

**DILLON HALL RESIDENCES**  
**Student Off-Campus Housing**

**LEASE AGREEMENT**

Landlord: 75 Day Street Realty Trust agrees to lease to

Tenant(s): \_\_\_\_\_

1 Bedroom, Room # \_\_\_\_\_

Apartment # \_\_\_\_\_

Assigned Parking Space# \_\_\_\_\_

Premises located at 75 Day Street, Fitchburg, MA 01420 including, in common with the other occupants of said apartment, the bathroom, living room including furniture (common area) and fully applianced kitchen, including the right to use in common with others all common hallways, elevator, game room, study rooms, and laundry facilities located on the premises located at 75 Day Street, Fitchburg, MA.

THE PARTIES AGREE TO THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

**TERM**

The term of this lease shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_ unless terminated as provided herein.

**RENT**

The monthly rent to be paid by the Tenant for the lease of said premises shall be in the amount of Six Hundred Dollars (\$600.00) plus Twenty-Five Dollars (\$25.00) per month for Assigned Parking Space # \_\_\_\_\_ due and payable in advance without notice of demand on the first day of each month during the term of the lease, except that if the tenancy commences on a day other than the first day of the month, the rent of the first month shall be pro-rated for that month and shall be due and payable on or before the beginning of the lease. The parties agree that at the time of execution of this lease the first month's rent, last month's rent, and security deposit is due and payable by the Tenant. Rent payments shall be brought or mailed to:

75 Day Street Realty Trust  
3 Park Street  
Leominster, MA 01453

**NOTICES**

All notices to the Tenant shall be in writing and shall be given to the Tenant at the dwelling or mailed. All notices to the Landlord or designated Property Manager shall be in writing and shall be given to:

75 Day Street Realty Trust  
3 Park Street  
Leominster, MA 01453

**UTILITIES**

Utilities shall be paid by the party indicated as follows:

	TENANT	OWNER
Electricity	_____	_____X_____
Heat	_____	_____X_____
Hot Water	_____	_____X_____
A/C	_____	_____X_____
Basic Cable	_____	_____X_____
(Basic Cable provided to common areas, not individual rooms)		
Trash Removal	_____	_____X_____
(Tenant responsible for disposing of trash to dumpster. Dumpster pick up as necessary.)		

\*The Landlord must provide the facilities for the provision of heat.

**EVICTION**

All notices to quit and all evictions shall issue in accordance with the laws of Massachusetts. It is expressly understood by the tenants that the premises located at 75 Day Street, Fitchburg, Massachusetts have been permitted by the Fitchburg Planning Board and licensed by the Fitchburg License Commission for use as a rooming and boarding house in accordance with Massachusetts General Laws. Accordingly, no more than two parties may reside in a two bedroom unit and no more than four parties may reside in a four bedroom unit. Strict adherence to the Fitchburg License Commission rules and regulations is required and failure to comply with said rules and regulations will result in eviction from the premises.

**USE OF THE PROPERTY**

Tenant shall use the Property for residential purposes only. **No pets of any kind are allowed on the premises. No smoking is allowed on the premises. The parties agree to strictly adhere to all rules and regulations as outlined in the Dillon Hall Residences Policies and Procedures. Tenant hereby acknowledges receipt of copy of said Dillon Hall Residences Policies and Procedures.**

\_\_\_\_\_  
**Initials**

**TENANT DUTY TO MAINTAIN THE PREMISES**

The tenant shall maintain the premises in a clean and neat condition and at all times comply with the provisions of Chapter II of the Massachusetts State Sanitary Code. This compliance will include but is not limited to placing refuse in containers and properly disposing of said refuse and garbage. Tenant shall not tamper, obstruct or cover any smoke detectors, fire alarms or strobes. **Tenant shall not be allowed to hang any items on the walls that would cause a penetration to the wall.**

\_\_\_\_\_  
**Initials**

**ALTERATIONS**

No alteration, addition, improvement or painting shall be made by the Tenant to the interior or exterior of the leased Premises without written permission from the Property Manager. In the event that written permission is given, the alteration will be done at the expense of the Tenant and may include the Tenant's agreeing to restore the dwelling to its prior condition.

## **INSURANCE**

The tenant understands and agrees that it shall be his/her own obligation to insure any personal property.

## **KEYS AND LOCKS**

Upon expiration or termination of the lease, the Tenant shall deliver all keys for the Premises to the Property Manager. Delivery of all keys by the Tenant to the Property Manager or to any person on his/her behalf, shall not constitute a surrender or acceptance of surrender of the leased Premises unless so stipulated in writing by the Property Manager. Failure to return all assigned keys to the Premises will necessitate the changing of locks. Charges for this change will be assessed to the vacating tenant. In the event keys or key cards are lost there will be a \$25.00 charge for replacement of said keys or key cards.

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**Initials**

## **SUBLEASING**

The tenant shall not assign this agreement nor sublet any part or the whole of the leased Premises, shall not permit any person(s) to occupy same, without first obtaining on each occasion, the assent in writing of the Property Manager.

## **REPAIRS**

Subject to applicable laws, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same as at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty excepted. If the Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such event or events, the Landlord may (but shall not be obliged to) make such repairs and the Tenant shall reimburse the Landlord for the reasonable cost of such repairs in full, as additional rent, upon demand.

## **LOSS OR DAMAGE**

The Tenant shall indemnify the Landlord against all liabilities, damage and other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Landlord, by reason of (a) any failure on the part of the Tenant to perform or comply with any covenant required to be performed or complied with by the Tenant under this Lease, or b) any injury to person or loss of or damage to property sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Landlord.

## **NOISE**

The tenant agrees not to allow on his/her leased Premises any excessive noise or other activity which disturbs the peace and quiet of other tenants in the building. It is expressly agreed by the parties that the primary use of the premises is a boarding/rooming facility for students of Fitchburg State University and that excessive noise that disturbs other students will not be tolerated and will be cause for eviction.

## **TERMINATION**

Upon termination of this agreement, the Tenant shall vacate the Premises, remove all personal property, and leave the Premises in good, clean, and tenantable order and condition, normal wear and tear excepted. Inspection of the Premises will be made by the Property Manager together with the Tenant on the last day of the tenancy to verify the condition and contents of the Premises and to itemize damages and cleaning for which the Tenant is liable.

**MAINTAIN THE PREMISES**

The Landlord agrees to maintain the Premises in compliance with applicable provisions of the Massachusetts State Sanitary Code,

**ENTRY BY OWNER OR PROPERTY MANAGER**

The Owner or Property Manager may not enter the Premises before the termination of the lease, except, to inspect the Premises, to make repairs, or to show the Premises to a future tenant or purchaser. The Owner or Property Manager may enter the Premises in accordance with a court order or if the Premises appear to have been abandoned by the Tenant. The Owner or Property Manager will make a reasonable effort to contact the Tenant before such entry in order to arrange a time which would not reasonable disturb the Tenant. Only in case of emergency may entry be made without prior consent. If such an emergency entrance is made, the Tenant shall be notified.

**DESTRUCTION OF PREMISES**

If the Premises are rendered uninhabitable by fire, flood, or other natural disaster during the term of this agreement, this agreement is thereupon terminated without recourse by any party hereto.

**CHANGES**

No changes or additions to this 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. Wherefore, we, the undersigned agree to this Lease, by signing two copies, one to be kept by the Tenant and one by the Landlord. The Tenant certifies that he/she is age eighteen (18) or older.

Signature of Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

**The undersigned tenants to this lease hereby agree that each of them shall be jointly and severally responsible for all of the terms and conditions of this lease agreement**

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_\_