



# University of Massachusetts at Amherst

## Residential Life

### Family Housing Lease Agreement

### 2015-2016

THE UNIVERSITY OF MASSACHUSETTS, a state institution established under Massachusetts General Laws, Chapter 75 and Chapter 142 of the Acts of 1991, as amended, rental agent, hereinafter called "Landlord", in consideration of payments to be made, as hereinafter provided, hereby leases to

#### New Resident

hereinafter called "Tenant", the premises located at 990 North Pleasant Street, North Village, and designated as Apartment No. Apt #.

#### THE PARTIES HERETO AGREE TO THE FOLLOWING TERMS, CONDITIONS AND COVENANTS

1. **TERM:** The term of this lease shall commence on \_\_\_\_\_ and shall terminate on **June 30, 2016**.

2. **RENT:** The monthly rental to be paid by the Tenant for the lease of said premises shall be in the amount of **\$ .00**, due and payable in advance without notice of demand on the first day of each and every month during the term of this lease; except that if the tenancy commences on a day other than the first day of the first month, the rent for the first month shall be pro-rated for that month and shall be due and payable on or before the beginning date of this lease. Rent payments shall be made online, in-person or by mail to: Bursar's Office, Rm. 215 Whitmore Administration Building, Amherst, Massachusetts 01003 in payment forms currently accepted by the Bursar's Office. Landlord reserves the right to unilaterally change the payment process and/or billing procedures at any time.

If the bank does not honor the Tenant's check, The Office of the Bursar will charge a \$25.00 returned check fee.

3. **OUTSTANDING BALANCES:** The Office of the Bursar administers all failure to pay sanction. Sanctions include late fees, EN1 Bursar Hold preventing registration, and AW1 Bursar Hold withdrawing students from the University. Tenant financial aid funds can be applied to rent charges. Collection fees on outstanding balances may be incurred. Under Massachusetts General Law C.7A, C.62D and 815 CMR 9.00 unpaid balances may be subject to late charges and processing fees, and **intercept of state or federal payments or tax refunds**.

4. **SECURITY DEPOSIT:** The Tenant agrees to deposit with the Landlord, in addition to the rent aforesaid, a security deposit equal to a full month's rent, **\$ .00**. Said deposit shall be paid upon the execution of this lease in-person at: Bursar's Office, Rm. 215 Whitmore Administration Building, Amherst, Massachusetts 01003. The Landlord shall, within thirty (30) days after the termination of this lease, return the security deposit and interest thereon; it being understood that said deposit is not to be considered prepaid rent.

5. **DAMAGE BILLING:** Any damage caused by the Tenant or any person on the demised premises with his/her knowledge or consent, reasonable wear and tear excepted will be charged to Tenants Bursar Account at the time of move-out. Damage caused by unauthorized washers or dryers or other means which requires immediate repair and/or remediation shall be charged to Tenants Bursar Account upon the

completion of such repair and/or remediation. Any charges for damage pursuant to this clause shall be itemized by the Landlord with particularity indicating the nature of the repair necessary to correct any damage and the actual or estimated cost thereof.

6. **NOTICES:** All notices required under this lease shall be in writing and shall be delivered to the Tenant at the leased premises or to the Landlord at the Family Housing Office, 990 North Pleasant Street, C-01, Amherst, MA 01002. Said notices shall be considered given if by email, personal delivery, or sent by registered or certified mail. When notice is so mailed, notice shall be considered given in two (2) days from the time of said mailing. **The Tenant must give thirty (30) days notice to terminate his or her lease if he/she ceases his/her University affiliation as a student.** In the event of such early termination, the Tenant must vacate and quit the premises no later than thirty-one (31) days after said notice is given. If the Tenant fails to give the said notice, she/he will continue to be liable for monthly rental payments as required or authorized by law or the end of the lease period (whichever comes first).

7. **DEFINITIONS:** The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, and successors; and the word (s/he) and (him/her) and (his/her) where applicable shall apply to the Landlord or Tenant regardless of sex, number, corporate entity, or other bodies.

8. **JOINT AND SEVERAL LIABILITY:** If more than one party signs as Tenant hereunder, the terms, covenants and conditions herein of the Tenant shall be joint and several obligation of each such party.

9. **EVICITION:** All Notice to Quit shall be issued and all eviction proceedings shall be instituted in accordance with the applicable laws of Massachusetts. If the Landlord begins eviction proceedings against the Tenant, any monies accepted by the Landlord after receipt of a Notice to Quit by the Tenant, or by someone in behalf of the Tenant, are accepted only for the use and occupation of said premises without waiving any rights of the Landlord pursuant to the Notice to Quit and reserving all other rights of the Landlord. The acceptance of such monies shall not reinstate the tenancy except as otherwise required by applicable Massachusetts Law, or except as otherwise mutually agreed to in writing by the Landlord and Tenant. The Tenant shall be responsible for all reasonable legal fees incurred.

10. **ADMINISTRATIVE WITHDRAWAL:** The undersigned Tenant(s) understands and acknowledges that, separate and distinct from this Lease, the failure to meet certain financial obligations may be a violation of the **University of Massachusetts Amherst Academic Regulations and Code of Student Conduct** and subject to regulatory disciplinary action, including but not limited to Administrative Hold and/or Administrative Withdrawal.

11. **ELIGIBILITY:** The Tenant covenants that s/he is a Student at the University of Massachusetts Amherst. For the purpose of this Lease, a Student shall be defined as any person officially enrolled as (1) an active graduate student working for a degree or (2) and active undergraduate student taking at least 12 credit hours per semester and is currently working towards a degree. Tenant agrees to vacate and leave the premises in good, clean, and tenantable order and condition,

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reasonable wear and tear excepted, within thirty (30) days from the date s/he ceases to be a Student or, if, the tenancy hereunder shall have terminated prior thereto by virtue of any other provision of this lease, in which event the Tenant shall vacate and leave the premises in such good, clean, and tenantable order and condition, reasonable wear and tear excepted upon such termination. No person shall be eligible to rent a unit at 990 North Pleasant Street, North Village if they have been a tenant at North Village for more than sixty months. Occupancy of the leased premises herein shall be limited to the Tenant and immediate family. For the purpose of this Lease, immediate family shall be defined as Tenant's spouse, civil union partner, legally declared domestic partner, children and/or other legal dependents who must reside on a full-time basis, unless otherwise specified by the Landlord in writing. For purpose of this Lease, children are defined as under the age of 19 or under the age of 24 if a full-time student for at least five months of the year, or be permanently and totally disabled. No immediate family may co-occupy the leased premises unless proper documentation is first filed with the Family Housing Office. Acceptable forms of documentations include: marriage certificate, civil union certificate, certified copy of a declaration of domestic partnership from a municipal or government entity, birth certificate(s) of the Tenant's child/children, custody papers, and/or court orders or appointments. Copies of such documentation must be on file at the Family Housing Office at 990 North Pleasant Street, C-01. The Tenant must submit said documentation prior to executing this lease and certify that the eligible immediate family co-occupant(s) will reside at the Tenant's leased premise on a full-time basis. The Tenant covenants that s/he will give prompt notice to the Landlord of any change in household composition for the Landlord's sole use in determining the Tenant's eligibility for tenancy under this lease. The Family Housing Office reserves the right to require proof of identity, and proof of any relationship. The University reserves the right to deny housing in an apartment unit to any individual (inclusive of any household member) who has been convicted of a felony involving bodily harm to persons, damage to property, or the sale or distribution of illegal drugs. Specific cases will be reviewed on a case by case basis by the Dean of Students who makes the final decision.

**12. MAXIMUM CAPACITY:** The maximum capacity for North Village Apartments are as follows: three residents (including minors for a one bedroom unit and four (4) residents (including minors) for a one bedroom ADA unit and a two bedroom unit. Tenant shall not exceed the maximum occupancy limit allowed for their respective unit.

**13. VISITORS:** Overnight visitors are permitted for up to fifteen consecutive days in a one month period. With the addition of overnight visitors occupancy must not exceed maximum capacity. Visitors staying for more than three consecutive days must be registered with the Family Housing Office. Tenants are responsible for the behavior of visitors. Visitors are expected to comply with Family Housing and University policies and regulations.

**14. ENTRY BY LANDLORD:** The Landlord may enter the premises before the termination date of the lease to inspect the premises, to make repairs or to show the same to a prospective Tenant. The Landlord may also enter the premises as otherwise allowed by law. The Landlord will make a reasonable effort to contact the Tenant before such entry to arrange a time, which will not unreasonably disturb the Tenant.

**15. INSPECTION, STATEMENT OF CONDITION, DAMAGE, AND REPAIRS:** The Tenant shall, at the commencement of the term herein, together with the representative of the Landlord, inspect the condition and contents of the dwelling and fill out the form called the Statement of Condition. Inspection of the premises shall be made by the Landlord together with the Tenant approximately one week prior to the last day of tenancy to verify the condition and contents of the dwelling, and to itemize damages and cleaning for which the tenant is liable. Upon the termination of this lease the Tenant shall vacate the leased premises, remove all personal property belonging to him/her,

and leave the premises in good, clean, and tenantable order and condition, reasonable wear and tear excepted. If the Tenant vacates on a weekend or a holiday, a pre-inspection shall be made in the aforesaid manner within seven (7) business days prior to such vacancy.

**16. PROHIBITION OF BUSINESS ACTIVITIES:** The Tenant shall not conduct any commercial enterprise or other business of a proprietary or profit-making nature within the leased premises and will not permit anyone else to do so during the term hereof. The Tenant shall not inscribe or affix any sign, advertisement or notice on any part of the inside or outside of a building or on the housing premises.

**17. PET CLAUSE:** The Tenant covenants and agrees that s/he will not keep dogs, cats, rabbits, birds or other animals of any kind on the premises. This no pet policy includes guest animal owners and/or choosing to care for a friend's pet(s). Hearing or Seeing Eye service dogs and other animals the Landlord is legally required to permit will be permitted with proper documentation from the Office of Disability Services as required.

**18. WAIVER:** The waiver of one or more breaches of any term, covenant, or condition in this lease shall not be considered to be a waiver of that or any other term, covenant, or condition, or any subsequent breach thereof.

**19. SEPARABILITY CLAUSE:** If any provision of this lease or portion of any such provision or the application thereof to any person or circumstance is declared invalid by a court of competent jurisdictions, the remainder of the Lease Agreement and the remainder of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

**20. ASSIGNMENT AND SUBLETTING:** The Tenant shall not assign or sublet any part of the whole of the leased premises nor permit any other person or persons to occupy the same. The Tenant will not allow the premises to remain vacant or unoccupied for more than two (2) weeks without prior written notice to the Landlord. If the Tenant has been asked to vacate because of violation(s) of the lease, the Tenant cannot reapply to live in Family Housing.

**21. KEYS AND LOCKS:** Only those residents who have their names on the current lease will be issued each one key. Single parents and single students living in Family Housing receive one key to their apartment. These keys must not be duplicated. In one bedroom North Village apartments, the back door is for exiting egress only. No key will be issued for the back door. Upon expiration or termination of the lease, the Tenant shall deliver all keys of the premises to the Landlord. Delivery of all keys by the Tenant to the Landlord, or to anyone on his/her behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Landlord. The Tenant will be charged at a daily rental rate until all keys are returned. By the third day after vacating, failure to return all assigned keys to the premises will necessitate the changing of the locks. Charges for this change will be assessed to the vacating Tenant. The University of Massachusetts reserves the right to charge \$50.00 for the recore of the first lock and \$10.00 for any additional recores. The Tenant can request a recore at anytime. However, if a recore occurs outside the normal working hours (M-F 7:00 a.m. – 2:45 p.m.) of the maintenance staff, it is an emergency recore and costs \$125.00.

**22. LOSS OR DAMAGE:** The Tenant agrees to indemnify and save the Landlord harmless from all liability, loss, or any damage arising from any nuisance made or allowed on the leased premises by the Tenant, his/her family, friends, visitors, agents, or servants, or any carelessness, neglect, or improper conduct of any such persons. All personal property in any part of the building within the control of the Tenant shall be at the sole risk of the Tenant. The Landlord shall not be liable for damage or destruction of the property of the Tenant by fire, water, steam, sewage, defective refrigeration, or otherwise while on the

leased premises or land adjacent thereto or in any storage space on the premises, except as otherwise provided by the laws of the Commonwealth of Massachusetts. Tenant is advised to explore renters' insurance options for the protection of their personal property.

**23. CARE OF THE PREMISES:** The Tenant shall not paint or make, nor permit any additions or alterations to be made in or to the interior or exterior of the leased premises or land adjacent thereto nor permit nails, hooks, screws, or other devices to be driven or inserted in any part of the leased premises without the written consent of the Landlord, unless the Landlord fails, after written request from the Tenant, to provide alternative devices as the Landlord shall deem appropriate and at the termination of this lease shall deliver up the leased premises and all property belonging to the Landlord in good, clean, and tenantable order and condition, reasonable wear and tear excepted. No structure of any kind may be erected on the roof or walls of the apartment and no person may go onto the roof for any reason.

**24. CLEANLINESS:** The Tenant shall maintain the leased premises in a clean condition. S/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, or other parts of said building, any dirt, waste, rubbish, or other substance or article into any other part of said building or the land adjacent thereto, except in proper receptacles and except in accordance with the rules of the Landlord. Nothing shall be hung or shaken by the Tenant out of the windows, doors, passageways or common areas. Non-recyclable materials (including garbage) may not be disposed of in the Laundry or in receptacles for recyclable materials and Tenant(s) will participate in the campus recycling program. As mandated under the provisions Chapter 111, Sections 31, 31A, 31B and 150A of the Massachusetts General Laws and Article 3 of the Amherst Town By-laws, Tenant(s) shall be responsible for the proper disposal of recyclables. Tenant(s) must properly dispose of medical wastes associated with any medical condition and contact Health Services, 413.577.500, to obtain a needle safe kit, in which to dispose of syringes and needles of the type prescribed for insulin or other injections. The Tenant shall not hang, display, install or use a clothes line or other device of similar functional nature for the purpose of hanging clothes, rugs, laundered items, wash or any other item in any part of the hallways, exterior grounds, common areas, or anywhere except within the leased apartment or in other areas specifically designated for such purpose by the Landlord. The Tenant shall not place mattresses/futons on picnic tables or leaning up against the apartment. The Tenant shall not hang, display, or install toddler seats, tire swings or any other hanging recreational equipment in any part of the exterior grounds and common areas. The Tenant shall not flush cloth or disposable diapers, baby and adult sanitary wipes, condoms and personal hygiene products down the toilet. The Tenant shall not attach bicycles to the railings or attach bicycle racks to the exterior walls of the apartment. The Tenant shall not dry fish, meat or poultry outside of the apartment. Vegetable gardens and/or vegetables in containers are not permitted adjacent to apartments. Flowerbeds for the purpose of planting annual flowers only are allowed up to 36" from the building. Perennial shrubs and flowers are not permitted. If a vegetable or perennial shrubs and flowers gardens are found, the Tenant will remove it immediately and will be billed for any restoration to the lawn that is necessary. The Tenant shall not store, maintain, keep or otherwise place any items, including but not limited to, automobile parts, hazardous chemicals, cardboard boxes, recyclable materials, garbage, mattresses, door furniture and other items not designed to be outdoors in the hallways, exterior grounds, common areas and entrance ways of the building, except as otherwise specifically authorized by the Landlord. The Tenant understands and agrees that the Landlord is authorized by the Tenant to remove and dispose of any or all said items which the Tenant has not removed within thirty (30) days after written notice from the Landlord; Tenant expressly releases the Landlord from all liabilities for all such removal and disposal. S/he will cooperate fully with the Landlord in keeping the leased premises free of insects/pests and vermin. The Landlord, or the agents of the Landlord, will spray or

otherwise treat the leased premises two times (or more, if necessary) per year, upon at least 48 hours prior notice to the Tenant, to prevent an infestation of roaches/insects/pests or any other vermin. After the third notification, if the Tenant has not properly prepared for roach spraying, the Tenant shall be in breach of this lease. Tenant will not be permitted to transfer to another apartment until present apartment is roach free. Pesticides used in such spraying and treatment are approved by appropriate federal and/or Massachusetts agencies.

**25. DISTURBANCES:** The Tenant shall not make any disturbing noises in the building, nor permit the making of any such noises therein by his/her family, friends, invitees, visitors, agents, or servants, nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other occupants in the building or in adjacent buildings. Tenant shall make every effort at all times including but not limited to the hours between 10:00 PM and 8:00 AM not to play or operate any musical instrument, radio, television, or other like device in the leased premises as not to create a disturbance to anyone outside the premises leased by the Tenant. The Tenant is responsible for the actions of children who occupy his/her apartment. Children are to be properly supervised at all times. Neglect of parental responsibility may result in termination of the lease agreement. The parent or guardian shall be financially responsible for the actions of the children.

**26. PARKING:** The Tenant(s) agrees to register his/her motor vehicle(s) with the University Parking Office, paying any fees approved by the University Board of Trustees required for the purpose of registering said motor vehicle(s). Each apartment may have one (1) vehicle on the premises. Said vehicle must be registered with the Landlord. A second vehicle may be registered upon Landlord approval, if space permits. The Tenant(s) agrees to park said motor vehicle(s) in areas designated by the Landlord for parking, or otherwise as may be directed by the Landlord in specific instances. No large or oversized vehicles are permitted to park in North Village. All vehicles must fit into one parking space. Tenant(s) agrees to contact Family Housing to secure guest parking passes for all visitor(s) and inform guest visitor(s) they are subject to all University Parking regulations. All motor vehicles must have a valid state registration and be registered in the Tenant's or an immediate family member's name.

**Snow Removal:** The Landlord will make reasonable efforts to remove snow, but failure to remove such snow by the Landlord shall not constitute a breach of the terms, conditions, and covenants of the Landlord under this lease agreement. Residents agree to assist in the snow removal effort by moving their vehicles within 24 hours of a Landlord request that they do so.

**Vehicle Operation:** Automobiles will neither be permitted to travel on nor park on the sidewalks and/or lawns except during the process of moving in or vacating. After receiving the third driving-on-the-sidewalk- citation, the Tenant shall be in breach of this lease. Vehicles shall not be driven in a reckless manner, nor shall they make excessive noise. No automobile repairs will be allowed on the premises. Tenant shall be responsible for the operation of vehicles operated by their guests.

**27. UTILITIES:** The Tenant shall make every reasonable effort to conserve the use of electricity and hot water and shall indemnify and save the Landlord harmless for all loss and damage occasioned by negligent use or misuse of water or electricity, or water or electrical fixtures of conveniences, or other equipment of the Landlord in the premises by the Tenant or occasioned by the Tenant's family, friends, invitees, visitors, agents, servants; and the Tenant agrees that the Landlord may, at his/her option make such repairs as may, in the opinion of the Landlord become necessary or advisable due to negligent use, misuse, or abuse, or occasion as aforesaid and that the amount so expended shall at the option of the Landlord be deemed to be the functional obligation of the tenant, due and payable to the Landlord.

**28. TELECOMMUNICATIONS SERVICES:** A University owned telecommunications system serves all University of Massachusetts' Housing units. The University provides local telephone service, voice mail, and high-speed Internet to all Tenant(s). For reasons of public safety, University telephone service is required of all units. OIT Residential Telecommunications will bill the Tenant directly for the "OIT Residential Services Fee". With an OIT account, the Tenant has access to the Internet.

The Tenant is responsible for providing a touch-tone telephone set to use with the University's telecommunications system. The Tenant is responsible for initializing their University voice mailbox and accessing their voice mail on a regular basis to hear official Family Housing business and emergency notification(s). Fax machines are compatible with the University system. The apartment is equipped with a CPE (Customer Premises Equipment) Unit for Long Range Ethernet service. The Tenant is responsible for providing an Ethernet adapter/card and an Ethernet cable.

Any breach by the Tenant of the Tenant's obligations under Section 24 of the Family Housing Lease will constitute a material breach of the lease agreement. The Tenant will be responsible for the usage and telecommunications equipment replacement and damage by third parties.

**Cable Television**— Housing Services Cable Network (HSCN) is provided in all of the Family Housing apartments. The Tenant understands and agrees that any contract between Tenant and any other provider of cable television to the leased premises under Massachusetts General Law Chapter 166A, as amended, or otherwise, may be subject to licensing agreements or other agreements between the University of Massachusetts and said cable television provider. The Tenant's ability to purchase, receive, and utilize said cable television under this lease shall be subordinated to the terms of the said agreement(s). Anything to the contrary in this lease notwithstanding Tenant releases the University of Massachusetts, its trustees, officers, employees, and agents from any and all claims, lawsuits and liabilities which arise or which might arise out of termination or interruption of cable television service as a result of the termination of the University's license or other agreements with any provider of cable television service, or for any other reason.

**Satellite Dishes** - Tenant(s) will not be allowed to install satellite dishes or external antennas on their apartments. The Tenant shall not erect any antenna or other structure of any nature whatsoever on the roof or walls of the premises and shall not enter upon the roof of the premises for any reason whatsoever. In addition, Massachusetts State Law states a regulation of the Federal Communications Commission provides that the Landlord cannot prohibit any tenant from installing a TV antenna, within the part of the building, which is under the tenant's control. The regulation applies to video antennas, satellite dishes less than one meter in diameter, and wireless cable antennas. The Landlord can prohibit a tenant from putting an antenna on the roof, or on the exterior of the building, but the Landlord cannot prohibit the tenant from putting one inside a window or on a porch or patio which is part of the tenant's apartment.

## 29. APPLIANCES:

**Air Conditioning**—No air conditioning shall be provided. Tenant(s) may install up to, but no more than, two (2) commercially manufactured window air conditioners. No air conditioner may exceed 10,000 BTUs and all air conditioners must meet Underwriter Laboratory standards. Tenant(s) are responsible for installing their own air conditioners and any damage caused to the dwelling unit by such installation. During the time period beginning October 1 and continuing to April 1, Tenant(s) agree to remove their air conditioner(s) from the window(s) or place an approved outer cover over the air conditioner(s) to help conserve energy.

**Additional Appliances**— Each apartment comes with preapproved appliances. These appliances shall not be removed or replaced. Additional appliances such as freezers and additional refrigerators are

prohibited.

**Clothes Washers/Dryers and Dish Washers**— Clothes washers and dryers and dish washers are not permitted. Each kitchen and bathroom sink faucet will be inspected during the vacate procedures and if an aerator is missing or damaged, the University of Massachusetts and the Tenant(s) agrees that a charge of \$135.00 shall be made against the security deposit, for the replacement of each damaged and/or missing aerator.

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**30. FIRE PREVENTION:** The Tenant shall not do or permit anything to be done on said premises or bring or keep anything therein or permit anything to be brought or kept therein which shall in any way increase the fire hazard or the rate of fire insurance on said building. Under Massachusetts General Laws, Chapter 148, Section 27A, it is a crime to tamper with or disconnect hard-wired smoke and fire detectors. Smoke detectors should not be covered, blocked, unhooked, or taken down from the position in which they are installed on the ceiling nor remove the batteries at any time. If the smoke detectors "chirp," Tenant agrees to notify Family Housing or the Resident Manager after business hours, weekends and holidays, so the batteries or detector can be replaced immediately. Electric baseboard heaters must have free air flow. Tenant(s) shall not block electric baseboard heaters with any furniture, drapes, or other items.

**31. FIREARMS AND CONTRABAND:** The Tenant shall not store, keep or otherwise permit on the premises, or carry on his/her person while on the premises a firearm, as hereinafter defined, loaded or unloaded. "Firearm" is defined for the purposes of this lease as any pistol revolver, rifle, or a smooth bore arm from which a shot, bullet or pellet can be discharged by whatever means. "BB", "pellet" and "airguns" are specifically **included** in this definition. The Tenant shall not store, keep or otherwise permit on the premises any "controlled substance" (illegal drug) as defined by Chapter 94C of the Massachusetts General Laws, nor any "fireworks" as defined by Section 39 of Chapter 148 of the Massachusetts General Laws.

**32. RELIGIOUS SYMBOLS, DECORATIONS AND DISPLAYS** – A tenant wishing to place a private religious display in a public space on the grounds of the apartment complex should make their request in writing to Family Housing. Family Housing will set aside appropriate areas for any Tenant to erect private displays of religious symbols for a limited time during religious holidays. Such displays will identify the tenant, explain the purpose and meaning of the display, and note Family Housing does not sponsor the display.

**33. ENJOYMENT OF PREMISES:** The Tenant, upon paying the rent and charges as herein provided and performing the terms, conditions, and covenants herein contained shall peaceably hold and enjoy the premises without hindrance or interruption by the Landlord, except as herein otherwise provided, until the end of the term. The Landlord shall, subject to interruption and delay occasioned by necessary or desirable repairs, or replacement or alteration of equipment governmental restrictions or regulations, labor disturbances, material shortages, conditions of supply and demand of labor, or by other causes beyond its control:

- A. Maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied by the Landlord.
- B. Maintain and make repairs to all common areas, doors, locks, windows, stairs and floors.
- C. Furnish a reasonable supply of heat for the premises during the heating season. According to the Massachusetts State Sanitary Code every habitable room and every room containing a toilet,

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shower, or bathtub must be at least 68°F (20° C) between 7:00 A.M. and 11:00 P.M. and at least 64°F (17° C) between 11:01 P.M. and 6:59 A.M. during the heating season. The heating season is every day other than the period from June 15<sup>th</sup> to September 15<sup>th</sup>.

- D. Provide the premises with a reasonable supply of hot and cold water for normal internal household use only.
- E. Provide the premises with a reasonable supply of electricity for cooking and refrigeration and all the electricity for illumination and operation of such household appliances as are permitted by the Landlord. Use of water for washing cars and for purposes outside the dwelling is prohibited.

**34. PROHIBITION ON SMOKING AND USE OF TOBACCO:**  
The use of Tobacco as defined in the "UMass Amherst Policy for a Tobacco-Free Campus" (<http://www.umass.edu/tobaccofree/policy>) and smoking,

of any kind, is prohibited at 990 North Pleasant Street, North Village (hereafter the "Property"). For the purposes of this section "smoking" shall be defined as inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or any other product or delivery system lighted in any manner or in any form. The prohibition of tobacco and smoking shall, in addition to covering the Tenant's Unit, cover the inside the Property, any common interior areas, including but not limited to hallways, laundry rooms, stairways, all living units, entry ways, porches, patios, common ground and all parking areas. This policy applies to all residents, guests, and visitors. Tenants are responsible for any violation committed within his/her Unit or by his/her guest(s).

Tenant agrees that smoke odor in his/her unit shall constitute a form of damage and that the time and materials used to eliminate such smoke odors shall be charged against the Tenant's Security Deposit.

Tenant acknowledges that the Landlord is not a guarantor of tobacco and/or smoke free environment and the efforts made to eliminate smoking and tobacco use on the Property do not make the Landlord, or any of its employees or agents, responsible for the Tenant's, their dependent's and/or guest's health. However, Landlord will take reasonable steps to enforce the above said prohibitions. Landlord is not required to take steps in response to smoking or tobacco use unless

Landlord has actual knowledge of the violation and the identity of the responsible party.

Tenant further acknowledges that Landlord's efforts to designate prohibit tobacco use and smoking at the Property does not in any way change the standard of care that the Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises.

**LANDLORD SPECIFICALLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES THAT THE PROPERTY WILL HAVE ANY HIGHER OR IMPROVED AIR QUALITY STANDARDS THAN ANY OTHER RENTAL PROPERTY. LANDLORD CANNOT AND DOES NOT WARRANTY OR PROMISE THAT THE PROPERTY WILL BE FREE FROM SECONDHAND SMOKE. RESIDENT ACKNOWLEDGES THAT LANDLORD'S ABILITY TO POLICE, MONITOR OR ENFORCE THIS PROVISION IS DEPENDENT, IN SIGNIFICANT PART, ON VOLUNTARY COMPLIANCE BY RESIDENTS AND RESIDENTS' GUESTS. RESIDENTS WITH RESPIRATORY AILMENTS, ALLERGIES OR OTHER CONDITION RELATING TO SMOKE ARE PUT ON NOTICE THAT LANDLORD DOES NOT ASSUME ANY HIGHER DUTY OF CARE TO ENFORCE THIS PROVISION THAN ANY OTHER LANDLORD OBLIGATION UNDER THE RENTAL AGREEMENT.**

**35. SEVERABILITY.** If any provision, term, condition or covenant in this Lease is found to be illegal, unenforceable, void or against public policy, the failure of such provision, term, condition or covenant will not affect the legality or validity of the remainder of the Lease. The remainder of the Lease shall be enforced to the fullest extent permitted by law.

[End of Lease ]

**IN WITNESS WHEREOF, THE SAID PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_ AND THE TENANT AS AN INDIVIDUAL CERTIFIES THAT S/HE IS AGE EIGHTEEN (18) OR OVER AND THAT S/HE HAS READ AND UNDERSTANDS THE TERMS OF THE LEASE AGREEMENT. BY SIGNING THIS LEASE S/HE ACKNOWLEDGES RECEIPT OF THE SECURITY DEPOSIT INFORMATION.**

UNIVERSITY OF MASSACHUSETTS (Rental Agent)  
By:

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(LANDLORD)

\_\_\_\_\_  
(WITNESS)

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