

**MaxMia Properties LLC LEASE**

1. Parties The Parties to this agreement are the Landlord Nader Djafari / MaxMia Properties, and the Tenant ,  
\_\_\_\_\_
2. Property Landlord rents to Tenant a dwelling located at \_\_\_\_\_, Massachusetts.

Additionally, Tenant shall have the right to use in common with others entitled thereto the following:

- Parking (describe what portion) \_\_\_\_\_
- Yard (describe what portion) \_\_\_\_\_
- Basement (describe what portion) \_\_\_\_\_
- \_\_\_\_\_ Other \_\_\_\_\_

3. Occupants The Tenant shall not be permitted the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed below and except any children born to or adopted by such individuals during the term of this lease; however the landlord reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the State Sanitary Code.
4. Term and Rent This lease and agreement shall run from \_\_\_\_\_ until \_\_\_\_\_ ( a total of 12 months.)  
The rental shall be \_\_\_\_\_ per month, and is due on the 1st of the month.
- 4A. Deposits Additionally, a last month's rent of \$ and a security deposit of \_\_\_\_\_ will be required.
5. Notices All notices shall be in writing and shall be given to the Tenant at the dwelling; all rents and all notices, which shall be in writing, shall be given to the landlord at:

MaxMia Properties LLC Nader Djafari 226 Dewey Street, Worcester, MA 01610 508 304 9100  
Name of landlord or landlord representative address phone

In case of emergency, Tenant shall contact the following person:

MaxMia Properties or Nader Djafari 226 Dewey Street, Worcester, MA 01610 508 304 9100 or 617 513 5555

6. Utilities Utilities shall be paid by the party indicated in the following chart: (Please check under the person who will pay for the utility.)

	Landlord	Tenant	City
Electricity	_____	<u>X</u>	_____
Gas	_____	<u>X</u>	_____
Heat*	_____	<u>X</u>	_____
Garbage Collection	_____	_____	<u>X</u>
Trash Removal	_____	_____	<u>X</u>
Hot Water*	_____	<u>X</u>	_____
Other _____	_____	_____	_____

\* The landlord must provide the facilities for the provision of heat and hot water.

### Tenant Agrees

7. **Use of Property** Tenant shall use the property for residential purposes only. Tenant agrees not to engage in or permit any household members, relatives, guests, invitees or agents to engage in any unlawful use of the dwelling unit, common areas or grounds.
- 7a. **Pets** Pets are prohibited unless specifically allowed by landlord in writing.
- 7b. **Notice of Absence from Unit** Tenant shall notify the landlord in writing if the dwelling unit will be left unoccupied by at least one adult household member for a period of longer than 30 days, and shall advise landlord how to contact tenant during such period.
8. **Tenant's Duty of Maintain Premises** The tenant shall maintain the premises in a clean and neat condition and at all times comply with an occupant's obligations under article II of the Massachusetts State Sanitary Code.
- 8a. **Waste of Utilities** Tenant shall make every reasonable effort to conserve the use of utilities supplied and paid for by the landlord, and shall not waste the same.
- 8b. **Damage** Tenant shall use all appliances, fixtures and equipment in a safe manner and only for the purpose for which they are intended, and shall not litter, destroy, deface, damage or remove any part of the dwelling unit, common areas or grounds. Tenant shall pay amounts due for repairs for property damage, reasonable wear and tear excepted, caused by the intentional or negligent conduct of the tenant, a member of the tenant's household, relatives, invitees, guests or agents upon receipt of a bill from landlord. The written bill shall include items of damage, the corrective action taken, and the cost thereof.
9. **Alterations** No substantial alteration, addition, or improvement shall be made by tenant in or to the dwelling unit without the permission of landlord in writing. Such consent shall not be unreasonably withheld, but may include the tenants agreeing to restore the dwelling unit to its prior condition before moving out.
- 9a. **Locks** Tenant shall not change, alter, replace or add new locks without written consent of the landlord. Any locks so permitted to be installed shall become property of the landlord and shall not be removed by Tenant. The Tenant shall promptly give a duplicate key to any such changed, altered or new lock to Landlord.
10. **Noise** Tenant agrees not to allow on his/her premises any excessive or other activity which disturbs the peace and quiet of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.
11. **Subleasing** Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord. Such consent shall not be withheld without good reason. This paragraph shall not prevent Tenant from having guests for reasonably short periods of time.
12. **Termination** Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him/her, and leave the premises as clean as he/she found them, normal wear and tear and damage done by unavoidable casualty excepted, and return all keys to Landlord immediately upon vacating. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the Landlord may sell or otherwise dispose of same without liability to the Tenant.
13. **Permission for Landlord to Enter Unit** Tenant agrees to allow Landlord or its agents to enter the dwelling upon reasonable advance notice in order to inspect the premises, to exterminate for pests, to make repairs or to show the premises to prospective tenants, purchasers, mortgages, or their agents. The Tenant will not be unreasonable in denying entry. Landlord may also enter the premises without prior consent if it appears to have been abandoned by the Tenant or in case of emergency, and as otherwise permitted by law or court order.

### Landlord Agrees

14. **Maintenance of Dwelling** the Landlord agrees to maintain the premises in a structurally sound condition and to otherwise comply with an Owner's obligations under article II of the Massachusetts State Sanitary Code. Substantial violations of the State Sanitary Code shall constitute grounds for abatement of rent.
15. **Destruction of Premises** If the premises are rendered inhabitable by fire, flood, or other natural disaster during the term of this agreement, this agreement shall thereupon be terminated.

16. **Repairs** Landlord specifically agrees to complete the following repairs by the following dates:

REPAIR

DATE

17. **Termination** Landlord shall not terminate this lease except for serious or repeated breach of Tenant’s obligations hereunder. In cases of nonpayment of rent, Landlord may terminate the tenancy by a 14-day notice to vacate. In all other cases, Landlord may terminate the tenancy by a 30 written notice to vacate. Notwithstanding the foregoing, the Landlord may immediately terminate this lease for any act or conduct of the Tenant, household member or guest which entitles the Landlord to evict or enjoin the Tenant under Massachusetts General Laws, Chapter 139, Section 19.

18. **Additional Provisions**

**ATTACHMENTS**

19. Tenant agrees to obey the Rules and Regulations which are attached to this lease and made a part thereof, which Landlord reserves the right to amend or supplement at any time.

**CHANGES**

20. No changes or additions to lease shall be made except by written agreement between Landlord and Tenant. This lease and any attachments represent the entire agreement between Landlord and Tenant.

21. WHEREFORE, We, the undersigned, agree to this lease, by signing two copies (one to be kept by Tenant and one by Landlord).

**LANDLORD**

**TENANT(s)**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

# Addendum

## **Rent:**

Lessees agree and understand that rent is due on or before the 1<sup>st</sup> of the month. All checks must have apartment address in the memo line. If at all possible, rent will be sent in together.

## **Trash/Recycling:**

Lessees agree to have all trash in the required Worcester City trash bags and put out for collection on the regularly scheduled day for pick up. All recycling will be put out in open bins at the same time.

## **Noise/Parties:**

Lessees agree that there will be no loud, open parties\* and doing so can be cause for eviction at the discretion of the owner.

\*i.e.

- 1) Complaints from neighbors for excessive noise after 11pm
- 2) Police visits, Campus or Worcester
- 3) Congregation of visitors consuming alcohol in common areas and/or outside

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## PARENTAL GUARANTOR FORM

GUARANTOR FOR: \_\_\_\_\_

Apartment being rented: \_\_\_\_\_

Please have your parents sign and send the original.

I/we the undersigned do hereby agree to submit ourselves to the jurisdiction of the courts of Massachusetts and further covenant and agree that this lease shall be governed by the laws of the Commonwealth of Massachusetts.

In executing the within lease agreement, it is my/our intention to be personally bound and covenant to faithfully perform all of the terms, conditions, covenants and obligations contained herein.

I/we, do hereby further acknowledge that the within lease agreement is a Massachusetts contract for the use of the demise premises and that the undersigned acknowledge(s) that such use creates exclusive personal jurisdiction under Massachusetts General Laws, Chapter 23A, section 3, in the Commonwealth of Massachusetts.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

SIGN : \_\_\_\_\_