

not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger. **All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.**

7. UTILITIES. We'll pay for the following items, if checked:

- gas electricity master antenna trash
 cable TV heat water
 other **Internet**

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities and are responsible for transferring those utilities into your name upon your possession. However, we will pay for all utilities we are required to pay for under Massachusetts law, unless this Lease Contract provides otherwise. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Utility providers and cable channels that are provided may be changed during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. You must not misuse, or otherwise excessively use (as determined in our discretion), any electrical outlets or other utilities provided by us in the common areas. If your electricity is ever interrupted, you must use only battery-powered lighting. If water/sewer utilities are sub-metered for the apartment, we will attach an addendum to this Lease Contract in compliance with state rules and if applicable, city ordinances. If you fail to remit payment for utilities we may, but are not required to, pay for said utilities and charge you accordingly for the same, which amounts shall constitute "additional rent".

8. INSURANCE. Except as required by state law, we do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless due to owner's omission, fault, negligence, or misconduct.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance you must provide evidence of coverage at lease inception, list the property as an interested party on the policy, and must confirm an active policy upon request by owner at any time during the term of the Lease. 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.

9. LOCKS AND LATCHES/SECURITY DEVICES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from loss, misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay the aforementioned costs in advance in the event of: multiple requests for replacement and/or repair of devices; or if you are delinquent in reimbursement for previously repaired/replaced devices. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions if additional space is needed.

11. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants unless it is caused by our omission, fault, negligence or misconduct. **Unless the damage is due to our negligence, omission, fault, or misconduct, we're not liable for—and you must pay for—repairs, replacement costs, and damage that result from you or your invitees', guests', or occupants' negligence or intentional acts which include, but shall not be limited to: (1) damage to doors, windows, screens, appliances, walls, floors, and/or any other equipment/fixture that is provided in the apartment (or anywhere else in the building/development) that is the property of the owner; (2) damage from windows or doors left open; and/or (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. RENT INCREASES AND LEASE CONTRACT CHANGES.

- a) No rent increases are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions) or (2) by a written addendum or amendment signed by you and us.
- b) No Lease Contract changes are allowed before the initial Lease Contract terms ends, except for (1) changes allowed by any special provisions in paragraph 10 (Special provisions),

(2) by a written addendum or amendment signed by you and us, and/or (3) by a change of the apartment rules and regulations as allowed pursuant to paragraph 15 (Community Polices or Rules) which have no impact on the rental rate.

13. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay unless it is due to our omission, fault, negligence, or misconduct. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

14. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

- 15. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately.
- 16. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances or any trash addendums, if applicable. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any community swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not, anywhere in the apartment or community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or anywhere on the property is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and it is not used as a storage facility or processing station for online retail business and we assent in writing to the proposed business operation. This Lease is for residential purposes only. You acknowledge that those signing the Lease will use it as their primary residence, unless otherwise agreed to by contemporaneous writing signed by both parties. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.
- We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify themselves as a resident, occupant, or guest of a specific resident in the community. Unless your guests/invitees are going to and/or coming from your apartment, you are expected to accompany them at all times while they are in the property's amenity areas. Your guests failure to use the most direct ingress/egress to your unit shall be a lease violation subjecting you to termination.
- You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person, financial fraud or deceit, or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you. Any such activity or designation shall be deemed a material violation of this agreement.
- 17. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; engaging in any criminal activity at or near the development regardless of whether an arrest or conviction occurs as a result of said conduct; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others or violating any Federal, state, or local law, or ordinance.
- 18. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed as allowed by state statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
- (1) has a flat tire or other condition rendering it inoperable; or
 - (2) is on jacks, blocks or has wheel(s) missing; or
 - (3) has no current license plate or no current registration and/or inspection sticker; or
 - (4) takes up more than one parking space; or
 - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 - (6) is parked in a marked handicap space without the legally required handicap insignia; or
 - (7) is parked in space marked for manager, staff, or guest at the office; or
 - (8) blocks another vehicle from exiting; or
 - (9) is parked in a fire lane or designated “no parking” area; or
 - (10) is parked in a space marked for other resident(s) or unit(s); or
 - (11) is parked on the grass, sidewalk, or patio; or
 - (12) blocks garbage trucks from access to a dumpster; or
 - (13) is not moved from any area in the development, authorized or unauthorized, following written notice by management that said vehicle must be moved for snow removal and/or other requisite purpose in our sole discretion; or
 - (14) belongs to a resident and is parked in a visitor or retail parking space.
- 19. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, Federal or Massachusetts law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
- 20. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.
- 21. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of stoves, appliances, sinks, toilets, smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.
- Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors as required by statute, we'll test them and provide working batteries when you first take possession. You must immediately report smoke detector and/or carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees and shall be deemed in material default of this lease. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, unless due to Ownership's own neglect, misconduct, fault or omission.
- Casualty Loss.** We're not liable to any resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our omission, fault, negligence or misconduct. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze, burst, or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and others' property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by applicable law. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. If video surveillance is provided/present at the property, you understand that it is for our purpose(s) only, not monitored at all times, and may not provide recording(s) to which you are entitled. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number and reports upon request.

22. CONDITION OF THE PREMISES AND ALTERATIONS. You have inspected the apartment, fixtures, and furniture and agree that they are free of any defects, including defects materially affecting the health or safety of ordinary persons. You will be given an Apartment Condition Statement on or before move-in. Within 15 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. Unless already a part of the residence prior to your move-in, no water furniture, swimming pools, spas, saunas, tanning beds, exercise equipment, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

23. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST-FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS-IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; the presence of bugs, insects, vermin, or other pests; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as

soon as possible. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part, except as allowed by state law.

If fire or catastrophic damage substantially destroys the apartment, or repair is beyond reason we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. If there is damage to, and/or infestation of, the apartment that requires necessary repair(s) and/or remediation that, in our vendor(s) professional opinion necessitates you temporarily vacating the apartment, you understand that you shall so vacate upon reasonable written notice and return when instructed that the repairs are complete after written notice. During such temporary displacement, you continue to be responsible for your rental payments.

24. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional rent. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal rent will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Any animal must comply with the rules and regulations of the community and shall not disturb other resident's quiet enjoyment of their apartment or the community or otherwise interfere with the management of the community. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), for authorized or unauthorized animals you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleeling, deodorizing, and shampooing which you agree is beyond normal wear and tear of the unit. We may remove an unauthorized animal by following the procedures of paragraph 29 (Default by Resident).

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, and/or mortgage lenders (or their agents), may peacefully enter the apartment at reasonable times and not with less than 48 hours notice for the purpose of inspecting the apartment, making repairs, or showing the apartment to prospective residents (after move-out or vacate notice has been given). If nobody is in the apartment after the 48 hour notice has been provided, then the aforementioned persons may enter peacefully and at reasonable times, and will leave written notice of their entry in a conspicuous place in the apartment. Notwithstanding anything to the contrary contained herein, we may enter the apartment (a) with less than forty-eight (48) hours notice (as otherwise provided above) if you consent to a shorter time-frame in writing (i.e. via email/your work order request); (b) upon "knock-notice" only in the event of an emergency related to fire, water, structure, electrical, or personal safety.

26. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violate(s) the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident of your apartment constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair requests, and entry permissions) constitute notice from all residents. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

27. REPLACEMENTS AND SUBLetting. Subletting or assignment is never allowed. If we allow you to replace a resident, the new resident and all remaining residents will need to execute a new lease contract or execute the appropriate Lease Contract Amendment to Add or Change a Roommate During Lease Term. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing.

Responsibilities of Owner and Resident

- 28. RESPONSIBILITIES OF OWNER.** Subject to 105 CMR 410.00, the State Sanitary Code, we'll act with customary diligence to:
- (1) keep common areas reasonably clean, subject to paragraph 22 (Condition of the Premises and Alterations);
 - (2) maintain building fixtures, furniture, hot water, heating and A/C equipment;
 - (3) comply with applicable federal, state, and local law regarding safety, sanitation, and fair housing; and
 - (4) make all legally required repairs, notwithstanding your obligation to pay for damages for which you are liable.

- 29. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract and all addenda attached hereto including but not limited to the following violations:
- (1) you don't pay rent or other amounts that you owe when due;
 - (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
 - (3) you abandon the apartment;
 - (4) you give incorrect or false answers in a rental application;
 - (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Massachusetts law;
 - (6) any illegal drugs or paraphernalia are found in your apartment; or
 - (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17 (Prohibited Conduct).

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of the termination of said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you a 14 day written notice to vacate in the event that the default is due to your non-payment of rent, or a 7 day written notice to vacate in the event that the default is due to any other provision of this Lease. Notice may be by: (1) regular mail; (2) personal delivery to any resident; (3) personal delivery at the apartment to any occupant over 16 years old; (4) sliding the notice under the main entry door and into the apartment; or (5) by any other service available under Massachusetts law. Termination of your possession rights doesn't

release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept use and occupancy charges or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. If your lease has expired, we reserve the right to evict you even if we continue to accept sums for use and occupancy only.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (1) the use and occupancy monthly rate during the holdover period will be increased by 25% over the then-existing market rent, without notice; (2) you will be liable to us for all use and occupancy charges for the full term of the previously signed Lease Contract of a new resident who cannot occupy because of the holdover—subject to the landlord's duty to relet or mitigate; and (3) at our option we may extend the Lease Contract term for up to one month by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), concessions provided in any concession addendum attached to this lease, in addition to any other sums due. Upon your default, we have all legal remedies, including, but not limited to, termination of your tenancy, pursuit of an eviction, and reimbursement for any and all attorney's fees and/or litigation costs/expenses. Any and all amounts which remain unpaid for thirty (30) days from the date due shall bear interest at the maximum rate permitted by law, in which event interest shall accrue at the highest amount permitted by law. You shall be responsible for any and all attorney's fees, expenses, or other costs incurred by the Landlord to enforce any provision of this Lease whether related to your conduct, or the conduct of your household member(s), guest(s) and/or invitee(s).

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

Mitigation of Damages. If you move out early, you'll be subject to all remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for any sums due including all reletting costs pursuant to Massachusetts General Laws.

General Clauses

- 30. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

31. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing and signed by a duly authorized agent/representative.

- 32. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

- 33. NOTICE.** Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

- 34. ATTORNEY FEES.** In the event that you commence any litigation against us, and we substantially prevail in the defense of the same, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

35. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. All remedies are cumulative.

C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

D. This Lease Contract binds subsequent owners.

E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option and can be reviewed upon request.

H. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

I. In the event that there is a basement provided to you as part of this lease, you understand and agree that said area "may" take water - and you further agree to elevate any personal property maintained therein to limit any damage.

- 36. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

37. PAYMENTS. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than the sub-metered water and sewer charges (if applicable) and monthly rent, as defined in paragraph 6 (Rent and Charges) of this Lease

Agreement, are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We reserve the right to accept any amount less than the balance due at any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue the outstanding balance.

When Moving Out

38. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Terms). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 19 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 19 (Release of Resident), or as otherwise provided by Federal and/or Massachusetts Law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Terms), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract, including but not limited to paragraph 29 (Default by Resident) of this Lease, and state law.

39. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless you continue to pay rent until the conclusion of the lease term or the apartment is relet, which ever occurs first. Early move-out may result in reletting charges under paragraph 29 (Default by Resident). You may not apply any security deposit to rent without the landlord's written consent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for security deposit refund begins. You must give us, in writing, each resident's forwarding address.

40. OBLIGATION TO REMOVE PERSONAL PROPERTY UPON VACATING. Resident shall remove any and all personal property from the apartment upon vacating and/or relinquishing possession of same. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. In the event that the Resident vacates/abandons the premises leaving any personal property therein, same may be deemed abandoned/trash, and may be discarded by the landlord at the Resident's expense. Cost for removal shall be in addition to any and all other sums due to the landlord pursuant to the Lease.

41. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges beyond normal wear and tear, which shall be deemed property damage for which we will be entitled to seek reimbursement.

42. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

43. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; repairs or damages beyond normal wear and tear; water/sewer charges and other amounts provided by law. Your security deposit will be handled pursuant to MGL ch. 186 sec 15B, however we reserve the right to pursue any damages that exceed the amount of the security deposit due to your acts or those of your occupants or guests under applicable law (whether a security deposit is held or not).

44. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions to the extent required by statute no later than 30 days after surrender, vacating, or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You agree that you will be deemed to have abandoned the apartment if no authorized person(s) appear to be living in the apartment; the majority of furniture, clothing, and other personal belongings have been removed from the apartment; utilities have been shut off and/or remain unpaid for more than sixty (60) days; and/or we post a notice of abandonment on your apartment door and send you a copy via first class mail and electronic mail, and you fail to respond to the same within seven (7) days.

Severability, Originals and Attachments, and Signatures

45. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

hereby incorporated into and made part of the Lease Contract between you and us. E-mail communication does not satisfy the writing requirement for an amendment of this or any addenda. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

46. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. Any updates or changes to the Community Policies and Rules may be communicated through the customary notification process at the Community, which may be by email, resident portal systems, or other electronic means or paper documentation. When an Apartment Condition Statement is completed, you should retain a copy, and return the original to us. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and

47. GOVERNING LAW. The negotiation, execution, performance, termination, interpretation, and construction of this Lease are governed by the laws of the Commonwealth of Massachusetts. If Owner or Resident brings a lawsuit or any other action relating to this Lease, Owner or Resident agrees to file its lawsuit in the Massachusetts County where the Property is located. Owner and Resident agree to the exclusive jurisdiction of this court and consent to venue in that court. Resident agrees that this Lease will not limit or waive any rights of the Owner or Resident under applicable United States federal, state, or local laws.

You are legally bound by this document.

Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

Date form is filled out (same as on top of page 1)

06/12/2024

A copy of this fully executed Apartment Lease Contract, and all addenda, was provided to the Resident on 06/12/2024 (date).

Resident or Residents (all sign below)

**If this document is electronically signed by resident, the email address used for e-signature shall be utilized to return a counter-signed Lease. Resident acknowledges that they are responsible for viewing/storing/printing the counter-signed lease through the residential portal, attached to the email or otherwise electronically forwarded to resident's account.

Owner or Owner's Representative (signing on behalf of owner)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) SEE COMMUNITY ADDENDUM ATTACHED HERETO. This property is subject to a Notice of Activity and Use Limitation recorded on August 4, 2020 at the Suffolk County Registry of Deeds in Book 63503, Page 207. Upon request, for persons with disabilities, the option is available to request that the current, deeper kitchen sink be replaced with a 521 CMR compliant kitchen sink at no cost to the lease holder. The 521 CMR compliant kitchen sink will be installed within 30 days of the request. Also upon request for persons with disabilities, grab bars may be installed in your bathtub or shower at no additional cost to the resident. Such installation will not take more than six hours and forty minutes to remove and replace the fixture surround and install grab bars. Requests to terminate lease and transfer are subject to a transfer fee of \$1,000, unless the transfer occurs at the end of the lease term.



MASSACHUSETTS
RENT AND SECURITY DEPOSIT RECEIPT



To: Quan Gan
Haocheng Liu

(Names of all residents)

RE: 181 Washington Street Unit # 3522, #3522

(Street address and dwelling unit number, if applicable)

Boston, MA 02135

(City, State, Zip)

We hereby acknowledge receipt of your Payment in the total amount of \$_____ to be applied as follows:

1. First Month's Rent	\$ <u>3867.00</u>
2. Last Month's Rent	\$ <u>3850.00</u>
3. Security Deposit	\$ <u>3850.00</u>
4. Installation of Locks and Keys	\$ _____

SECURITY DEPOSIT

1. The Lessor acknowledged receipt from the Lessee of \$ 3850.00 (an amount not to exceed first month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.
2. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting
 - (a) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to the provisions of any special or general law; and
 - (b) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and
 - (c) A reasonable amount necessary to repay any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.
3. The Lessor must provide Lessee with a written statement of the condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.
4. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance, thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be deposited in a separate, Interest-Bearing account.

Account Number 6918755 at Customers Bank (Bank Name)
 located at 1 International Place, 26th Floor
 (Street Address) Boston (City), Massachusetts, 02110 (Zip).

The Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

5. Lessee is required to provide Lessor with a forwarding address upon vacating the premises.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is 5%, provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of tenancy indicating where such interest may be given or sent.

Date Received: _____

Received By: _____

OWNER: CCF-BVSHSSF WASHINGTON 1, LLC

SIGNATURE: _____
 Management Company



The Commonwealth of Massachusetts Department of Public Health

Notice of Occupants' Legal Rights and Responsibilities

This document summarizes some of the legal options that you may have when the owner of a property you live in has not fixed certain problems in your home, as required by the state Housing Code (105 CMR 410.000). This is not legal advice. Talk to an attorney before you decide to withhold your rent or take other action described here.

Safe and Healthy Rental Housing:

Rental housing in Massachusetts must meet minimum standards to protect the health, safety, and well-being of occupants. The Housing Code, [105 CMR 410.000](#), *Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II)*, is the state regulation that sets these minimum standards. The Massachusetts Department of Public Health, Bureau of Environmental Health's [Community Sanitation Program](#) (CSP) issues this regulation, but the standards are enforced by local health departments.¹ CSP works with local health departments and the public to provide training and technical assistance about the Housing Code. For more information, please see [mass.gov/lists/housing-community-sanitation](#).

Your Responsibility to Keep Your House Safe and Healthy

The Housing Code also has requirements that people living in rented homes or apartments need to meet. There are some problems like pests, mold, and keeping exits clear, that might need the owners and occupants to work together to fix the problem. For example, occupants need to make sure there is no food or garbage left out that could attract pests or keep their belongings out of exit hallways. If the local health department is doing an inspection, either by your request or for another issue, the local health department may tell you there is something that you need to fix. The local health department may issue you an order to correct and give you a certain amount of time to fix the problem.

Your Right to Safe and Healthy Housing and Protection from Retaliation

If you think that conditions in your home are unsafe or unsanitary and may violate the Housing Code, you should contact your local health department. They will conduct free inspections of your home and will order your landlord to fix any violations of the Housing Code. You can find contact information for your local health department by calling your city or town hall or visiting their website. City/town websites are listed at: [mass.gov/lists/massachusetts-city-and-town-websites](#).

Your landlord is not allowed to raise your rent or try to evict you just because you have made a complaint to them or to the local health department about the violations. This is called retaliation, and you may be able to sue the landlord for damages if this happens (M.G.L. c.186, s.18 and c.239, s.2A).

Your Right to a Hearing

You may ask for a hearing in front of your local Board of Health. You must do this in writing and within the timeframes below. If you send a written request on time to the local health department, a hearing will be held within 14 calendar days. **If you do not make a written request within the timeframes below, you lose the right to a hearing.** The chart below shows the reasons you may request a hearing, and the timeframe you have to send the request.

Reason You May Request a Hearing	Number of Days to Make the Request in Writing
Your home was not inspected	30 days from the day you contacted health department
The inspector did not find violations you think exist	30 days from the last inspection by the health department
The inspector did not issue an order to correct violations	30 days from the last inspection by the health department
The inspector did not enforce the order to correct	45 days from when the owner received the order to correct

Within **five days** after the hearing, the local health department is required to issue a final decision on your complaint (105 CMR 410.840). If you do not agree with the decision, or at any point throughout the process, you can file an appeal in housing court.

¹ Depending on your city or town, this may also be called a Local Board of Health (BOH), Local Health Authority, or Inspectional Services Department. This is the local code enforcement authority responsible for enforcing the regulations.

May 2023

Your Options if an Owner Does Not Fix the Problems

If your landlord does not fix violations of the Housing Code in your home, you may have some options as described below. These are not your only options, but they are common actions that tenants take in these situations. Before taking legal action, contact an attorney to protect yourself. If you cannot afford an attorney, **you may be eligible for free legal aid services.** Go to masslrf.org to find available options for free legal advice. To find additional information on tenant legal rights and responsibilities, visit: masslegalhelp.org/legal-tactics or madeuptocode.org.

Option 1: Go to Court

If your landlord does not fix the problems that the local health department ordered them to fix, or if you believe there are problems in your home that may be in violation of the Housing Code, you may also ask a court in your area to order your landlord to correct the problems.

To file a complaint, contact the Housing or District Court Clerk in your region. To find the closest Housing or District Court go to mass.gov/orgs/housing-court/locations or mass.gov/orgs/district-court/locations. These courts deal with cases about residential housing including eviction, property damage, and Housing Code enforcement. For help filing a complaint, you can contact Court Service Centers at mass.gov/info-details/learn-about-court-service-centers.

You can request that the court order the landlord to:

Fix the Problem: You or the local health department may file a petition in Housing or District Court to order the owner to fix the violations of the Housing Code (M.G.L. c. 111, s. 127 A, C).

and/or

Refund Rent You Have Paid: You can file a complaint requesting that your landlord pay back all or part of the rent you paid during the time that there were Housing Code violations. You can claim either 1) Breach of Warranty of Habitability or 2) Unfair and Deceptive Practices (M.G.L. c. 93A), or both.

For both claims, you will need to prove that your home had Housing Code violations, and that the owner knew about the violations and did not fix them. Breach of Warranty can also be filed by the local health department.

Option 2: Withhold Rent Until Repairs are Made

If your landlord does not correct *certain* housing code violations, you may be able to hold back some or all of your rent payment until they make repairs (M.G.L. c. 239, s. 8A). **Save the rent money you withhold.** A judge may require you to pay all or some of it back. If they do and you don't have this money, you may be evicted. If you withhold rent and your landlord tries to evict you from your home, you will need to prove, at a minimum, that:

- The violations may endanger or materially impair the health, safety, or well-being of a tenant;²
- The rental property owner knew about the violations before you started withholding your rent; and
- You did not cause the violations.

Option 3: Make the Repairs Yourself

State law allows you to use your rent money to pay for certain repairs (M.G.L. c. 111, s. 127L), and not pay that amount in rent to your landlord. You cannot withhold more than 4 months' rent in a 12-month period to pay for repairs. If you withhold some or all your rent and use it to make repairs and your landlord tries to evict you from your home, you will need to prove:

- The local health department or court determined that the violations may endanger or materially impair the health, safety, or well-being of a residential tenant;²
- The landlord was issued an Order to Correct those violations; and
- The owner did not start the repairs (or to sign a contract for work) within 5 days after getting the Order and did not complete repairs within 14 days after receiving the notice of violations.

Option 4: End your Lease Early and Move

If you meet certain conditions, you may be able to end your lease or rental agreement and move out within a reasonable time. Contact an attorney to find out more about this option. If you cannot afford an attorney, **you may be eligible for free legal aid services.** Go to masslrf.org to find available options for free legal advice.

² These are serious violations which include problems such as not having heat, hot water, electricity or gas, or exits that are blocked.

May 2023

**ACKNOWLEDGMENT OF RECEIPT OF
MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH
NOTICE OF OCCUPANTS' LEGAL RIGHTS AND RESPONSIBILITIES**

This Acknowledgment is incorporated into the Apartment Lease Contract dated June 12, 2024
between CCF-BVSHSSF WASHINGTON 1, LLC

("We" and/or "we" and/or "us") and Quan Gan, Haocheng Liu

("You" and/or "you") of Unit No. 3522 located at 181 Washington Street Unit # 3522
(street address)
in Boston, MA 02135 and is in addition
to all terms and conditions in the Apartment Lease Contract.

In accordance with the Massachusetts Housing Code, 105 CMR 410.000, Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II), we are delivering to you a copy of the Notice of Occupants' Legal Rights and Responsibilities as prepared by the Massachusetts Department of Public Health. Resident(s) hereby acknowledges receipt of this notice.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date



COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: CCF-BVSHSSF WASHINGTON 1, LLC

Resident(s): Quan Gan, Haocheng Liu

Unit No./Address: #3522, 181 Washington Street Unit # 3522, Boston, MA 02135

Lease Date: 06/12/2024

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by the Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the Amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use except for Owner's omission, fault, negligence or misconduct. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

The Community Policies contain material terms and any violation of the same may result in the resident, household member(s) and/or guests being prohibited from further use of the common areas, as well as subject the household to termination of tenancy.

II. POOL.

This Community DOES DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool. Young children who are not yet potty trained shall wear swim diapers in and around the pool facilities at all times.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

In Case of Emergency Dial 911

III. FITNESS CENTER.

This Community DOES DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community **DOES** **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unorderd deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community **DOES** **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, parked in violation of posted rules or parking signs or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle pursuant to Mass General Laws.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, pursuant to Mass General Laws, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated areas.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with written Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- Resident agrees to comply with Owner's requests regarding moving their vehicle due to snow removal and/or any other necessary purpose in the Owner's sole discretion.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations, and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices if prior written approval is granted by Management, will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Resident(s) shall immediately report to Management, in writing, any problems related to rodents, skunks, cockroaches and/or insect infestation in the premises or the common areas. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with the Owner and/or its exterminator. If Residents are unprepared for a scheduled treatment, or otherwise fail to allow Owner access to inspection and/or conduct necessary extermination, it shall be considered a material breach of their lease agreement and Owner shall be entitled to take all legal steps to gain access and/or terminate the tenancy. All parties acknowledge that the failure to properly prepare the dwelling shall be considered irreparable injury. If Residents request extermination treatments in addition to those regularly provided by Owner, those requests must be in writing, and Owner shall evaluate and grant such requests in their sole discretion. **Residents agree to perform the tasks required by Owner and/or Owner's exterminator on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean (off premises), all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERN RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

IX. DRAPE AND SHADES. Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. WATER BEDS. Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. BALCONY or PATIO. Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

XII. SIGNS. Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. SATELLITE DISHES/ANTENNAS. You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. WAIVER/SEVERABILITY CLAUSE. No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

XV. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Grills or any other outdoor cooking or open flame devices are prohibited unless provided by the community in common areas. If Resident activates the fire sprinkler system without the danger of fire present, Resident will be responsible for all damages caused by the activation. Anyone found to falsely pull a fire alarm will be subject to a default of the Contract.

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative		Date	



**UTILITY ADDENDUM FOR GAS, TRASH, ELECTRIC SERVICE,
AND NON-SUBMETERED WATER & SEWER¹**



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated June 12, 2024 between CCF-BVSHSSF WASHINGTON 1, LLC

("We") and Quan Gan, Haocheng Liu

("You") of Unit No. 3522 located at 181 Washington Street Unit # 3522

(street address) in Boston, MA 02135

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities will be as indicated below.

a) **Water** service to your dwelling will be either:

- paid by you; or
 paid by you, through an approved sub-meter, to us; or
 paid by us.

b) **Sewer** service to your dwelling will be either:

- paid by you; or
 paid by you, through an approved sub-meter, to us; or
 paid by us.

c) **Gas** service to your dwelling will be either:

- paid by you; or
 paid by us.

d) **Trash** service to your dwelling will be paid by you either (Landlord is responsible for units of 3 or more):

- paid by you; or
 paid by us.

e) **Electric** service to your dwelling will be either:

- paid by you; or
 paid by us.

2. You are responsible for transferring those utilities marked to be paid by you (above) into your name upon possession of the Unit. The failure to transfer any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction.

3. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and you shall be subject to eviction proceedings based on a breach of this Lease which may include a claim for waste damages.

4. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence, fault, misconduct or omissions by us or our employees. You release us from any and all such claims by a utility company or third party supplier and waive any claims or offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations not caused by us.

5. You agree not to tamper with, adjust, or disconnect any utility metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.

6. All charges for sub-metered water and sewer service shall be considered part of your rent for purposes under MGL Chapters 186 and 239.

7. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Owner has the right to change any third-party billing provider at any time upon written notice to resident.

¹If your unit has submetered water & sewer you are responsible for said charges and are required to execute a separate water and sewer addendum.

Resident Signature _____	Date _____
Management _____	Date _____



WATER/SEWER USAGE ADDENDUM



This Water/Sewer Usage Addendum is dated and effective as of June 12, 2024 (date of the lease) to which this addendum is attached and made a part of thereof (the "Lease") and is made by and between Quan Gan, Haocheng Liu

("Tenant") and the "Landlord" named in said Lease for apartment # 3522. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Resident has been advised that a water-submeter has been installed to measure the water usage in the apartment. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. (If e-signature is used to sign these documents, the certificate will be emailed or provided prior to occupancy).
2. Landlord shall be obligated to maintain the sub-meter system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall pay to Landlord, as additional rent, charges for water usage and sewer allocable to the Premises in accordance with the following provisions:
 - a. In addition to the rent and other amounts due pursuant to the provisions of the Lease, you agree to pay, and shall be charged, for all water/sewer usage within your dwelling unit. **These amounts charged are considered rent for all purposes.** We will provide you with a bill for water/sewer usage which will include the current and immediately preceding sub-meter reading and the date of such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge, and the payment due date.
 - b. To determine the calculated cost per unit of water to assess the charge, we will divide the total amount of any bill provided by the water company for water/sewer usage, which will include any customer service fee and taxes, for all water provided to the main water meter of which the sub-meter is a party, by the total amount of water consumed for the entire premises served by that main water meter. This will establish the monthly water rate. You will then be charged for the total number of units, measured by your sub-meter, times the monthly water rate.
 - c. We send bills on a (check one):
 Monthly basis, therefore payments are due within 15 days after mailing; or
 Intervals greater than one month, therefore payments are due 30 days after mailing.

If Tenant fails to make payments when due, such non-payment shall be deemed a material breach of the Lease. Such breach may be cured by payment in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside sub-metering service manager. The billing entity from which Tenant shall receive monthly Utility bills and as designated by Landlord is:

Conservice

This designation may be changed by Landlord at any time. We will provide notice of changes if they occur.

- d. If your Lease starts after the beginning but before the end of the water company billing period, Landlord shall mail to Tenant on the first day of such term the sub-meter reading for the Premises as of the Lease commencement day.
- e. If the Lease terminates in the middle of the water company's billing period, Landlord shall give the Tenant on the last day of actual tenancy a final sub-meter reading for the Premises as of that day, together with a final bill, calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final sub-meter reading and bill to Tenant on the last day of the tenancy, Landlord shall do so by mail no later than the day thereafter. Notwithstanding paragraph 3(c) above, this amount shall be immediately due and payable or may be deducted from any security deposit. However, if it is later determined that based on actual cost received at the close of the water company's billing period that tenant's charge is less than what was used as a reference by Landlord to calculate the final bill, Landlord shall recalculate the amount due and mail Tenant a revised bill, together with a rebate for any overpayment.
3. Tenant acknowledges that Landlord cannot guarantee the level of charges for water and sewer utility service, which will vary over time depending on Tenant usage characteristics, changes in the rates imposed by the utility provider that provides service to Landlord and other factors. Any checks tendered for payment and dishonored due to insufficient funds shall be subject to the same penalty and fees as under the Lease.

You understand and acknowledge that certain water conservation devices have been installed on the showers, faucets, and water closets in your dwelling unit. You agree not to remove or tamper with these devices and shall provide us with prompt written notice in the event any such device requires repair or replacement. Failure to comply with this provision shall constitute a material violation of the Lease.

Resident Signature _____

Date _____

Management _____

Date _____



LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
(street address) in
Boston
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (list all residents):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance and personal property insurance satisfying the requirements listed below, at your sole expense.

4. REQUIRED POLICY. You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Massachusetts. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. WE MAY PROVIDE YOU WITH INFORMATION OF AN INSURANCE PROGRAM THAT WE MAKE AVAILABLE TO RESIDENTS, WHICH PROVIDES YOU WITH AN OPPORTUNITY TO BUY RENTER'S INSURANCE FROM A PREFERRED COMPANY. However, you are free to contract for the required insurance with a provider of your choosing.

6. SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: _____

8. DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS:

Any insurance policy purchased by resident must list the property as an Interested Party, and provide management with a Certificate evidencing coverage prior to move-in or renewal of your lease. The interested party must be listed as: Overlook at St. Gabriel's addressed to PO Box 12367, Columbus, OH 43212.

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

June 12, 2024



LEASE CONTRACT BUY-OUT ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

3. PURPOSE OF ADDENDUM. The purpose of this Buy-Out Addendum is to provide you with the policy regarding your ability to buy out the Lease Contract prior to the end of the lease term, subject to the terms and conditions contained herein. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Addendum.

4. BUY-OUT PROCEDURES. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if *all of the following occur:*

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (*check one*) must be the last day of a month or may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$_____;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.
- (i) we execute a mutually acceptable Early Lease Termination Addendum containing (among other terms) the provisions contained in this Paragraph 4.

5. WHEN PAYABLE. The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. The total dollar amount of any concessions

regarding rent or other monetary lease obligations for the entire lease term is \$ _____ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. SHOWING UNIT TO PROSPECTIVE RESIDENTS. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. COMPLIANCE ESSENTIAL. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your buy-out right and this addendum will be voided automatically; and the lease will continue without buy-out and any deposits as provided herein will be applied to any and all outstanding charges on your resident ledger. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term, and are not entitled to reapplication of any concession.

8. MISCELLANEOUS. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this addendum means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. SPECIAL PROVISIONS. Your right of buy-out may be exercised only if you comply with all of the subsections contained in Paragraph 4 herein AND you comply with all of the below additional provisions. Any special provisions below will supersede any conflicting provision of this printed addendum. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

If left blank, your Buy Out Fee will be equal to two (2) months' rent.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Lease Contract

June 12, 2024



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
(street address) in
Boston
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in, or permitting, any act intended to facilitate any type of criminal activity.
 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Massachusetts and/or the Federal Controlled Substances Act.

Resident or Residents (*sign here*)

Date of Signing Addendum

Owner or Owner's Representative (*signs here*)

Date of Signing Addendum

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:



NO-SMOKING ADDENDUM

Date: June 12, 2024
(when this Addendum is filled out)



Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the dwelling and/or the entire Community.

1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (list all residents):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE COMMUNITY IS STRICTLY PROHIBITED. All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the Community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the Community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the Community or in the enclosed spaces on the surrounding Community grounds.

5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.

In the event of such specially marked areas, smoking must be at least _____ feet from the building in the Community, including administrative office buildings. If the previous field is not completed (and smoking is permitted outside of buildings as provided herein), smoking is only permitted at least 25 feet from the buildings in the Community, including

administrative office buildings. The smoking-permissible areas are marked by signage. The distance referenced above applies on development grounds and may apply even if you are on public property to the extent that your and/or your guest's conduct interferes with other residents' rights to quiet enjoyment of their apartment home and/or the common areas.

Smoking on balconies, patios, and common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the Community may be used for smoking: None - this is a smoke-free community

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests. We reserve the right to modify or change the designated areas through modification to our community policies upon notification to all residents.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above, and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)



ADDENDUM REGARDING MARIJUANA USE

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024

Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. Massachusetts law permits the limited possession, use and/or manufacture of marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees

that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in termination pursuant to your Lease Agreement. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum



ADDENDUM PROHIBITING SHORT-TERM SUBLetting OR RENTAL



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington
Street Unit # 3522
_____Boston _____ (street address) in
_____(city), Massachusetts, 02135 _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

- | | | |
|---|---|---|
| 1. DWELLING UNIT DESCRIPTION. | Unit No. <u>3522</u> , <u>181 Washington Street Unit # 3522</u>

<u>Boston</u>
(city), Massachusetts, <u>02135</u> (zip code). | by law or by written, signed prior agreement with us. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract. |
| 2. LEASE CONTRACT DESCRIPTION. | Lease Contract date: <u>June 12, 2024</u>
Owner's name: <u>CCF-BVSHSSF WASHINGTON 1, LLC</u> | 6. REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method. |
| Residents (<i>list all residents</i>):
<u>Quan Gan, Haocheng Liu</u> | | 7. RESIDENT LIABILITY. You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum. |
| This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. | | |
| 3. SHORT TERM SUBLEASE OR RENTING PROHIBITED. Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to any temporary stays, overnight stays, or any other stays arranged on Airbnb.com or other similar internet sites. In addition, under no circumstances may any portion of the leased premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor. | | |
| 4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a material violation of this Addendum and a breach of your Lease Contract. | | |
| 5. VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted | | |

Resident or Residents

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



CONSTRUCTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
(street address) in
Boston
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION AT OR NEAR PROPERTY. Resident acknowledges that the property, including its common areas and apartments, as well as the neighboring property(ies), may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not, and in regard to neighboring property(ies) *cannot* guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not alter the terms and conditions of the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that could be beyond the control of the Owner. Accordingly, resident understands and acknowledges that it is the resident's responsibility to review and investigate anticipated and/or applied for repairs, renovations, improvements, or construction at or near the property; and that the agreed upon rent in the lease contract contemplates the herein disclosed known or anticipated repairs, renovations, improvements, or construction at the property and at neighboring property(ies).

7. ANTICIPATED/EXISTING PROJECTS. The current and/or anticipated construction at the property includes:

Title/Description: _____

Start Date: _____

Anticipated End Date (not guaranteed): _____

The known current and/or anticipated construction at the neighboring property(ies) includes:

Title/Description: Condominium Project

Start Date: 05/01/2021

Anticipated End Date (not guaranteed): 12/31/2023

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. DISPLACEMENT. In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect. Resident is urged to secure the appropriate insurance in the event of any necessary relocation, and understands that the Owner is not responsible for relocation costs unless the reason for relocation is due to Owner's omission, fault, negligence, or misconduct.

10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(*All residents must sign*)

Owner or Owner's Representative
(*signs below*)

Date of Signing Addendum



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
(street address) in
Boston
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024

Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for a person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to

keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—

provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. If you are unsure of how to treat any non-porous surface, please notify us in writing and we will take appropriate action.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous surfaces*. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Do not block or cover heating, ventilation or air conditioning ('HVAC') ducts in the premises. Resident must operate the HVAC system in a reasonable manner so as to maintain temperatures in the premises within a range of 62 to 78 degrees Fahrenheit. Resident must use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used. Continue use of fans for at least 30 minutes after the activity. Resident must notify Owner of any signs of water leaks, water infiltration, or mold within 24 hours of discovery.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

June 12, 2024



BED BUG ADDENDUM

Date: June 12, 2024
(when this Addendum is filled out)



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
(street address) in Boston
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (list all residents):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum. Nothing in this Addendum shall limit the requirements enumerated under the Lease Contract regarding reporting of insects, vermin or other pests, and/or your duty to prevent same in your unit.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must prepare your unit for treatment and follow all instructions provided by our licensed pest control firm regarding your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so at the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION.

You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION.

If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES.

If you, your co-tenants, occupants, invitees or guests are found to be the source of any bed bug infestation, then you may be obligated to the following responsibilities, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

- 9. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction prior to any transfers.

- 10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

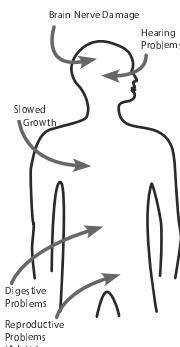
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized test kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.



Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U.S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact

U.S. EPA Region 9 (CMD-4C)

75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U.S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U.S. EPA Washington DC 20460
U.S. CPSC Bethesda MD 20814
U.S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*check (i) or (ii) below*):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the lessor (check (i) or (ii) below):

- (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

- (c) _____ Lessee has received copies of all information listed above.

- (d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

CCF-BVSHSSF WASHINGTON 1, LLC, 181 Washington Street Unit # 3522 #3522

Boston

Apartment Name & unit number OR street address of dwelling City

Lessee (Resident) _____ Date _____ Lessee (Resident) _____ Date _____

Lessee (Resident)	Date	Lessee (Resident)	Date
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Lessee (Resident) _____ Date _____ Lessee (Resident) _____ Date _____

CCF-BVSHSSF WASHINGTON 1, LLC

TENANT LEAD LAW NOTIFICATION



What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a serious environmental hazard. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be delead for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978; single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been delead or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.

- If your home was dealeded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been dealeded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home dealeded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be dealeded or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been dealeded. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP)
 (For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)
 1-800-532-9571

Massachusetts Department of Labor and Workforce Development
 (List of licensed deleaders)
 617-969-7177, 1-800-425-0004

Your local lead poisoning prevention program or your local Board of Health

U.S. Consumer Product Safety Commission
 (Information about lead in consumer products)
 1-800-638-2772

U.S. Environmental Protection Agency, Region 1
 (Information about federal laws on lead)
 617-918-1524

National Lead Information Center
 (General lead poisoning information)
 1-800-424-5323

Tenant Certification Form

Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) _____ Owner/Lessor has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (check documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all documents checked above.

(d) _____ Tenant has received no documents listed above.

(e) _____ Tenant has received the Massachusetts Tenant Lead Law Notification.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/Lessor	Date
Tenant	Date
Tenant	Date
Tenant	Date
Agent	Date

Owner/Lessor	Date
Tenant	Date
Tenant	Date
Tenant	Date
Agent	Date

Owner/Managing Agent Information for Tenant (Please Print):

CCF-BVSHSSF WASHINGTON 1, LLC

Name

175 Washington Street

Street

3522

Apt.

Boston

City/Town

02135

Zip

(404) 920-5300

Telephone

I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason: _____

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

Tenant and owner must each keep a completed and signed copy of this form.

Date: **June 12, 2024**
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington
Street Unit # 3522

Boston _____ (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (dist. all residents)

Quan Gan - Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ASBESTOS. In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

4. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

5. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident(s)
All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum



PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
 (city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024

Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 2 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

Resident or Residents
(All residents must sign)

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's negligence, omission, fault or misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any person relating to any injury sustained relating to or arising from any package that we received on your behalf (staff member act of handling/carrying a package excluded). You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. In the event that the content(s) of a package cause damage to our property, you understand and agree that you are responsible for any and all such damage(s). You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

If Owner uses a third-party package delivery, storage, or locker system to receive or store resident packages, then resident may be required to register for such service directly with the provider before resident's packages can be delivered to the community. If resident fails to complete any such registration, packages may be refused.

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024
Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications may be granted at the expense of the person requesting the same.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. Before any reasonable modification is made to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

A. Generally. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

B. Request for Accommodation, Evaluation of Disability. If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

C. Alternative Accommodation. Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

Community Manager

by writing or calling:

Leasing Office

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing

**LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024

Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (*list all residents*):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods:

- (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window;
- (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable);
- (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window;
- (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or
- (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ _____ will be charged and due prior to the installation of the satellite dish and/or antenna. The Parties understand and agree that the total sum of the security deposits held shall comply with M.G.L. c.186 s.15B, and will not exceed one month's rent. We consider the additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract will include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth herein AND in the Lease Contract.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Resident or Residents

(All residents must sign here)

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

**Owner or Owner's Representative
(signs here)**

Date of Lease Contract

**LEASE RENEWAL/EXTENSION
NON-WAIVER OF RIGHTS ADDENDUM**



This Lease Renewal/Extension Non-Waiver of Rights Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated June 12, 2024 between CCF-BVSHSSF WASHINGTON 1, LLC

("We/Us") and Quan Gan, Haocheng Liu

("You") for apartment number 3522 ("Premises") located at 181 Washington Street Unit # 3522, Boston, MA 02135 ("Property"), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

You understand and agree that the execution of the Lease does not waive either parties' rights and/or responsibilities under any prior lease agreement between you and us. Without limiting the foregoing, any alleged violation(s) committed by you and/or your household member(s), guest(s) and/or invitee(s) of a prior lease agreement ("Prior Violations") shall be considered and included as grounds to terminate your tenancy in conjunction with violation(s) that occur during the term of the current Lease Contract. The Parties understand and agree that Prior Violations alone **will not** be sufficient grounds for default and/or eviction, except in the event that Prior Violations were unknown by us at the time of extension/renewal.

Prior Violations that are not waived by us include, but are not limited to:

- a) Consistently late rent payment history;
- b) Disturbances caused and/or created by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal;
- c) Damage caused to the Premises and/or the common areas of the development by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal;
- d) Criminal conduct at or near the development by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal; and
- e) Your failure to pay utility charges and/or any other amount(s) due under any prior Lease.

The execution of the Lease Contract shall not waive any prior notice(s) to quit or pending actions against you by us.

Resident Signature: _____ Date: _____

Management: _____ Date: _____

**LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



1. DWELLING UNIT DESCRIPTION.

Unit No. 3522, 181 Washington Street Unit # 3522
Boston (street address) in
(city), Massachusetts, 02135 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: June 12, 2024

Owner's name: CCF-BVSHSSF WASHINGTON 1, LLC

Residents (list all residents):

Quan Gan, Haocheng Liu

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during their residency. Each additional remote control for you or other occupants will require a \$ _____ non-refundable fee.

Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.

Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

If a remote control is lost, stolen or damaged, a \$ 25.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there may be a deduction from the security deposit for the replacement and/or repair of the same.

If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly. Therefore, it is Resident(s) obligation to provide us with up to date contact information whenever said information may change.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. You and all other occupants must read the written instructions that have been furnished to you regarding the access gates, which are hereby incorporated by reference as part of this addendum and your lease. If the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. To the extent allowed by Massachusetts law, we are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You are expected to refrain from sharing or otherwise landing access code(s), card(s), and/or remote control(s) that provide access to the community. You will be held responsible for the actions of any persons to whom you provide access to the community.

8. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with the gate or allow your occupants to tamper or play with the gates.
- Never permit another vehicle to follow your vehicle through an open gate.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Mail key replacement charge is \$10.00 per occurrence

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

June 12, 2024



RESOURCES & INFORMATION FOR TENANTS

Updated August 2021

Required by the Housing Stability Notification Act

If you are a Boston tenant, you may be eligible for help from the following agencies. Some income limits and other eligibility criteria may apply.

For legal help, visit COVID Eviction Legal Help Project at evictionlegalthelp.org or call 211.

For help resolving landlord/tenant matters, including evictions, housing search assistance, referrals for legal services, and applications for financial assistance, visit: boston.gov/housing-stability or call (617) 635-4200.

For help with rental assistance, rent arrears, and/or moving expenses, visit:

State Rental Relief Fund (RAFT)
mass.gov/covid-19/getting-help-with-housing-costs or contact 211
City Rental Relief Fund
boston.gov/rental-relief or contact 311

For legal help and advocacy in evictions, contact:
Great Boston Legal Services
(617) 603-1807
Harvard Legal Aid Bureau
(617) 495-4408
Legal Services Center of Harvard Law School
(617) 390-2555

OFFICE OF HOUSING STABILITY TENANTS' RIGHTS IN AN EVICTION CASE

It is important that you consult with a lawyer as soon as possible. As a tenant, you may choose to, *but do not have to*, move out date in the notice to quit. **ONLY THE COURT CAN ORDER YOU TO LEAVE YOUR HOME.** The Office of Housing Stability can refer you to an attorney and provide other eviction resources. Visit boston.gov/eviction-questions for more information. **APPLYING FOR RENTAL ASSISTANCE NOW MAY TEMPORARILY STOP YOUR HOUSING COURT CASE.**

NOTICE TO QUIT

Landlord provides the tenant with a Notice to Quit (in most cases)

- The amount of notice will vary depending on the type of tenancy. In most cases, it will be 14 or 30 days or a rental period notice.

COURT COMPLAINT

Landlord provides the tenant with a summary process Complaint

- The Summons and Complaint will be hand-delivered by a constable/sheriff OR left at the tenant's apartment and sent by first class mail.
- The Summons will list the court location and you will receive a court notice with your hearing date and time at a later time. **PAY ATTENTION TO THESE DATES – MISSING A COURT APPEARANCE MAY RESULT IN AN AUTOMATIC JUDGMENT AGAINST YOU.**
- Most hearings will held by Zoom. If you need access to a computer, please call one of the legal resources listed above.
- The tenant will likely have at least 2.5 weeks' notice of the court date. More information about your court date can be found on masscourts.org.
- During your hearing, you may have access to a free lawyer. YOU MUST ASK TO SPEAK TO THIS LAWYER.

FILE ANSWER AND DEMAND FOR JURY TRIAL

Tenant has the right to file an Answer and Demand for Jury Trial, and other documents by the deadline ("Answer Date") in the Complaint

- The tenant should file with the court and give the landlord (or landlord's attorney) an Answer and Demand for Jury Trial three days before the first Court event.
- The Answer explains any defenses or counterclaims the tenant has to the landlord's claim for possession, any rent due, and any lease violations. Counterclaims are claims that the tenant has against the landlord such as bad conditions or mishandling a security deposit.
- By the same deadline, the tenant has the right to file and serve discovery requests (requests for information from the landlord about the case) and a Demand for Jury Trial.
- INFORM THE COURT THAT YOU HAVE APPLIED FOR RENTAL ASSISTANCE. THIS MAY TEMPORARILY STOP YOUR HOUSING COURT CASE.

Use the QR code or visit boston.gov/tenant-notification to view this document in additional languages.



This document is for informational purposes only and does not constitute legal advice from or on behalf of the City of Boston.



St. Gabriel's

Signature Details

	Signer	IP Address	Date Signed
1	Haocheng Liu Co-Applicant (13702462)	124.127.4.146	06/14/2024 01:33:06 AM
2	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:35:56 AM
3	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:36:23 AM
4	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:36:48 AM
5	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:38:38 AM
6	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:38:56 AM
7	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:39:31 AM
8	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:40:27 AM
9	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:40:41 AM
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11	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:41:30 AM
12	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:42:12 AM
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14	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:43:20 AM
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25	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:47:48 AM
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39	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:52:48 AM
40	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:52:59 AM

41	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:53:13 AM
42	Haocheng Liu Co-Applicant (13702462)	106.39.158.34	06/14/2024 01:53:26 AM
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58	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:33:28 PM
59	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:33:47 PM
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66	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:35:13 PM
67	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:35:24 PM
68	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:36:53 PM
69	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:37:07 PM
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74	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:41:28 PM
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86	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 08:58:35 PM
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94	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 09:06:47 PM
95	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 09:07:53 PM
96	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 09:08:22 PM
97	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 09:23:34 PM
98	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 09:23:50 PM
99	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 09:52:00 PM
100	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:02:17 PM
101	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:04:54 PM
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110	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
111	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
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123	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
124	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM

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137	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
138	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
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154	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
155	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM
156	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:06 AM



Credit Reporting Addendum

As a service to our residents to help them build a positive credit history, PeakMade has partnered with RentPlus, a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent and utility payments due under the Lease Contract and this addendum.

Enrollment. By signing this Addendum, Resident shall be enrolled in RentPlus for the entire Term of the Lease Contract unless Resident opts-out of the credit reporting as given below. Enrollment is only available to those Residents who are 18 years of age or older.

Financial Services Fee. After the first month of RentPlus services, residents will be charged a financial services fee of \$10.00 per month each.

Opting Out of RentPlus. Resident may opt out of RentPlus at any time by:

- Logging in at my.rentplus.com/login and clicking on Account Settings
- Sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84321 – Attn: RentPlus Service Change, or
- Contacting RentPlus directly at support@rentplus.com.

There are no prorations or refunds for partial months of participation. The financial services fee is earned in full on the 1st of each month.

Terms and Conditions. Resident's enrollment in RentPlus shall be subject to the terms and conditions of use that can be found at www.rentplus.com/terms-of-use. The RentPlus services and fees may be altered, changed, terminated, or otherwise modified by RentPlus with thirty (30) days' advance notice to the Resident. Resident(s) hereby acknowledge that the Owner may provide the above-described payment information, together with Resident's personally identifiable information (including, but not limited to, name, social security number, and permanent address) to RentPlus and that Resident(s) will be enrolled in RentPlus. RentPlus may also use Resident's telephone number to contact Resident via voice call or text message in accordance with the Terms of Use linked above. Owner may cancel or suspend the RentPlus program or replace it with a similar service in its sole discretion at any time with thirty (30) days' advance notice to Resident.

Resident acknowledges and agrees that TransUnion may provide their individual credit reports to Simplified Business Group, LLC ("Rent Dynamics") solely for the purpose of tracking changes to their credit score over periods of time in order to measure the effectiveness of Rent Dynamics' RentPlus program. Rent Dynamics will make such credit score information available to Resident in their RentPlus resident portal for so long as Resident is enrolled in RentPlus.

RentPlus can be contacted directly at support@rentplus.com or 855-388-5314.

¹ Quan Gan

² Caera Monahan

RentPlus Addendum

Signature Details

Signer	IP Address	Date Signed
1 Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:08:58 PM
2 Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:16 AM

PeakMade Real Estate Property Damage Liability Waiver Addendum

(Not an Insurance Policy)

This Addendum is incorporated by reference into the Lease and is made a part thereof. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

Property Damage Liability Waiver Program. All residents are eligible to participate in the Community's Property Damage Liability Waiver Program (the "Waiver Program"). Participation in the Waiver Program: (i) waives a resident's obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000.00; and (ii) waives a resident's obligation to indemnify the Landlord for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the resident's negligent acts or omissions in an amount up to \$100,000.00. **There is a \$17 monthly charge for participating in the Waiver Program, which will be collected as additional rent each month unless you cancel your participation as given below.**

The Waiver Program only waives Resident's liability to the Landlord and does not waive liability to any third parties except as provided herein. The Waiver Program applies to damage caused by Resident's (and Resident's guests') negligent acts or omissions. The Waiver Program also covers up to \$10,000 in damage to personal property and up to \$1,000 in additional living expenses when Resident's negligent act causes damage to a unit that makes the unit uninhabitable. The maximum amount covered by the Waiver Program for a claim or series of claims arising out of the same originating cause is \$100,000.00. Coverage for personal property loss or living expenses erodes the \$100,000.00 maximum and, subject to the sublimits referenced above, will be covered per the following priority schedule: first, to pay for damage to Landlord's property (e.g., damage to the apartment); second, damage to the personal property of other residents; third, the additional living expenses of other displaced residents; fourth, damage to Resident's personal property, and fifth, Resident's additional living expenses. In no event will the Waiver Program cover liability or loss in excess of \$100,000.00 that arises out of the same cause; any amount of loss or liability in excess of \$100,000.00 remains subject to the terms of the Lease. **Excluded from coverage are (1) damages caused by intentional misconduct; (2) claims of bodily or personal injury, (3) damage or loss caused by theft, burglary, or vandalism and (4) damages resulting from or associated with a breach of the lease, including, but not limited to, damages caused by illegal substances and/or malicious acts.**

Resident agrees to immediately report all property damage to Landlord. Failure to report property damage within twenty-four (24) hours of becoming aware of such damage may result in loss of coverage under the Waiver Program.

Election to Participate and Cancellation. Resident understands that participation in the Waiver Program is optional, but that all residents are enrolled in the Waiver Program unless and until proof of other insurance has been provided to Landlord. Participation in the Waiver Program may be cancelled at any time by providing Landlord with a certificate of insurance showing that resident has obtained property liability insurance as required by the Lease. The certificate of insurance must: (i) show a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup; (ii) identify the Apartment Community as an "Interested Party" with an address of PO Box 12367 Columbus, OH 43212; and (iii) correctly identify the Resident's insured address. Resident shall provide Landlord with a certificate of insurance showing the requisite coverage upon request.

Resident understands and agrees that Landlord may place Resident in the Waiver Program and charge Resident additional rent of \$17.00 per month if, at any time during the term of the Lease, Resident's insurance coverage is cancelled or lapses for any reason, or if the certificate of insurance provided does not contain the required information.

The monthly Waiver charge of \$17 may be prorated for partial months of occupancy or program participation.

Discontinuation of Program. Landlord may discontinue the Waiver Program at any time. Upon receiving notice of Landlord's election to discontinue the Waiver Program, Resident shall obtain and maintain liability renter's insurance as required by the Lease; failure to obtain liability renter's insurance is a material breach of the Lease and Landlord may take all necessary action, including the initiation of eviction proceedings for failure to abide by the terms of the Lease. The Waiver Program will automatically terminate if the Community undergoes a change in management.

Notice to Residents. If you elect to participate in the Waiver Program, such election only waives your obligation to indemnify the owner for accidental damages caused by your (or your guests') negligent acts or omissions as described herein. If you elect to participate in the Waiver Program, you are neither purchasing an insurance policy nor are you being listed as a named insured under any owner policy. The Waiver Program is neither designed to be your exclusive insurance policy for property damage, nor is it intended to replace your personal property or liability insurance policy. You should consult an insurance professional to evaluate and determine your own personal insurance needs. The Waiver Program and this Addendum does not prohibit or otherwise restrict you from purchasing your own insurance.

Nonpublic Personal Information. Nonpublic information about you is collected from applications, transactions and reports to which we have access, including information received from consumer reporting agencies and inspection reports. We do not disclose any nonpublic personal information about you except as permitted by law. We may disclose nonpublic personal information about you to financial service providers, such as insurance agents, brokers, and/or insurance companies. Access to nonpublic personal information about you is restricted to those employees and third parties who need to know that information to provide products or services to you.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Property Damage Liability Waiver Addendum - Conventional

Signature Details

	Signer	IP Address	Date Signed
1	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:08:29 PM
2	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:08:41 PM
3	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:17 AM



We all have a role in limiting the spread of COVID-19. These rules related to the fitness center, common areas, and all other amenity areas and shared spaces of the Community (each individually a "Facility" and collectively the "Facilities") have been developed with the health and safety of residents and team members in mind and in accordance with state/local orders and guidance from public health authorities. COVID-19 is a highly contagious virus and any use of the Facilities increases risk. **Resident(s) expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the Facilities at the Community.**

Follow health and safety guidance from state/local government and public health authorities. Additional resources can be found online at: Centers for Disease Control and Prevention – www.coronavirus.gov

The Rules and Regulations and/or Community Policies of The Overlook at St. Gabriels (the "Community") are amended to include the following additional rules, which are incorporated as part of your Lease Contract, effective immediately:

Residents must:

1. Comply with all posted signs and published rules relating to specific Facilities, including occupancy limits and protective measures.
2. Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
3. Avoid group gatherings.
4. Self-screen before utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
5. Wash or disinfect hands upon entry into any common area and after using any Facility or interacting with other individuals not within the same household.
6. Clean equipment, furniture or high-touch surfaces that are shared before and after use.
7. Leave any outdoor furniture where it is – do not move furniture.
8. Consider wearing face cloth coverings (over nose and mouth) when entering any Facility or enclosed space.

ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The Community and its Owner and Manager make no representation or warranty that our Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19.

A violation of the Community's Rules and Regulations and Community Policies, including the rules listed above, shall constitute a violation of the Contract; in which case, Owner shall be entitled to pursue all rights and remedies pursuant to the Contract and applicable law.

COVID-19 Amenity Rules - Panavar

Signature Details

	Signer	IP Address	Date Signed
1	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:07:42 PM
2	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:17 AM



Addendum. This is an addendum to the Lease Contract by and between the undersigned Owner and Resident for an apartment (the "Apartment") at The Overlook at St. Gabriels (the "Community"), located at 175 Washington Street, Brighton, MA 02135.

Important: Please read this addendum before signing. This addendum pertains to the potential for exposure and infection from the COVID-19 Virus that may be present in or around the Community and personal injuries or property loss sustained by the Resident as the result of using the Facilities provided in the Community. This addendum requires the Resident to take reasonable steps for protecting his or her safety and security, and it *limits the liability* of the Owner and managing agent or company (the "Manager") *under certain circumstances* for injuries, property loss, and damages. Your signature below means that you read and understand this addendum.

1. Definitions. The term "COVID-19 Virus" refers to the widespread virus that resulted in a global pandemic and many federal, state, and local orders that declared a state of emergency and closed many businesses and facilities, directed sheltering in place.

As State and local health guidelines ("Guidelines") are issued which permit businesses to reopen to perform basic operations under certain specified conditions, Resident, Occupants, and guests (if applicable) understand and agree to follow such guidelines when accessing, entering, or using common areas, facilities, amenities, and all places within the apartment community outside the Resident's apartment.

"Facilities" includes, but is not limited to, all parts of the Community that may be used by the Resident, Occupants, guests, visitors, and invitees and includes, but is not limited to, the business office, clubhouse, business center, fitness center, tennis courts, pool, spa, sauna, steam room, bathrooms, walking trails, grilling and picnic areas, play and recreation areas, dog park, car wash stations, tv and media rooms, entertainment areas. The term also includes any equipment for use in the area, including but not limited to, exercise and fitness equipment, and tv remote controls.

2. No Representations, Guarantees, Covenants, or Warranties. Resident acknowledges and agrees that neither the Owner nor Manager have made any verbal or written representations, guarantees, covenants, or warranties, either express or implied, that: the Community or its entrances, exits, common areas, apartments, or any portion are safe or free from the COVID-19 Virus; or measures adopted or followed to meet governing health Guidelines when performing basic operations is, has been, or will be provided to or for Resident that will prevent the COVID-19 Virus from occurring in or around the Community.

Neither the Owner nor Manager market, advertise, or make representations that the Resident or Resident's occupants, social guests, visitors, or invitees will be safe or free from the COVID-19 Virus while they are using, in, near, at, leaving, or entering any portion of the Community.

Although the Owner and Manager will follow the state and local Guidelines to reduce exposure to the COVID-19 Virus, Resident agrees and understands such steps will not prevent exposure to the COVID-19 Virus. Exposure can occur from association to other Residents, Occupants, and guests regardless of steps taken to comply with Guidelines issued by the federal, state or local government.

3. Reopening Protocols Do Not Assure Prevention of the Covid-19 Virus. Resident acknowledges and agrees that the existence, presence, use, and adherence to the Governor's Order for minimum basic operation requirements does not constitute an implied warranty or representation from the Owner or Management that the Resident will be safe or protected from the COVID-19 Virus or that following such procedures will prevent the Resident, Occupants, and guests from contracting COVID-19 Virus in the Apartment or around or near the Community. It is Resident's responsibility to exercise due care and caution for his or her own safety at all times when using the Facilities of the Community. Resident acknowledges and agrees that the Owner and Manager have no statutory or contractual duty to keep the common areas of the Community safe or free from COVID-19 Virus.

4. Duty to Exercise Due Care for Resident's Own Safety. Resident acknowledges and agrees that he or she



has a duty at all times to exercise due care to protect and provide for his or her own safety and property from the existence of COVID-19 Virus and acts of others who may be contagious with COVID-19 Virus. Resident understands and agrees that the Owner or Manager cannot and do not know who has and does not have the COVID-19 Virus.

Resident acknowledges and agrees that in the event Resident's family, Occupants, guest, or invitees have the COVID-19 Virus, exhibit COVID-19 symptoms, a fever, or have influenza like symptoms they will refrain from using any Facilities in the Community, quarantine, and seek appropriate medical care to prevent spread of the virus.

5. Limitation of Owner's and Manager's Liability: Neither Owner Nor Manager Shall Have Liability to Resident for Damage or Injury Sustained Due to the Improper Acts of Others Who Fail to Follow Local, State and Federal Guidelines or Use the Facilities While Contagious with the COVID-19 Virus. Resident expressly waives and releases Owner or Manager from any liability or any negligence claim based on alleged acts of other Residents, Occupants, social guests, visitors, or invitees pertaining to any condition, defect, action, or failure to act in the common areas of the apartment community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent COVID-19 Virus from being in the Apartment or in the common areas of the Community.

6. Owner and Manager Are Not Required to Provide Notices of COVID-19 Virus in the Community. Resident acknowledges and agrees that:

Owner and Manager are not required by law to provide written or verbal notices to the Resident of illness or death related to COVID-19 Virus in or around the Community other than a notice required to be posted under the Guidelines which specify or may specify posting of a notice at certain Facilities in the Community; and

Owner's or Manager's decision to provide an additional or voluntary advisory or notice of COVID-19 Virus does not create a legal or contractual duty on the part of the Owner and Manager to investigate or provide information to Resident regarding other instances of the COVID-19 Virus that occur at the Community nor to continue giving such notices in the future.

Resident acknowledges that Resident has read this Addendum in full and understands the terms contained herein. **RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

OWNER:

Name Printed: _____

Signature: _____

Title: _____

Date: _____

RESIDENT:

Name Printed: _____

Signature: _____

Date: _____

COVID-19 Lease Addendum - Panavar

Signature Details

	Signer	IP Address	Date Signed
1	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:07:09 PM
2	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:07:24 PM
3	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:18 AM

COMMUNITY ADDENDUM

This Addendum is incorporated into the Lease Contract by and between the undersigned Resident and Owner and is in addition to all the terms and condition contained in the Lease Contract. If any terms of this Addendum conflict with the Lease Contract, the terms of this Addendum shall be controlling. This Addendum shall modify and amend the Lease Contract as follows:

Section "RENT AND CHARGES" of the Lease Contract is amended to include the following:

If resident elects to mail any payment, then it is resident's responsibility to ensure that payment is received in the management office by the due date. After two (2) returned checks, all future rent installments owed must be paid in cashier's check or money order. We have the right to refuse to accept partial payments. If the due date falls on an observed holiday, payment must be made on the first day following the holiday.

We may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and we reserve the right to charge reasonable processing fees for such payment methods as allowed by applicable law. We shall have the right to refuse any tender of payment in cash and third-party checks. We are not responsible for or affiliated with any third-party payment processor who may charge residents a fee to use their online payment service to pay rent and other charges. If you elect to use a third party payment processing service (via a web portal link on our website, or other means), you waive all claims against us related to your use of said service and further agrees to indemnify us for your use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent you from paying rent on time or us from receiving payment on time; and related to any fees charged for any reason by the third party processor.

Section "PROHIBITED CONDUCT" of the Lease Contract is amended to include the following:

TO THE GREATEST EXTENT AUTHORIZED BY LAW, WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT ANY LAWFUL RIGHTS TO CARRY A WEAPON(S) AS PROVIDED BY LOCAL OR STATE LAW. **Owner does not guarantee a firearms-free environment.**

CONSENT TO COMMUNICATION: In addition to any consent to solicitation or communication authorized in the Lease Contract, you also consent to receiving communication for any reason related to the services provided by any Authorized Entities or services to be provided in the future by any Authorized Entities, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident provides. In addition, you further expressly consent and authorize any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier or mode that you provide to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by you. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages, electronic mail directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages or mail otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

* If you wish to opt-out of the Consent to Solicitation provided in this Lease Contract, please see the Leasing Office to complete an Opt-Out Form. Your failure to complete an Opt-Out Form means you consent to being contacted by signing this Lease Contract. An Opt-Out Form must be completed by you, as no other form of request (phone, email, or otherwise) will be valid.

ADDITIONAL COMMUNITY POLICIES:

EXTERIOR APPEARANCE: Resident cannot change the structure or appearance of any patio or balcony area. Balconies or patios shall not be used for storage, including automobile tires and/or parts, firewood and other unsightly or heavy items. Only outdoor furniture and related patio items may be placed on any patio, porch or balcony. As required by law, one United States flag may be displayed on a patio or balcony so long as it does not protrude beyond the boundaries of the balcony. No other flags or emblems may be displayed in a window or on a balcony or patio at any time.

Resident acknowledges that Resident has read this Addendum, as well as the Lease Contract, the Rules and Regulations, and any other addenda. Resident affirms that Resident will comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

Overlook at St. Gabriel's

² Zuan Gan ³ Caera Monahan

Community Addendum - Overlook at St. Gabriel's

Signature Details

	Signer	IP Address	Date Signed
1	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:05:55 PM
2	Quan Gan Primary (13699174)	76.19.45.201	06/17/2024 10:06:30 PM
3	Caera Monahan Owner/Manager	156.146.98.30	06/24/2024 11:27:18 AM