

**STANDARD FORM APARTMENT LEASE
(FIXED TERM)**

The Trustees of Boston University
Real Estate Office (617) 353-4101
19 Deerfield Street, Boston, Massachusetts 02215
Lessor, Hereby leases to:

«Tenant_1»
«Tenant_2»
«Tenant_3»
«Tenant_4»
«Address» «Unit»
«City_State_Zip»

Lessee, who hereby hires the following premises, via: (apartment) «Unit» at «Address» (consisting of) «Description» for the term of «length_of_lease», beginning «Start_of_lease» terminating on «End_of_lease». The rent to be paid by the Lessee for the leased premises shall be as follows:

The term rent shall be «Annual_Rent» payable, except as herein otherwise provided, in installments of «Monthly_Rent», on the first day of every month, in advance, so long as this lease is in force and effect. Monthly rent checks are required to be mailed to: Boston University, P.O. Box 22, Medford MA 02155-0001. The check should be made out to "Trustees of Boston University" and include the rental account number written on the check.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

That during the term of this Lease and for such other and further period as the said Lessee shall occupy the said premises, all of the terms, covenants and conditions contained herein shall remain in full force and effect.

1. MAINTENANCE Real Estate Maintenance Department.
2. UTILITIES «Utilities». Lessee responsible for all other utilities.
3. CARE OF PREMISES The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, halogen lamps, clothes dryer, Hoover boards, television or other aerials, or other like equipment shall be installed without prior written consent of the Lessor. No waterbeds, candles, incense or any other open flame devices shall be permitted in the leased premises.
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4. CLEANLINESS The Lessee shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, and except in accordance with the rules of the Lessor waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in proper receptacles.
5. DEFINITIONS The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives as assigns, agents and servants; and the words "he," "his," and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.
6. DELIVERY OF PREMISES In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his election, shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within thirty (30) days from the beginning of said term, either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.

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7. EMINENT DOMAIN

If the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purposes by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term, or any extension or renewal thereof, then at the option of either the Lessor or Lessee, this lease and said term shall terminate and such option may be exercised in the case of such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee by giving a written notice of exercise of such option to terminate in the manner described in Section 15 of this lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth herein above 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 the taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same of any part thereof unfit for use and occupation, a just proportion of the rent herein before reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the 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 the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claim based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.

8. FIRE, 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 after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor by notice to Lessee. If this lease and said term are not so terminated, then in case if any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Lessee for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, 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 put in proper condition for use and occupation. If the leased premises of such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty-day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this lease shall terminate on the last day of the then-current monthly rental period.

9. DISTURBANCE, ILLEGAL USE

Neither the Lessee 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 Lessor 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.

10. GOVERNMENTAL REGULATIONS

The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply any or is delayed in supplying equipment or fixtures, if Lessor is prevented or delayed from so doing because of any law or governmental action or any order, rule or regulation of any governmental agency, (other than those regulating rents) which is beyond the Lessor's reasonable control.

11. COMMON AREAS

No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways.

12. INSURANCE

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Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.

13. KEYS AND LOCKS

Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term hereof, and if the Lessee reports such condition to the Lessor, then and in that event, the Lessor shall, within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the Lessor.

14. LOSS OR DAMAGE

The Lessee agrees to indemnify and save the Lessor harmless from liability loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions of applicable law the Lessor shall not be liable for damages to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for personal injury unless caused by the negligence of the Lessor.

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15. NOTICES Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by first class mail, postage prepaid, or if delivered or left in or on any part thereof, provided that if so mailed, or if so delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by first class mail, postage prepaid, to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. Notwithstanding the foregoing notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.
16. OTHER REGULATIONS The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are part, and for the benefit, safety, comfort, and convenience of all the occupants of said building.
17. PARKING Parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor.
18. PETS No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent; and consent so given may be revoked at any time.
19. SMOKING Smoking is prohibited in the entire building in which the leased premises are located, including any common areas.
20. PLUMBING The water closets, disposal, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweeping rubbish, rags or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused, unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
21. REPAIRS The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used 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 of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable costs of such repairs in full, upon demand.
22. RIGHT OF ENTRY The 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. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by the Law.
23. NON-PERFORMANCE OR BREACH BY LESSEE If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee'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 of the said terms, conditions, covenants, obligation, or agreements, the Lessor, without necessity or requirement of making any entry, may (subject to the Lessee's right under applicable law) terminate this lease by: 1. a seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach except only for non-payment of rent, or 2. a fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as 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.
24. LESSEE'S COVENANTS IN EVENT OF TERMINATION The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of the Lessor:
(A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof exceed the fair rental value of said premises for the remainder of the term or any extension or renewal thereof; and
(B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Lessee. Lessor's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased premises; advertising costs, the reasonable costs incurred in cleaning and repainting the premises in order to re-let the same; and moving and storage charges incurred by the Lessor in moving Lessee's belongings pursuant to eviction proceedings.
(C) At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date. Lessor shall also be entitled to any and all remedies provided by law. All rights and remedies are to be cumulative and not exclusive.
25. 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 the 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 the Lessor removes the Lessee's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.
26. NON-SURRENDER Neither the vacating of the premises by Lessee, nor the delivery of keys to the Lessor shall be deemed an acceptance or a surrender of the leased premises, unless so stipulated in writing by Lessor.

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27. SUBLETTING, NUMBER OF OCCUPANTS The Lessee shall not assign nor underlet any part or the whole of the leased premises, nor shall permit the leased premises be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph of this lease, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.
28. TRUSTEE In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches and equipment.
29. 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 term, condition, covenant, obligation, or agreement or any subsequent breach thereof.
30. SEPARABILITY CLAUSE If any provision of this lease or portion of such provision or the application thereof to any person or circumstances is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
31. COPY OF LEASE The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.
32. REPRISALS PROHIBITED The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.
33. RENT ADJUSTMENT The monthly rental amount may be adjusted with one month's notice during the lease term according to any assessment of fees or any adjustment of rent by the Boston Rent Equity Board.
34. LEAD PAINT CERTIFICATION Pursuant to the Massachusetts Lead Law, the Lessee certifies that the Lessee has received the following (check all received):
 Tenant Lead Law Notification (see addendum) Risk Assessment Report
 Lead Inspection Report Letter of Interim Control
 Letter of Compliance

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint. The Tenant Lead Law Notification is also available from the Childhood Lead Poisoning Prevention Program in the following languages: Cambodian, Chinese, Haitian Creole, Laotian, Portuguese, Spanish, and Vietnamese. The Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program (CLPPP) has additional information on a full range of topics related to lead poisoning prevention, tenants' and owners' rights and responsibilities under the Lead Law and Regulations, financial assistance for owners, and safe deleading and renovation work. CLPPP can be reached at 1-800-532-9571. More information is also available from the local lead poisoning prevention program, or the local Board of Health.

35. ADDITIONAL PROVISIONS «Additional_Provisions»

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

TRUSTEES OF BOSTON UNIVERSITY
Real Estate Office

Lessee

Lessor

Trustee or Agent

Gregory Wheeler, Associate Director/Rental Operations

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee to the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all suretyship defenses and defenses in the nature thereof and assent to any and all extension and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Lessee.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

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ADDENDUM TO STANDARD FORM APARTMENT LEASE

LESSEE: «Tenant_1»
«Tenant_2»
«Tenant_3»
«Tenant_4»
ADDRESS: «Address» «Unit»
FROM: «Start_of_lease»
TO: «End_of_lease»

1. If there is more than one Lessee designated by this lease, the Lessees acknowledge that they are each jointly and severally liable for this lease agreement. (Each Lessee is responsible for the entire rental amount for the entire term of this lease).
2. The Lessee shall pay to the Lessor the following additional charges:
 - (A) A Security Deposit equal to one month's rent which will be returned to the Lessee within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely, together with all of his possessions, whichever shall last occur, after deducting any unpaid rent or other charges due and reasonable amount necessary to repair any damage caused to the premises with the Lessee's consent, reasonable wear and tear excluded. **This deposit is not to be considered prepaid rent.**
 - (B) A \$50.00 key deposit, which will be returned to the Lessee provided that all keys are returned to the Lessor within 24 hours after the leased premises are vacated.
 - (C) A \$10.00 charge for each lost, stolen, or misplaced key.
 - (D) A \$10.00 service fee for any lock-out requiring the assistance of the Lessor's personnel after normal business hours.
 - (E) An amount not to exceed \$50.00 for any building or apartment lock change (a) requested by the Lessee without any reasonable basis therefore (e.g., security problems, malfunctions, and the like), or (b) required due to negligence or wrongful acts of the Lessee.
 - (F) A \$25.00 Service Fee for each check submitted to the Lessor which is returned or unpaid.
 - (G) Constable fees for service required as a result of the Lessee's default under this lease.
 - (H) Interest at the rate of 18% per year (1 1/2% per month) on rent overdue thirty (30) days or more.
3. **Initial** A request for the termination of this lease prior to the end of the Lease term must be submitted in writing to the Real Estate Office at least thirty (30) days in advance of the requested termination date (Leases may only be terminated on the last day of the month). The request must be accompanied by an early termination fee in an amount equal to two months' rent.

If this premature lease termination results in a rent loss to the Lessor, the total rent obligations to the Lessor will not exceed two months' rent. In the event the apartment is re-rented during the two-month rental obligation period, then a prorated amount predicated on the new occupancy date will be refunded to the Lessee. The Lessee's security deposit may be applied to the Early Termination Rental Obligation if, upon inspection, no damage, other than normal wear and tear, is evidenced in the apartment. Failure to vacate the premises on the agreed-upon date will result in an additional \$100.00 charge for every day the Lessee remains in residence.

4. **Initial** If lessee is responsible for providing and paying for the electricity to the leased premises, it is lessee's responsibility to contact the electricity provider to set up an account with said provider. The account shall commence on the first day of tenancy and terminate on the final day of tenancy. Further, the lessee is responsible for all payments to electricity provider beginning on the first day of tenancy and terminating on the final day of tenancy in the leased premises. The lessor will provide the electricity provider any assistance necessary in obtaining information required with regard to any unpaid electrical bills which could result in possible collections activity.
5. The Lessee shall remove all trash and garbage from the leased premises in tied plastic bags and dispose of such in the dumpster provided by the Lessor. The Lessor may change such disposal procedures upon written notice to the Lessee.
6. Installation of air conditioning units is not permitted unless the Lessee has received written permission from the Lessor. If the cost of the electricity is included in the Lessee's monthly rental fee, the Lessee will be required to pay an additional monthly apartment service charge.
7. Without limiting the general application of the restrictions on use of the leased premises and on assignment and subletting of the leased premises set forth elsewhere in this lease, Lessee agrees that it shall not use the leased premises or any part thereof for the operation of a daycare or babysitting operation, or any operation whereby any minors other than the natural or adopted children of the Lessee are cared for or left in charge of Lessee or any other person.
8. The Lessee's failure to abide by the Lessee's obligations and covenants contained herein or to make payments of the additional charges, if applicable, within thirty (30) days after the Lessor gives the Lessee notice thereof shall be a default under the lease.

LESSOR: TRUSTEES OF BOSTON UNIVERSITY
Real Estate Office

BY: _____ DATE: _____
Gregory Wheeler, Associate Director/Rental Operations

I hereby acknowledge that I have read this Addendum to Standard Form Apartment Lease and agree to the terms and conditions set forth herein.

LESSEE: _____ **DATE:** _____

Initial _____