; (iii) the termination date stated in the Notice to Vacate must be the last day of the next month following the month in which the Notice to Vacate is delivered; (iv) all unpaid Rent, if any, must be paid through the effective date of such termination; and (v) Resident must make

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satisfactory arrangements with Owner to pay all costs incurred by Owner to repair the damages referred to below, if any. In the event Resident is an active duty member of the United States Armed Forces at the time this Lease is signed, Resident may terminate the Lease, without penalty, in accordance with the following terms and conditions: (i) Resident must deliver to Owner a copy of the official permanent change-of-station orders to permanently depart the local area to a military base which is more than fifty (50) miles from the main gate of the military base to which Resident was assigned as of the Effective Date; (ii) Resident must deliver to Owner at least thirty (30) days prior written Notice to Vacate; (iii) the termination date stated in the Notice to Vacate must be the last day of the next month following the month in which the Notice to Vacate is delivered; (iv) all unpaid Rent, if any, must be paid through the effective day of such termination; (v) Resident must repay any lease concession; and (vi) Resident must make satisfactory arrangements with Owner to pay all costs incurred by Owner to repair the damages referred to below, if any. In either event, upon completion of the above terms and conditions, Resident's obligations and responsibilities under the Lease shall then be deemed fulfilled. A transfer due to deployment (unless Resident no longer receives quarters allowance), separation, retirement, or enlistment term expiration and/or a move to base housing does not constitute a permanent change-of-station order. After Resident has vacated the Premises, Resident is entitled to the return of Resident's Total Deposits, less lawful deductions for damages to the Premises, reasonable wear and tear excepted. The release of a Resident under this paragraph will not release any other Resident unless such other Resident is the spouse or legal dependent of the Resident receiving permanent change-of-station orders.

39. LIMITATION OF OWNER'S LIABILITY: To the maximum extent permitted by applicable law, Resident specifically agrees to look solely to the owner of the Apartment's interest in the Apartment for the recovery of any judgment against Owner, it being agreed that Owner and any of its related and affiliated entities (and any of its past, present or future officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) shall never be personally liable for such judgment.
40. RENEWALS AND CHANGES IN LEASE: The Owner may offer the Resident a Renewal Addendum to take effect at the end of this Lease. The Renewal Addendum may include reasonable changes to the Lease including a rental increase. If Owner elects to renew the Lease, the Resident will be notified of any proposed changes to the Lease and Resident must notify the Owner of the Resident's decision to stay or to leave at least sixty (60) days before the end of the term.
41. NOTICES: All notices provided by this Lease must be in writing and delivered personally or by certified mail, return receipt requested. Notices to the Owner may be sent to the address listed above or at such other address as Resident customarily sends rental payments. Notices to Resident shall be deemed properly served if delivered personally or by certified mail, return receipt requested to the Premises.
42. WAIVER: Owner's failure to insist upon strict compliance with the terms of this Lease or Owner's delay in demanding any amounts due under this Lease shall not constitute a waiver of its right to act on any current or future violation of this Lease or make any current or future demand of amounts due under this Lease. Resident's obligation to pay Rent during the Lease Term shall not be waived, released, or terminated by the service to Resident of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in termination of Resident's right of possession. Unless otherwise restricted by applicable law, Owner's acceptance of Rent after it falls due or after knowledge of a breach of this Lease by Resident is not a waiver of Owner's rights under this Lease nor an election not to proceed under any provision of this Lease or the law. Owner's rights and remedies under this Lease are cumulative and the use of one or more remedy shall not exclude or waive Owner's right to other remedies.
43. INSURANCE: Resident shall be required to procure and maintain renter's insurance (H-04 insurance) covering resident's personal property and liability and to provide a certificate of insurance to the Owner at the commencement of the tenancy and thereafter on demand. RESIDENT'S UNDERSTAND THAT IF THEY FAIL TO PROCURE AND MAINTAIN SUCH COVERAGE, NO INSURANCE MAY BE AVAILABLE TO COVER THEIR PERSONAL PROPERTY IN THE EVENT OF A CASUALTY LOSS. In addition, the failure to maintain insurance shall constitute a breach of this lease.
44. WRITTEN AGREEMENT: This Lease contains the entire agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by an authorized

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representative of Owner and by each Resident. There are no oral understandings, terms, or conditions and neither party has relied upon any representations, express or implied, not contained in this Lease.

- 45. JOINT AND SEVERAL LIABILITY: Each Resident is jointly and severally liable for each provision of this Lease.
- 46. SIGNATURES: This Lease shall not be binding until signed by the Owner. Owner may cancel this lease and retain all monies deposited by Resident in the event Owner discovers that Resident made misrepresentations or untruthful statements in its application.
- 47. CAPTIONS: Captions are inserted only as a matter of convenience and for reference and I no way to define, limit or describe the scope of this lease, nor the intent of its provisions.
- 48. COPY OF THE LEASE: Resident acknowledges receipt of a fully executed copy of this Lease, duly executed by Owner or its authorized agent.

- 49. ATTACHMENTS: The Resident acknowledges that he or she has received the following items with the Lease, and that same are incorporate into this Lease as a part thereof:
 - (a) Policies and Procedures
 - (b) Satellite Policy and Procedures
 - (c) No-Smoking Addendum
 - (d) Bed Bug Addendum
 - (e) Pet Addendum
 - (f) Tenant Contact information
 - (g) Lead Law Notification and Form

IN WITNESS WHEREOF, the Owner has caused this Lease to be signed and executed by its duly authorized agent and the Resident has hereunto set his/her hand and seal on the day and year first above written.

OWNER:

RESIDENT(S):
(Joint and Severally)

By: _____
Ruben Fagundo

Resident

Date: _____

Date: _____

Resident

Date: _____

Resident

Date: _____

POLICIES AND PROCEDURES

1. No Resident shall make or permit any disturbing noises by him/herself, family, employees, agents, visitors, licensees, and invitees at any time. No Resident shall play or operate any musical instrument, sound reproduction, television or radio or allow same to be played or operated in the Apartment in a disturbing manner at any time during the day or night. Any disorderly or boisterous conduct, which will disturb the peace and quiet enjoyment of the residents is absolutely prohibited. The Resident shall not commit or permit the commission of a breach of the peace or a nuisance on the premises or common areas. All conduct which detracts from the safety, health, quiet, or quality of life of other Residents is prohibited.
2. The sidewalks, halls, passages, or stairs shall not be obstructed by the Resident or Resident's goods or used by the Resident for any purpose other than going in and out of the Apartment. The Resident may not obstruct or place personal property at the entrance doors or on lawns or walks. No loitering is permitted in any common areas. Access to the roof is strictly prohibited. No bicycle riding, running, or roller skating is permitted in the hallways.
3. No water beds or other furniture which contains water are allowed.
4. No animals or pets of any kind shall be kept on the premises by any Resident without the written permission of the Owner. A written agreement signed by a superintendent, maintenance person or a janitor does not constitute written permission of the Owner.
5. The toilets and other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown in them. Any costs for damage resulting to them, from misuse of any nature whatever shall be paid by the Resident who caused it and considered as additional rent.
6. The Resident shall conserve energy and water.
7. No beer keg or open parties are allowed at any time. Lessee shall not have any gatherings of 10 or more people without the consent of the Lessor.
8. There shall be no heating by kerosene stoves or lighting by lamps other than electric.
9. Utility bills must be put into the resident's name prior to the commencement of the tenancy and must be paid by the Resident in a timely manner and the failure to do so is considered a material breach of the Lease.
10. After Resident vacates the Apartment, any personal property remaining in the Apartment shall be considered abandoned and shall be disposed of by the Owner at Resident's cost and expense.
11. No guest of the Resident may occupy the Apartment for more than fourteen (14) cumulative days in a twelve-month period unless a tenancy application is filed with the Owner and accepted by the Owner. Occupancy by a guest beyond the above period shall constitute a breach of the Lease.
12. Only the names of the Residents as set forth on the Apartment Lease may be placed upon the mailboxes or doors. The appearance of any other names shall constitute a violation of this Lease.
13. The Resident agrees to give prompt written notice to the Owner of any leak, flooding, or other defect in the premises.
14. There shall be no parking in the driveways or fire lanes.
15. The water shall not be left running any unreasonable or unnecessary length of time.
16. The Resident shall close all openings to the Apartment to avoid possible damage from storm, rain or freezing. All doors and windows must be closed when the Resident leaves the Apartment.

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- 17. Residents, family members, their agents, employees, visitors, licensees, and invitees must give immediate written notice to the Owner of any accident or any injury to any person, or of any damage to the premises or furnishings.
- 18. The Owner reserves the right to restrict and/or prohibit the placement of items on stairways, patios, balconies, and in the yard of the Apartment building. Resident agrees to not place or hang anything on or over the railings of the balconies or patios. Resident may not store anything on the balconies or patios except the usual patio furniture. Resident may not barbecue on the balconies and patios or lawn, except in such areas as Owner may designate in writing within the grounds. Resident may not dispose of trash or any other object off your balcony. Resident may not let water run off the balcony while cleaning or watering plants. Resident shall insure that no unreasonable noise or offensive activities occur on said balconies.
- 19. Performing vehicle repair work, changing the oil, emptying ashtrays on the streets or in the driveways or parking area, and/or washing cars on the premises is prohibited.
- 20. All trash shall be disposed of in proper containers. No trash, bottles or papers shall be left in any hall or other public place. Resident's family members, visitors, licensees, invitees, employees, and agents are expressly forbidden to throw anything whatsoever out of the windows or doors.
- 21. The Resident shall be responsible for replacing all burned-out light bulbs in his or her Apartment.
- 22. The Resident must make the Apartment available for extermination upon reasonable notice by the Owner.
- 23. The Resident must make the Apartment available for any work or repairs or inspections to be performed by the Owner, municipality, or the Commonwealth of Massachusetts, upon reasonable notice.
- 24. Residents may not build or put up any dividers, closets, or the like. If such items have been constructed, they must be removed without delay.
- 25. No Resident may sublet or assign the Apartment in the lease.
- 26. Elevators, if any, must be reserved for a move-in or move-out date. Reservations for use of the elevators are made only through the community manager. No reservations may be accepted until the Lease is signed. Owner will make good faith effort to accommodate your schedule.
- 27. Any violation of the above Policies and Procedures is a material breach of the lease and shall entitle the Owner to terminate the Resident's lease and terminate the Resident's possession of the premises in accordance with law and the provisions of the Lease. A waiver of one or more acts shall not constitute a waiver for subsequent violations. (This means that the Owner can still enforce these rules and seek the Resident's eviction, even if the Owner has excused the Resident from a similar violation in the past.)
- 28. By signing below, Resident acknowledges that Resident understands these Policies and Procedures and will accept and comply with them.

OWNER:

By: _____
Ruben Fagundo Resident

Date: _____

RESIDENT(S):
(Joint and Several)

By: _____

Date: _____

By: _____
Resident

Date: _____

SATELLITE AND ANTENNA ADDENDUM POLICIES AND PROCEDURES

1. Definitions.

- (a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, and/or appearance to Reception Antennas.
- (b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. (a) No Resident shall install a Reception Antenna on any portion of the general common areas and facilities unless the area is exclusively used by such Resident and is appurtenant to the Apartment where the Resident resides.
- (b) A Reception Antenna which encroaches on the air space of another Apartment or appurtenant areas of other Apartments or onto the general common areas does not comply with this rule.

3. If a Reception Antenna is installed appurtenant to the Apartment where the Resident resides, such installation shall be subject to the following:

- (a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal, provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter. (39.74 inches).
- (b) Due to safety concerns relating to wind loads and the risk of falling structures, no masts, supports, and other structures may be taller than twelve feet from their base to their top, unless the Resident obtains the prior written approval of the Owner. The Resident must submit an application including detailed drawings of the structure and methods of anchorage.
- (c) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the building or from other Apartments; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any appurtenant area. In no event may Reception Antennas be installed on roofs or other general common areas. The Owner may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the Resident and may not be connected through general common areas.
- (e) Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the building. The purpose of this rule is to permit evacuation of the Residents and to provide clear access for emergency personnel.
- (e) Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

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- (f) If Reception Antennas are allowed to be placed outside the building, the Owner may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Owner may require a Resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.
 - (g) Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the Apartments, void any warranties of the Owner, or impair the watertight integrity of the building.
 - (h) The Residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the general common areas, the Apartment, other Apartments, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Owner for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Owner prior to the commencement of work, naming the Owner and/or manager as additional named insureds.
 - (i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to general common areas.
 - (j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
4. Process and Procedure. In the event of a violation of these rules, the Owner may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Owner may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the Resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Owner may seek injunctive relief.
5. Transmission Antennas are prohibited except for those defined in Section 1(a).
6. At least five (5) days prior to the commencement of any installation, the Resident is requested to provide a copy of the Notification Form attached hereto to the Owner, but the Resident must provide the Notification Form no later than five (5) days after installation. If the work is performed by a contractor, the contractor must be licensed and insured.
7. The Resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Owner to repair, paint or maintain the area where it is installed.
8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.
9. The Owner may amend this Resolution from time to time as it deems necessary.

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I/We hereby certify that we have read these rules and agree to be bound by the provisions of these rules.

APARTMENT Number: _____

Address: 105 Thomas Street, Fall River, MA 02723

Signature of Resident:

Print Names below:

BEDBUG ADDENDUM

PEST INFESTATION: RESIDENT acknowledges that, while OWNER may be responsible for making reasonable provisions for the extermination of roaches, ants, wood-destroying organisms, and bedbugs, serious infestation of such pests in the rental premise or in the adjoining rental units, may necessitate RESIDENT to vacate the premises, either temporarily or permanently, in order for OWNER to eradicate an infestation in RESIDENT'S unit and/or adjoining rental units. RESIDENT shall be required to cooperate with any such extermination process by complying with the requests of OWNER'S licensed pest control professional, including, without limitation, bagging, sealing, and/or laundering RESIDENT'S personal property, bagging, sealing and/or removing personal property, removing excess and/or unreasonable amounts of personal property, and encasing bedding. However, RESIDENT is advised that the removal of personal property without the express direction of OWNER's licensed pest control professional is not required and may not be necessary. RESIDENT further agrees not to bring onto the property any furniture or personal property that was found on the street, that was purchased or procured from any used furniture store or charitable organization (i.e. Goodwill, Salvation Army, etc.), or which RESIDENT has reason to believe could be infested with any pests. OWNER retains the right to terminate RESIDENT'S tenancy and require RESIDENT to vacate the rental unit in the event: (a) RESIDENT'S actions or inactions contribute to or result in a pest infestation; (b) RESIDENT'S actions or inactions prevent or hinder treatment of an infestation; (c) OWNER'S licensed pest control professional determines that an infestation in the rental unit or adjoining rental unit cannot be successfully, properly, or safely treated with the RESIDENT remaining in occupancy of the rental unit; and/or (d) RESIDENT fails to comply with the requirements of this addendum. If Owner terminates the tenancy according to this paragraph and RESIDENT vacates within seven (7) days of such notice of termination, the RESIDENT shall be released from future financial obligations pursuant to the Lease, unless the infestation is caused or worsened as a result of RESIDENT'S actions or inactions, or as a result of RESIDENT preventing or hindering treatment.

Owner

Resident

Owner

Resident

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NO SMOKING LEASE ADDENDUM

The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

DEFINITIONS: The terms "smoke" or "smoking" shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other smoking materials, as well as the combustion or vaporization of any cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, like substances, or any derivative thereof. The use of electronic cigarettes and the like shall also be deemed smoking.

This development has adopted the following Non-Smoking Policy:

NO SMOKING RULE:

No Resident shall smoke in his/her unit or anywhere on the property. Resident shall not allow his/her family members, occupants, invitees, or guests to smoke in the Resident's unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all Residents' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities.

COMPLIANCE: Resident shall inform Resident's guests of the non-smoking rule. Resident shall promptly give Owner notice of any incident of smoking in their units or common areas.

Designated Smoking Area: The foregoing rule notwithstanding, the Owner may designate an area for smoking, in such area as it determines, in its sole discretion. Resident acknowledges that the designated smoking area may be relocated from time to time or eliminated entirely at any time during the lease term. At present there is no designated smoking area.

VIOLATIONS: A violations of the non-smoking policy shall be considered material non-compliance with the lease requirements and may result in termination of tenancy.

DISCLAIMER: Resident acknowledges the following: a) that the adoption and/or enforcement of the no smoking rule shall not make the Owner a guarantor of Resident's health; b) the adoption and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Resident; and c) that Owner's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance and cooperation by the Residents. Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the unit or common areas will be free from secondhand smoke during enforcement efforts by Owner or based on the migration of secondhand originating from off the property. Owner reserves the right to alter and revoke the no smoking rules at any time and in its sole discretion. Owner further reserves the right to determine, in its sole discretion, whether sufficient evidence of a violation exists which would justify proceeding with the termination of a tenancy.

Date: _____

Owner

Resident

Owner

Resident

PET ADDENDUM

Date: _____

This Pet Addendum is incorporated in full into the existing lease agreement between Ruben Fagundo("Owner"), and _____ ("Resident"). The purpose of this agreement is to authorize Resident to maintain a pet in the Resident's dwelling unit subject to certain conditions and restrictions. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damage for which Resident may be held liable.

1. DWELLING UNIT DESCRIPTION:

Apt # _____

105 Thomas Street

Fall River, MA 02723

LEASE DESCRIPTION AND LIST OF OCCUPANTS:

Date of Lease or Occupancy Agreement (Lease): _____

Name(s) of all persons occupying dwelling unit: _____

2. CONDITIONAL AUTHORIZATION FOR PET:

Resident is hereby authorized to keep one pet, which is described below, on the premises of Resident's dwelling unit. The exercise of Resident's right to maintain a pet is strictly subject to the terms and conditions of the Lease and Owners Rules and Regulations, including without limitation the Pet Rules attached hereto and made a part hereof, as the foregoing may be amended from time to time. It is specifically understood and agreed that violation of said Pet Rules may be grounds for removal of the pet or termination of Resident's tenancy (or both). By executing this addendum, Resident confirms that Resident has read the attached Pet Rules and agrees to comply with them.

3. MULTIPLE TENANTS:

Each person who signed the Lease shall sign this agreement and shall be jointly and severally liable for damages and all other obligations set forth or incorporated herein, even if such person does not own the pet. Resident must ensure that all guests and occupants living in or visiting Resident's dwelling unit abide by the provisions of this agreement.

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4. DESCRIPTION OF PET:

Only the pet described below is authorized to be kept in Resident's dwelling unit. No substitutions are allowed. No other animal shall be brought onto Owner's property by Resident or Resident's guests or by other occupants of Resident's dwelling unit.

Type: _____ Breed: _____ Color: _____

Weight: _____ Age: _____ City License No.: _____

Issued by City of: _____

Name of Pet: _____

Documentation of Neutering: (Attach Copy) _____

Picture of Pet Included: _____

5. RESPONSIBLE PARTIES:

Resident designates the following responsible parties to care for the pet if Resident dies, is incapacitated, or is otherwise unable to care for the pet:

Name: _____

Address: _____

Telephone No.: _____

Name: _____

Address: _____

Telephone No.: _____

Each person listed above shall sign this Addendum, thereby accepting responsibility for the pet pursuant to the provisions hereof.

6. INSPECTIONS:

In addition to other inspections permitted. under the Lease, Owner may, after reasonable notice to Resident and during reasonable hours, enter and inspect Resident's dwelling unit if Owner has received a signed, written complaint alleging (or Owner has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes, under applicable law, a nuisance or a threat to the health or safety of the occupants of the Development or other persons in the community.

7. EMERGENCIES:

If there is no state or local authority (or designated agent of such an authority) authorized under applicable state or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other

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behavior that constitutes an immediate threat to health or safety, Owner may enter Resident's dwelling unit, remove the pet and take such action with respect to the pet as may be permissible under state and local law, which may include placing the pet in a facility that will provide care and shelter (at Resident's sole cost) for a period not to exceed thirty (30) days. Owner may take such action only if Owner first requests Resident to remove the pet from the Development immediately, and Resident refuses to do so, or if Owner is unable to contact Resident to make such request.

8. PROTECTION OF PET:

If the health or safety of a pet is threatened by the death or incapacity of Resident, or by other factors which render Resident unable to care for the pet, Owner may contact the responsible parties designated by Resident pursuant to the provisions hereof. If such parties are unwilling or unable to care for the pet, or if Owner, despite reasonable efforts, has been unable to contact such parties, Owner may contact the appropriate state or local authority (or designated agent of such an authority) and request the removal of the pet. If there is no state or local authority (or designated agent of such an authority) authorized to remove a pet under such circumstances, Owner may enter Resident's dwelling unit, remove the pet and place the pet in a facility which will provide care and shelter (at Resident's sole cost) until Resident *or* a representative of Resident is able to assume responsibility for the pet, but no longer than thirty (30) days.

9. VIOLATIONS:

If owner alleges that any provision set forth or incorporated herein has been violated, Owner may serve a written notice of such violation on Resident. Resident will be given ten (10) days from the date of service of such notice to correct the violation, (including, in appropriate circumstances, by removal of the pet, or to make written request for a meeting to discuss the violation. Resident will be entitled to be accompanied by another person of Resident's choice at any such meeting. If Owner and Resident are unable to resolve the violation, or if Owner determines that Resident has failed to correct the violation, Owner may serve a written notice on Resident requiring Resident to remove the pet. Resident must then remove the pet within ten (10) days of the date of service of such notice, failing which Owner may initiate procedures to terminate Resident's tenancy, subject to the applicable provisions of the Lease.

10. LIABILITY:

No partner or other individual affiliated with Owner shall be personally liable for payment or performance of any of Owner's obligations hereunder, and Resident shall look solely to the assets of Owner for satisfaction of any such obligation.

11. DESIGNATED AREAS:

Pursuant to Owner's Pet Rules, Owner hereby makes the following designations:

THIS IS A BINDING AND LEGAL DOCUMENT READ CAREFULLY BEFORE SIGNING

Resident(s)

(All persons named as tenants in the Lease must sign)

Resident is entitled to a copy of this
Pet Addendum when fully signed.

RESIDENT CONTACT INFORMATION

DATE: _____

EMERGENCY CONTACT INFORMATION

NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Tenant

Date