

# TENANCY AT WILL

Date: \_\_\_\_\_

**LANDLORD:** Trustees of Boston University, Real Estate Management, 19 Deerfield Street, Boston, Massachusetts 02215 (617) 353-4101 rents and the

**TENANT:** «firsttenant», I.D. # «ss», «and» «secondten» hire(s) the

**PREMISES** at «address» «unit», «citystatezip», consisting of «description» at a

**RENT** of «newrent» per month payable on the first day of each month in advance for the

**RENTAL PERIOD** commencing on «startdate».

**RENT PAYMENTS:** 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.

Landlord rents to tenant the premises at the specified rent from rental period to rental period. This tenancy may be terminated by a written notice given by either party to the other before the first day of any rental period and shall be effective on the last day of that rental period, or thirty (30) days after such notice has been given, whichever is longer; provided, however, that in the event of any breach by Tenant of this agreement, Landlord shall be entitled to pursue any and all remedies provided or recognized by applicable law. This tenancy shall be under the following terms and conditions:

1. **CARE OF PREMISES**-The tenant 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 premises without the prior written consent of the Landlord, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at termination shall deliver up the premises and all property belonging to the Landlord in good, clean and tenantable 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 the prior written consent of the Landlord. No waterbeds, candles, incense or any open flame devices shall be permitted in the premises.

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2. **MAINTENANCE**-For maintenance, if other than Landlord contact:

(Name)

(Address)

(Telephone No.)

3. **CLEANLINESS**-Tenant shall maintain the premises in a clean condition and 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, waste, rubbish, or other substance or article into any other parts of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of Landlord.

4. **DISTURBANCE, ILLEGAL USE**-Neither the Tenant nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Landlord 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.

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

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

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7. **HEAT AND OTHER UTILITIES**-The Tenant shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the premises and presently separately metered. The Landlord agrees that he will furnish reasonably hot and cold water and reasonable heat (except to the extent that such water and heat are furnished through utilities metered to the premises as stated above) during the regular heating season, all in accordance with the applicable laws, but the failure of the Landlord to provide any of the foregoing items to any specific degree, quantity, quality or character due to any causes beyond the reasonable control of the Landlord, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Landlord. *This section governs utility payments. Be sure to discuss with the Landlord those payments which will be required of you for this apartment.*

8. **KEYS AND LOCKS**-Landlord shall, within a reasonable period of time following receipt of notice from Tenant of such condition, repair or replace any defective exterior locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by Tenant without written permission of Landlord. Any locks so permitted to be installed shall become the property of Landlord and shall not be removed by Tenant. Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to the Landlord.

9. **LOSS OR DAMAGE**-Tenant agrees to indemnify and save Landlord harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by Tenant, his family, friends, relatives, invitees, visitors, agents or servants or from any carelessness, neglect, or improper conduct of any of such persons. Subject to the provisions of applicable law, Landlord shall not be liable for damage to or loss of property of any kind while on the premises or in any storage space in the building nor for any personal injury, unless caused by negligence of Landlord.

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10. **PARKING**-Parking on the premises of Landlord is prohibited unless written permission is given by Landlord.
11. **PETS**-No dogs or other animals, birds, or pets shall be kept in or upon the premises without Landlord's written consent; and consent so given may be revoked at any time.
12. **SMOKING**-Smoking is prohibited in the entire building in which the leased premises are located, including any common areas.
13. **PLUMBING**-Water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same.
14. **REPAIRS**-Tenant shall at all times keep and maintain the 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 at the commencement of occupancy, or as may be put in thereafter, reasonable wear and tear and damage by unavoidable casualty only excepted. Landlord and Tenant agree to comply with any responsibility which either may have under applicable law to perform repairs upon the premises. If Tenant fails within a reasonable time to make such repairs, then and in any such event, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, upon demand.
15. **RIGHT OF ENTRY**-The Landlord may enter upon the leased premises in case of emergency, to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Landlord may also enter upon the said premises if same appear to have been abandoned by the Tenant or as otherwise permitted by law.
16. **OCCUPANCY OF PREMISES**-Tenant shall not assign nor underlet any part or the whole of the premises, nor shall permit the premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph for this tenancy, their spouses and any children born to them hereafter, without first obtaining on each occasion the assent in writing of Landlord.
17. **NOTICES**- Written notice from the Landlord to the Tenant shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Tenant at the address of the premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Tenant or anyone expressly or impliedly authorized to receive messages for the Tenant, or by any adult who resides with the Tenant in the premises. Written notice from the Tenant to the Landlord shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the Landlord at his address set forth in the first paragraph of this agreement, unless the Landlord shall have notified the Tenant of a change of the Landlord's address, in which case such notice shall be so sent to such changed address of the Landlord, provided that the receipt has been signed by the Landlord or anyone expressly or impliedly authorized to receive messages for the Landlord. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
18. **TRUSTEE**- In the event that the Landlord is a trustee or a partnership, no such trustee nor beneficiary nor 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 premises, the use or the maintenance of said building or its approaches and equipment.
19. **COPY OF AGREEMENT**- Landlord shall deliver a copy of the agreement, duly executed by Landlord or his authorized agent, to Tenant within thirty (30) days after a copy hereof, duly executed by Tenant, has been delivered to Landlord.
20. **REPRISALS PROHIBITED**- Landlord 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.
21. **LEAD PAINT CERTIFICATION**- Pursuant to the Massachusetts Lead Law, the Tenant certifies that the Tenant has received the following (check all received):
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Tenant Lead Law Notification (see addendum) | <input type="checkbox"/> Risk Assessment Report    |
| <input type="checkbox"/> Lead Inspection Report                                 | <input type="checkbox"/> Letter of Interim Control |
| <input type="checkbox"/> 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.

**22. ADDITIONAL PROVISIONS-**

23. **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.

**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.

**LESSOR: TRUSTEES OF BOSTON UNIVERSITY**  
**Real Estate Management**

\_\_\_\_\_  
 Gregory Wheeler, Associate Director/Rental Operations

\_\_\_\_\_  
 Lessee

## ADDENDUM TO STANDARD FORM TENANCY AT WILL

TENANT:            «firsttenant» , I.D. #«ss», «and» «secondten»

ADDRESS:           «address», «unit», «citystatezip»

TERM START:       «startdate»

1. If there is more than one Tenant designated by this agreement, the Tenant(s) acknowledge that they are jointly and severally liable for this agreement. Each Tenant is responsible for the entire rental amount for the entire term of the agreement.
2. The Tenant shall pay to the Landlord the following additional charges:
  - (A) A security Deposit equal to one month's rent which will be returned to the Tenant within thirty (30) days after the termination of this agreement or upon the Tenant's vacating the apartment 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 Tenant'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 Tenant provided that all keys are returned to the Landlord within 24 hours after the 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 Landlord'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 Tenant without any reasonable basis therefore (e.g., security problems, malfunctions and the like), or (b) required due to the negligence or wrongful acts of the Tenant.
  - (F) A \$25.00 Service Fee for each check submitted to the Landlord which is returned or unpaid.
  - (G) Constable fees for service required as a result of the Tenant's default under this agreement.
  - (H) Interest at the rate of 18% per year (1 1/2% per month) on rent overdue thirty (30) days or more.
3. The Tenant shall remove all trash and garbage from the premises in tied plastic bags and dispose of such in the dumpster provided by the Landlord. The Landlord may change such disposal procedures upon written notice to Tenant.
4. 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. Installation of air-conditioning units is not permitted unless the Tenant(s) have received prior written permission from the Landlord. If the cost of the electricity is included in the Tenant(s)' monthly rental fee, the Tenant(s) will be required to pay an additional monthly apartment service charge.
6. 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.
7. The Tenant's failure to abide by the Tenant's obligations and covenants contained herein or to make payments of the additional charges, if applicable, within thirty (30) days after the Landlord gives the Tenant notice thereof shall be a default under the agreement.

LANDLORD:           TRUSTEES OF BOSTON UNIVERSITY  
                          Real Estate Management

By: \_\_\_\_\_  
Gregory Wheeler, Associate Director/Rental Operations

Date: \_\_\_\_\_

I hereby acknowledge that I have read this Addendum to Tenancy At Will Agreement and agree to the terms and conditions set forth herein.

TENANT: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_