



Zoning Board of Appeals
Approved, October 29, 2020
ZBA FY2020-39

Housing Management Resources
16C North Maple St
Florence, MA 01062
Phone: 413-570-4916
TTY: 1-800-439-2370
Fax: 413-570-4921

Valley Community Development Corporation

Amherst Studio Apartments 132 Northampton Road, Amherst **SAMPLE LEASE**

LEASE made date by and between Amherst Studio Apts. c/o HMR, 132 Northampton Road, Amherst, MA, Hampshire County, Massachusetts (hereinafter referred to as "the Landlord"), and (hereinafter referred to as "the Tenant").

- 1. Apartment Location:** 132 Northampton Road, Unit #__, Amherst, MA 01002
- 2. TERMS:** The term of this Lease commence date and end date or until sooner terminated by breach of the terms and conditions of the Lease. The Landlord may terminate the Lease upon giving a thirty (30) day notice to quit for any reason, including non-payment of rent.
- 3. RENT:** The total rent is \$_____ per month, payable in monthly installments of which is due by tenant on the first day of each and every month of the said term.
- 4. SECURITY DEPOSIT:** Upon signing the Lease the Tenant agrees to pay a security deposit equal to one month of the tenant's portion of the rent. Your security deposit is \$_____. The security deposit must then be deposited in an escrow account earning the current interest rate. The name and location of the bank and the account number must also be given to the tenant. Failure of a Landlord to furnish this information within thirty (30) days of receipt will entitle the tenant immediate return of said deposit. The security deposit shall be returned to the Tenant in accordance with the Massachusetts General Laws thirty (30) days after termination of this Lease. If the Landlord deducts from the deposit any amount for damage beyond ordinary wear and tear, such deductions must be supported by bills or estimates for repairs and unpaid rent. **SECURITY DEPOSIT SHALL NOT BE USED AS LAST MONTH'S RENT** without specific written consent from the Landlord.
- 5. INSPECTION BY TENANT:** The tenant has inspected the Property and accepts the same AS IS. Landlord shall be under no obligation to improve the Property except as provided by law. A Statement of Condition of Property has been issued to the Tenant and is incorporated herein by this reference. Copy of the form of statement is attached hereto.
NOTE: LANDLORD IS NOT RESPONSIBLE FOR LOSS OR THEFT OF TENANT'S VALUABLES.
- 6. DAMAGES, REPAIRS AND INSPECTION BY LANDLORD:** The Tenant agrees to be responsible for any damage caused to the Property by the Tenant ***or any person under the control of the Tenant or in the Property with the consent of the Tenant, reasonable wear and tear excluded.*** The Landlord shall have the right to enter and inspect the Property and to make repairs or necessary improvements and to show the Property to prospective tenants. **The Landlord or its representative shall arrange for access with the Tenant in advance so as not to unreasonably disturb the Tenant. In emergencies and to effect urgent repairs, advance notice will not be required.**





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7. HOUSE RULES AND TENANT'S OBLIGATIONS: The Tenant understands that breaking the following house rules may result in nullification of the Lease and possible eviction. The Tenant agrees, and has separately acknowledged in writing, that breaking rules stated in the **Tenant Handbook** (attached to this Lease) may result in nullification of the Lease and possible eviction. Knowing this, the tenant agrees:

- a) to use the Property as a residence and not as a business (or storage room) and to maintain the Property in a clean, neat and undamaged condition at all times. No one other than the Tenant named herein shall occupy the Property;
- b) to keep the Property in good repair and condition and to pay for damage caused to the Property as provided in paragraph six (6) within five (5) days of presentation of an itemized statement of such damage and the cost of repair; **NOTE:** Resident shall not permit any unusual or objectionable odors to permeate or emanate from the unit;
- c) to be liable for any loss or damage to personal property of the Tenant except if damage is caused by the Landlord's gross negligence. The Tenant understands and agrees that it shall be their obligation if they wish to insure their own personal property through renter's or tenant's insurance (available everywhere and not terribly expensive);
- d) to place garbage and refuse in proper containers to prevent any unsanitary conditions from arising on the Property;
- e) to give prompt notice to the Landlord of any necessary maintenance or repairs in writing or in emergencies by telephone;
- f) to make no alteration, addition, repair or improvement in or to the Property without the prior permission of the Landlord in writing (the Landlord agrees not to unreasonably refuse any such request but may impose additional requirements as a precondition to permission). All alterations, additions, repairs or improvements built, constructed or placed on the property, shall, unless otherwise provided by written agreement, become the property of the Landlord and remain on the Property at the expiration or sooner termination of this Lease;
- g) to use all appliances and fixtures provided by the Landlord in the proper manner and not to add or relocate any appliances or equipment without prior written permission of the Landlord;
- h) to not bring waterbeds or similar furnishings to the property, except upon the express written consent of the Landlord;
- i) to expressly respect the rights of others to live in a quiet and peaceful environment;
- j) to conserve energy costs through reasonable use of all facilities and utilities;
- k) to keep or have on the Property no article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire in the Property or that might be considered hazardous or extra-hazardous by any responsible insurance carrier; to keep unit from excessive piling of clutter, boxes, papers/newspapers and other articles which might be deemed dangerous to tenant(s) and a possible fire hazard;





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NOTE that: Halls, entryways, stairwells, stairways, attics, basements, backyard, cellars and/or other common areas **are not storage areas** unless so designated in writing. Storage in these areas is not permitted. Personal property placed or left in these areas (or any common area) is not permitted. Personal property placed or left in these areas may be disposed of at Landlord's option at Tenant's expense. The Landlord is not responsible for any items left in common areas. **NOTE THAT** personal property or furniture left after tenant moves out of the premises shall be treated as abandoned property and **may** be disposed of by Landlord at Tenant's expense or as Landlord sees fit.

- l) to keep no unregistered or unused vehicles/motorcycles stored upon or around the Property. Tenant understands that such vehicles will be towed at the Tenant's expense. ALSO no repairs of any vehicles/motorcycles upon or around the property permitted at any time;
- m) not to take or keep drugs on or around the premises. Tenant agrees not to bring guests to the house that are under the influence of drugs or alcohol or that have such in their possession;
- n) no guests are permitted in the house after 10:00 p.m. No overnight guests are permitted on the premises unless tenant has received prior approval from Landlord. No overnight guest may stay more than 3 consecutive nights. Landlord reserves the right to deny or discontinue permission for overnight guests should there be problems arising from such guests. ABSOLUTELY no persons permitted in the house who have been served with a Trespass Order by Valley CDC or who have been evicted by Valley CDC

Failure to observe the foregoing provisions of the Lease shall operate to terminate this Lease for the breach thereof at the sole option and discretion of the Landlord and any waiver of any breach at any time shall not constitute a waiver of any subsequent breach and Landlord is not required to give notice thereof to the Tenant except as required by law.

8. **RECERTIFICATION OF INCOME:** At least annually, Tenant will provide to Owner all information requested for the purpose of determining continued eligibility under the affordability restrictions imposed by the LIHTC (tax credit) program, Housing Stabilization Fund, and/or any other subsidy program which requires certification of income and/or other eligibility. Tenant will be required to sign any income verification or other related forms. Such information will include, at minimum, verification of total household income and names and ages of all persons living in the apartment. Failure to provide this information will be considered a material violation of this lease and may result in eviction. In addition, the Tenant understands and agrees to notify the Management Agent within 30 days of any permanent change in the number of persons living in the household. All units at 132 Northampton Road units are designed for single person occupancy.

9. **LANDLORD'S OBLIGATIONS:** The Landlord agrees:

- a) to maintain in good safe working order the electrical, plumbing, sanitary and other facilities and appliances supplied by the Landlord;
- b) to maintain the Property in a structurally sound condition and to comply with applicable local and state laws, codes, and ordinances;
- c) to allow the Tenant to peaceably hold and enjoy the Property during the Lease Term without interruption, except in the case of the Tenant's breach of the Lease.

10. **ASSIGNMENT AND SUBLETTING:** The tenant shall not assign or sublet the Property during the Lease Term without the prior written consent of the Landlord.



11. **PETS:** Absolutely no pets and/or visiting pets allowed at any time under any circumstances. Service animals must be documented and approved by Landlord prior to being allowed on the property: Your initials _ _ _ _ _

12. **RECISSION:** If the Landlord shall be unable to give the Tenant occupancy of the Property at the commencement of the Lease Term for any reason or if damage by fire or other casualty renders the Property uninhabitable, then this Lease shall terminate at the election of either party.

13. **NOTICE:** Notice to the Landlord shall be deemed given if mailed or delivered to the Landlord or its officer or agent at such address as shall be designated in writing. Notice to the Tenant shall be deemed given if mailed or delivered to the tenant at the address of the property. All notices must be in writing. Oral communications are not effective as notice. FAILURE to give appropriate notice may result in loss of security deposit.

14. **SURRENDER OF PROPERTY:** At the expiration of the Lease Term, the Tenant shall quit and surrender the Property in as good state and condition as it was at the commencement of this Lease, with the exception of reasonable use and wear and damage by the elements.

15. **HOLDOVER BY TENANTS:** Should the Tenant remain in possession of the Property with the consent of the Landlord after the actual expiration of this Lease or any renewal thereof, a new tenancy at will shall be created between the parties, which shall be subject to all the terms and conditions of the Lease, but shall terminable by either party upon thirty days' written notice.

16. **EVICTON AND COLLECTION:** All eviction and collection proceedings shall be in accordance with Massachusetts law. If this Lease is terminated for breach of its terms or in the event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred.

17. **UTILITIES:** The Landlord shall provide the following utilities included in the Tenant's rent: Heat, Hot Water, Air Conditioning, Electricity, Water, and Sewer. The Tenant shall be responsible for any phone, internet, or cable TV service charges. Landlord shall provide trash removal, landscaping, and snow removal.

18. **ADDITIONAL PROVISIONS AND CHANGES:** Additional provisions, if any, shall be attached, initialed and dated by both parties, and shall become part of this Lease. No changes or additions to this Lease shall be made except by written agreement between the parties. This Lease and any attachments represent the entire agreement between the Landlord and the Tenants.

19. **COPY OF LEASE TO TENANTS:** The Landlord will provide the Tenant with a signed copy of this agreement, including all appendices, within thirty days of Tenant signing the agreement.

NOTE: No drinking in the common areas of the premises by tenant or guests at any time. No drunken behavior on the premises. No guests under the influence of alcohol at any time. Our objective is to create a safe, secure, and home-like atmosphere.

**CRIMINAL BEHAVIOR OF ANY KIND AND/OR THREATENING
OR VIOLENT BEHAVIOR OF ANY KIND WILL BE CONSIDERED
AS POSSIBLE GROUNDS FOR IMMEDIATE EVICTION.**

I certify that I have read this document carefully, It is clear to me (and I understand) that by signing this Lease I am agreeing to abide by all the rules of the house. I also certify that before signing this Lease, the Property Manager explained each and every rule to me and asked me if I had any questions or concerns.

Please Note: "It is the tenants' responsibility to maintain and keep the smoke detector(s) operational at all times. Circuit breakers are to remain in the "on" position and batteries



kept in place at all times. Should the tenant disconnect the smoke detector, management assumes no responsibility for any resulting damage. It is essential the detector be kept operational."

IN WITNESS THEREOF, the parties have executed this Lease first above written.

Tenant Signature

Property Manager

IN CASE OF EMERGENCY PLEASE CONTACT:

Name: _____ Relation: _____

Address: _____

Telephone Number PLUS Area Code: _____





State Funding Lease Addendum

This must be completed for all state funded units (HOME, IIF, HSF, AHT, etc.)

- 1) The tenant has been offered a one-year lease term**
- 2) Prohibited lease terms.** The lease **MAY NOT** contain any of the following provisions:
 - a) Agreement to be sued. Agreement by the tenant to be sued, to admit guilty, or to take a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - b) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of the household members without notice to the tenant and a court decision on the rights of parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with the state law ;
 - c) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - d) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice of the tenant;
 - e) Waiver of legal proceeding. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - f) Waiver of jury trial. Agreement by the tenant to waive any right to a trial by jury;
 - g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
 - h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees and other legal costs even if the tenant wins in a court proceeding by the owner against tenant. The tenant, however, may be obligated to pay costs if the tenant loses.





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- i) to expressly respect the rights of others to live in a quiet and peaceful environment;
- j) to conserve energy costs through reasonable use of all facilities and utilities;
- k) to keep or have on the Property no article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire in the Property or that might be considered hazardous or extra-hazardous by any responsible insurance carrier; to keep unit from excessive piling of clutter, boxes, papers/newspapers and other articles which might be deemed dangerous to tenant(s) and a possible fire hazard;





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Name: _____ Relation: _____

Address: _____

Telephone Number PLUS Area Code: _____





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 - g) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
 - h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees and other legal costs even if the tenant wins in a court proceeding by the owner against tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

