

## RESIDENTIAL LEASE

**USCIS Government of United Estates**, Boston Ma ((DELL Realty Associates) hereinafter "Lessor"), hereby leases to **Worcester Ma** (hereinafter "Lessee"), the following premises: 149 Barnard st Worcester Ma 01606.

(hereinafter "Leased Premises"), for a period of MONTH TO MONTH commencing August 1, 2018.

LESSOR AND LESSEE DO HEREBY FURTHER COVENANT AND AGREE that during the term of this Lease, all terms, covenants, conditions and agreements contained herein shall remain in full force and effect.

- DEFINITIONS.** The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors in interest, representatives and assigns, agents, servants and employees where such persons may be applicable; and shall apply to Lessor or Lessee regardless of gender, number, corporate entity, trust or other body or identity. If more than one party shall sign as Lessee hereunder, then the covenants, conditions and agreements of Lessee contained herein shall be the joint and several obligations of each such party signing below.
- RENT.** Lessee shall pay rent to Lessor for the Leased Premises as follows: Rent for the term shall be Eighteen Thousand (\$18,000.00) Dollars, said sum payable unless otherwise provided herein in 12 installments of \$1,500.00 per month to be paid on or before the first day of each such month in advance for such time as this Lease shall remain in full force and effect. There shall be a late charge of \$50.00 assessed LESSEE for any payment past due more than thirty (30) days.
- DELIVERY OF PREMISES.** In the event Lessor, through no fault of Lessor, shall be unable to deliver the Leased Premises to Lessee at the time herein designated, the rent therefor shall be abated on a pro rata basis until such time as occupancy can be obtained and which abatement shall constitute full settlement of all damages caused by such delay; or Lessor, at Lessor's election, shall be allowed reasonable time to deliver possession of the Leased Premises to Lessee, and if he cannot deliver such possession to Lessee within 30 days from the commencement of the term specified herein, either Lessor or Lessee may elect to terminate this Lease by such terminating party's giving written notice thereof to the other and any payment made under this Lease shall be forthwith refunded by Lessor to Lessee. Lessee herewith authorizes and empowers Lessor to institute such proceedings as may be necessary and appropriate to recover possession of the Leased Premises on behalf of, and in the name of, Lessee.
- UTILITIES.** Lessee shall pay for electricity and fuel oil/gas for his property if applicable. Also tenants are require to do they own landscape and snow removal.
- MAINTENANCE AND REPAIRS.** Lessee shall be responsible for maintenance of the common areas to which Lessee shall have right of access, including, but not limited to, halls

or other common areas or passageways. Lessee shall remove snow from the drive, walkways and sidewalks. Lessee shall maintain landscaping including lawn cutting and maintenance.

Lessee agrees with Lessor that, during the term of this Lease and for such further time as Lessee shall hold the Leased Premises or any part thereof, Lessee shall at all times keep and maintain the Leased Premises and all equipment and fixtures therein or used in connection therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning hereof, or that may be installed, added, substituted or replaced during the term hereof, reasonable wear and tear and damage by unavoidable casualty only excepted. Lessor and Lessee agrees to comply with any responsibility which either may have under applicable law to perform repairs upon the Leased Premises. If Lessee shall fail within a reasonable time, or shall improperly make such repairs, then Lessor may, at Lessor's sole discretion, make such repairs and Lessee shall reimburse Lessor for the reasonable cost of such repairs in full upon demand.

6. **CARE OF PREMISES.** Lessee shall not paint, decorate, remodel or otherwise embellish or change, and shall not make or suffer any additions or alterations to be made in or to the Leased Premises without the prior written consent of Lessor; nor make or suffer any strip or waste, nor suffer heat or water to be wasted, and at the termination of this Lease shall deliver up the Leased Premises and all property belonging to Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, clothes dryer, air conditioning unit, space heater, television or other antennae, aerials or satellite dishes, or other like equipment shall be installed without the prior written consent of Lessor. No waterbeds shall be permitted in the Leased Premises without the prior written consent of Lessor.
7. **CLEANLINESS.** Lessee shall maintain the Leased Premises in clean and sanitary condition. Lessee shall not sweep, throw or dispose of, nor permit to be swept, thrown or disposed of, from said premises or from any doors, windows, balconies, porches, roofs, verandas, patios, terraces or other parts of said premises or the building or land in and upon which said premises are situate, any dirt, trash, waste, rubbish, debris or other substance or article upon or into any other parts of said building or said land, nor in or upon buildings or lands adjacent thereto, except in proper receptacles and in accordance with the rules of Lessor and the municipality or other authorities having jurisdiction over same.
8. **DISTURBANCE AND UNLAWFUL USE.** Neither Lessee nor Lessee's family, friends, relatives, invitees, visitors, agents, servants and employees where such persons may be applicable 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 quiet enjoyment of Lessor or of 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, balconies, porches, roofs, verandas, patios, terraces or other parts of said premises or placed upon the exterior windowsills thereof. At all times when in the common areas, Lessee shall be appropriately dressed.

9. **PLUMBING.** Bathrooms, disposals and waste pipes shall not be used for any purposes other than those for which they were intended and constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into same. Any damage to the Leased Premises or appurtenances thereto, or to any other building or part thereof caused by the misuse of such equipment as aforesaid shall be borne by Lessee by whom or upon whose premises it shall have been caused unless caused by the negligence of Lessor or by the negligence of an independent contractor employed by Lessor.
10. **EMINENT DOMAIN.** In the event that the Leased Premises, or any part thereof, or the whole or any part of the building of which the Leased Premises are a part, shall be taken for any purpose by exercise of the power of eminent domain; or by condemnation; or by action of the municipality or other authorities having jurisdiction over same; or shall receive any direct or consequential damage for which Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution of this Lease and during the term hereof, then, at the option of either Lessor or Lessee, this Lease and said term as designated herein shall terminate and such option may be exercised in the case of any such taking, notwithstanding that the entire interest of Lessor and Lessee may have been divested by such taking. Either Lessor or Lessee may exercise said option to terminate by such exercising party's giving written notice thereof to the other of the exercise of said option to terminate in the manner described in Section 17 of this Lease. Said option to terminate shall not be exercised by either party (a) before the effective date of said taking, nor (b) after thirty (30) days following the effective date of said taking. The mailing of the notice of exercise as set forth herein shall be deemed to be the exercise of said option; and upon the giving of such notice, this Lease shall be terminated as of the date of said taking. If this Lease and said term shall not be so terminated, then in the event of any such taking or destruction of, or damage to, the Leased Premises wherein the same or any part thereof are rendered unfit for use and occupancy, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the Leased Premises, shall be suspended or abated. In the event of such taking, that which may remain of the Leased Premises shall be restored to proper condition for use and occupancy. Lessee hereby assigns to Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with Lessor that Lessee will from time to time execute and deliver to Lessor such further instruments of assignment of any such claims and demands as Lessor shall request, provided however that Lessee shall not assign to Lessor any claim based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written consent.
11. **FIRE AND OTHER CASUALTY.** If the Leased Premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty following the execution of this Lease and during said term, then this Lease and said term shall terminate at the option of Lessor by notice to Lessee in the manner described in Section 17 hereof. If this Lease and said term shall not be so terminated, then in case of any such destruction of, or damage to, the Leased Premises, or to the common areas of the building customarily used by Lessee for access to and egress from the Leased Premises, rendering the same or any part thereof unfit for use and occupancy, a just

proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the Leased Premises, shall be suspended or abated until the Leased Premises shall have been restored to proper condition for use and occupancy. If the Leased Premises or such common areas have not been so restored by Lessor to substantially their former condition for use and occupancy within thirty (30) days following the damage having occurred, Lessee may terminate this Lease by giving notice to Lessor in the manner described in Section 17 of this Lease within thirty (30) days following the termination of the thirty (30) day period within which Lessor shall have failed so to restore the Leased Premises. If either party shall give notice of that party's intention to terminate under this section, this Lease shall be so terminated on the last day of the then-current monthly rental period.

12. **GOVERNMENTAL REGULATIONS.** Lessor shall be obligated to fulfill all of Lessor's obligations hereunder to the best of Lessor's ability but Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because Lessor shall be unable to supply or shall be delayed in supplying any service or shall be unable to make or shall be delayed in making any repairs, additions, alterations or decorations, or shall be unable to supply or shall be delayed in supplying any equipment or fixtures, if Lessor shall have been prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency having jurisdiction over the Leased Premises which shall be beyond Lessor's reasonable control.
13. **COMMON AREAS.** No receptacles, bicycles, vehicles, carts, carriages, baby carriages, sporting equipment or other articles or obstructions shall be placed in the halls or other common areas or passageways.
14. **INSURANCE.** Lessee understands and agrees that it shall be Lessee's own obligation to insure Lessee's personal property.
15. **KEYS AND LOCKS.** Upon expiration or termination of this Lease, Lessee shall deliver all keys to the Leased Premises to the Lessor. Delivery of said keys by Lessee to Lessor, or to any person on Lessor's behalf, shall not constitute a surrender or acceptance of surrender of the Leased Premises unless so stipulated in writing by Lessor. In the event that the exterior door lock or locks to the Leased Premises shall not be in normal working order at any time during the term hereof, and if Lessee shall report such condition to Lessor, then Lessor shall, within a reasonable period of time following receipt of said notice from Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, substituted or replaced, nor shall new locks be added by Lessee without the prior written consent of Lessor. Any locks so permitted to be installed shall become the property of Lessor and shall not be removed by Lessee. Lessee shall promptly give a duplicate key to any such changed, altered, substituted, replaced or new lock or locks to Lessor.
16. **LOSS OR DAMAGE.** Lessee agrees to indemnify and hold Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the Leased Premises by Lessee, Lessee's family, friends, relatives, invitees, visitors, agents, servants and employees where such persons may be applicable, or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building of

which the Leased Premises shall be a part within the control of Lessee shall be at the sole risk of Lessee. Subject to provisions hereof or of applicable law, Lessor shall not be liable for damage to, or for loss of, property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators or other cause, while on the Leased Premises or in any storage space within the building of which the Leased Premises shall be a part or for any personal injury unless caused by the negligence of Lessor.

17. **NOTICES.** Written notice from Lessor to Lessee shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to Lessee at the address of the Leased Premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed by, or if so delivered or left, that such notice has been delivered to or left with, Lessee or someone expressly or impliedly authorized to receive messages for Lessee, or by any adult who resides with Lessee in the Leased Premises. Written notice from Lessee to Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to Lessor at Lessor's address set forth in the first paragraph of this Lease unless Lessor shall first have notified Lessee of a change of Lessor's address, in which case such notice shall be so sent to such changed address of Lessor, provided that the receipt therefor has been signed by Lessor or someone expressly or impliedly authorized to receive messages for Lessor. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.
18. **OTHER REGULATIONS.** Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purposes and provisions of this Lease, as shall from time to time be established by Lessor in the future for the safety, care, cleanliness or orderly conduct of the Leased Premises and the building of which they are a part, and for the benefit, safety, comfort and convenience of all occupants of said building.
19. **PARKING.** Subject to the following exceptions, parking on the premises of Lessor is for one passenger car at a spot directed by LESSOR.
20. **PETS.** No dogs, cat, or others pets shall be kept in or upon the Leased Premises without Lessor's written consent and consent so given may be revoked at any time.
21. **RIGHT OF ENTRY.** Lessor may enter upon the Leased Premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers or mortgagees. At Lessor's election, and upon twenty-four (24) hours' written notice in the manner described in Section 17 of this Lease, Lessor may enter to paint, clean or redecorate the Leased Premises, or inspect or replace all pipes, wires and plumbing and heating equipment. Lessor may also enter upon said premises if same shall appear to have been abandoned by Lessee or as otherwise may be permitted by law.
22. **BREACH OR NON-PERFORMANCE BY LESSEE.** If Lessee shall fail to comply with any lawful term condition, covenant, obligation or agreement expressed herein, or if the Leased Premises shall appear to be abandoned, then, and in any of such cases as aforesaid and notwithstanding any license or waiver of any prior breach of any of the said terms,

conditions, covenants, obligations or agreements expressed herein or implied hereunder, Lessor, without necessity or requirement of making any entry, may, subject to Lessee's rights under applicable law, terminate this Lease by:

- a. Thirty (30) days' written notice to Lessee to vacate said Leased Premises in case of any breach except only for non-payment of rent, or
- b. fourteen (14) days' written notice to Lessee to vacate said Leased Premises upon the neglect or refusal of Lessee to pay rent in accordance with the terms provided herein.

Any termination under this section shall be without prejudice to any remedies which might otherwise accrue to Lessor to be used for collection of arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements expressed herein or implied hereunder.

23. **LESSEE'S COVENANTS IN EVENT OF TERMINATION.** Lessee covenants that in case of any termination of this Lease by reason of default of Lessee, then, at the option of Lessor:

Lessee covenants that Lessee shall indemnify Lessor from and against any loss and damage sustained by reason of any termination caused by default of, or breach by, Lessee. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rents; attorney's fees incurred in obtaining a judgement of possession and/or damages, reasonable broker's commissions for the re-letting of the Leased Premises; advertising costs; reasonable costs incurred in cleaning, repainting and restoring the Leased Premises in order to re-let same; and any and all moving and storage charges reasonably incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.

Lessor shall also be entitled to any and all other remedies provided by law, all rights and remedies being deemed cumulative and not exclusive.

24. **REMOVAL OF GOODS.** Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of, or damage to, Lessee's goods or effects and Lessor's act of so removing such goods or effects shall be deemed to be the act of, and for the account of, Lessee; provided, however, that if Lessor shall remove Lessee's goods and effects, Lessor shall comply with all applicable laws, and shall exercise due care in the handling of such of Lessee's goods and effects to the fullest practical extent allowable under the circumstances.
25. **NON-SURRENDER OF LEASED PREMISES.** Neither the vacating of the Leased Premises by Lessee, nor the delivery of keys to Lessor shall be deemed a surrender or an acceptance of surrender of the Leased Premises, unless so stipulated in writing by Lessor.
26. **SUBLETTING; NUMBER OF AUTHORIZED OCCUPANTS.** Lessee shall not assign, sublet or otherwise underlet any part of, or the whole of, the Leased Premises, nor shall Lessee permit the Leased Premises to be occupied for a period longer than a temporary visit by persons other than those individuals specifically named in the first paragraph of this

Lease, their spouses and any children born to, or lawfully adopted by, them during the term of this Lease without first obtaining on each occasion the consent in writing of Lessor.

- 27. **WAIVER.** The waiver of one breach of any term, condition, covenant, obligation or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.
- 28. **SEPARABILITY CLAUSE.** If any provision of this Lease, or portion of such provision, or the application thereof to any person or circumstance in connection therewith shall be held to be invalid, the remainder of this Lease, or the remainder of such provision, and the application thereof to other persons or circumstances in connection therewith shall not be affected thereby.
- 29. **COPY OF LEASE.** Lessor shall deliver a copy of this Lease, duly executed by Lessor or by Lessor's authorized agent, to Lessee within thirty (30) days after a copy hereof, duly executed by Lessee, has been delivered to Lessor or Lessor's authorized agent.
- 30. **SECURITY DEPOSIT.** \$1~~XXXXX~~ Government never received security deposit
- 31. **LAST MONTHS RENT.** There is 1,500.00 last month rent.
- 32. If in event of bed bugs infestation is tenant's responsibility to professionally remove and treat.
- 33. If trash is left on common areas for more then 12 hrs will be a fee of 50.00 per clean each time.

**IN WITNESS WHEREOF**, the said parties hereto set their hands and seals on the day and year first above written, and Lessee as an individual state under the pains and penalties of perjury that said Lessee is over the age of 18 years.

Witness		Lessor / Landlord
Witness		Lessee / Tenant