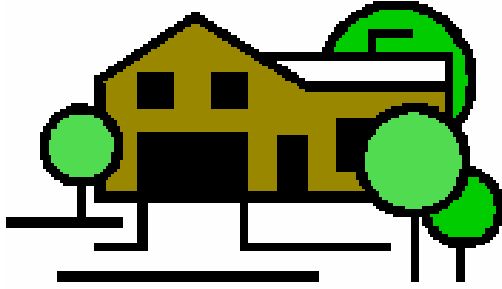


MELO PROPERTIES, LLC



P.O. Box 926
TAUNTON, MA 02780
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(Fax) 603-288-0753
(e-mail) meloproperties@verizon.net

RESIDENTIAL LEASE AGREEMENT

1. IDENTIFICATION OF PARTIES AND PREMISES

This Agreement is made and entered into on _____, 20____ between the following named persons:

Resident 1: _____

Resident 2: _____

Resident 3: _____

Resident 4: _____

(herein called "Residents") and Melo Properties, LLC (herein called "Management"). Subject to the terms and conditions set forth in this Agreement, Management rents to Residents, and Residents rent from Management, the premises located at _____ (herein called "the premises"). The premises shall be occupied only by the above mentioned Residents. Residents shall use the premises for residential purposes only and for no other purpose without Management's prior written consent. Occupancy by guests for more than 30 days in any six-month period is prohibited without Management's written consent and shall be considered a breach of this Agreement.

2. INDIVIDUAL LIABILITY

Each resident who signs this Agreement, whether or not said person is or remains in possession, shall be jointly and severally liable for the full performance of each and every obligation of this Agreement, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the premises regardless of whether such damages were caused by a Resident or invitee of a Resident.

3. TERM OF THE TENANCY

The term of this Agreement shall commence on _____ and shall continue from that date

- a. On a month-to-month basis. This Agreement will continue for successive terms of one month each until either Management or Residents terminate the tenancy by giving the other thirty (30) days written notice of an intention to terminate the premises. A Form has been include with this lease and must be completed in its entirety and submitted to Management. In the event such notice is given, Residents agree to pay all rent up to and including the notice period.
- b. For a period of _____ months expiring on _____. Should Residents vacate before the expiration of the term, Residents shall be liable for the balance of the rent for the remainder of the term, less any rent Management collects or could have collected from a replacement resident by reasonably attempting to re-rent. Residents who vacate before expiration of the term are also responsible for Management's costs of advertising for a replacement resident. In the event Residents fail to give written notice of an intention to vacate the premises at the end of the term, the tenancy shall become one of month-to-month on all terms specified in section (a) of this clause.

4. PAYMENT OF RENT

Residents shall pay Management rent of \$ _____ per month, payable and due in advance on the 1st day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent shall be paid by personal check, money order or cashier's check only, to Melo Properties, LLC at, P.O. Box 926, Taunton MA 02780, or at such other place as Management shall designate from time to time.

Residents shall pay Management rent of the sum of \$ _____ for the first Month's rent and \$ _____ for the last Month's rent of the premises owned by said Management

5. LATE CHARGES AND RETURNED CHECKS

If rent is paid after the 30th day of the month, there will be a late charge of \$ 35 assessed. If any check given by Residents to Management for the payment of rent or for any other sum due under this Agreement is returned for insufficient funds, a "stop payment" or any other reason, Residents shall pay Management a returned check charge of \$ 25. Such costs and fees will be additional rent and payment due immediately as they occur.

6. FAILURE TO PAY

As required by law, Residents are hereby notified that a negative credit report reflecting on Residents' credit history may be submitted to a credit reporting agency if Residents fail to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

7. HABITUAL LATE PAYMENT OF RENT

Resident acknowledges that a habitual late payment of rent is a material default under this Lease, even if Resident eventually pays the rent. Management is entitled to terminate the lease for Residents failure to pay rent on time on more than TWO (2) occasions within any SIX (6) month period.

8. LEGAL EXPENSES

If permitted by law, you will reimburse us for all of our court costs and reasonable attorney's fees we incur as a result of any legal action we bring against you for any reason (including an action for eviction or an action for your failure to comply with any of your obligations under this lease). Such costs and fees will be additional rent and payment due immediately as they occur.

9. SECURITY DEPOSIT

Before the commencement of this Agreement, Residents shall pay Management \$ _____ as a security deposit. Management may use there from such amounts as are reasonably necessary to remedy Residents' default in the payment of rent, repair damages to the premises exclusive of ordinary wear and tear, and to clean the premises if necessary. Management shall refund Residents the balance of the security deposit after such deductions within Thirty (30) days after the expiration of this Agreement. If deductions have been made, Management shall provide Residents with an itemized account of each deduction including the reasons for and the dollar amount of each deduction.

Statement: Resident is entitled to interest on said deposit payment at the rate of five percent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held payable in accordance with the provisions of this clause. The resident should provide the lessor or owner with the forwarding address at the termination of the residency indicating where such interest may be given or sent.

10. UTILITIES

Residents shall pay directly for all utilities, services and charges provided to the premises, including any and all deposits required, except for the following, which shall be paid by Management:

- a. **None.**
- b. _____ **----- Sewer & Water -----** _____

11. PARKING

Residents are assigned parking as follows:

- a. **None.**
- b. _____

This space shall be used for the parking of _____ car(s) only. Residents may not repair vehicles of any kind in any parking space or anywhere else on or about the property. Grease, oil and any other drippings must be cleaned by Residents when they occur and at Residents' expense. Cars are not to be washed on or about the premises. In addition to rent, Residents shall pay Management a parking fee of \$ **0** per month. This fee is payable in advance along with the rent and shall be paid at the same address as designated by Management for payment of rent.

12. PETS

No animal, bird or other pet shall be brought on or kept on the premises without Management's prior written consent, except for the following:

a. **None.**

b. _____

13. QUIET ENJOYMENT

Residents shall be entitled to quiet enjoyment of the premises. Residents shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident.

14. ASSIGNMENT AND SUBLETTING

No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the Management. Any attempted subletting or assignment by Residents shall, at the election of Management, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law.

15. POSSESSION OF THE PREMISES

The failure of Residents to take possession of the premises shall not relieve them of their obligation to pay rent. If Management is unable to deliver possession of the premises for any reason not within Management's control, Management shall not be liable for any damage caused thereby, nor will this Agreement be void or voidable, but Residents shall not be liable for any rent until possession is delivered. If Management is unable to deliver possession within 30 calendar days after the agreed commencement date, Residents may terminate this Agreement by giving written notice to Management, and shall receive a refund of all rent and security deposits paid.

16. CONDITION OF THE PREMISES

Residents agree to:

- (i) properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises,
- (ii) keep all common and egress areas free of all debris or offensive signs
- (iii) maintain the premises in clean and sanitary condition, and upon termination of the tenancy, to surrender the premises to Management in the same condition as when residents first took occupancy, except for ordinary wear and tear.
- (iv) Resident agrees that all items left on the property after no longer residing at the property to be declared as discarded items of no value and to be removed by any means suitable to management.
- (v) if the surrounding grounds are part of the premises and for exclusive use of residents, residents agree to irrigate and maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish and weeds and trimming all grass and shrubbery as necessary to effect a neat and orderly appearance to the property,
- (vi) notify management in writing upon discovery of any damages, defects or dangerous conditions in and about the premises.
- (vii) reimburse management for the cost of any repairs to the premises of damages caused by misuse or negligence of residents or their guests or invitees. residents acknowledge that they have examined the entire interior and exterior of the premises, including plumbing, heating and electrical appliances, smoke & carbon monoxide detector(s), fixtures,

carpets, drapes and paint, and have found them to be in good, safe and clean condition and repair, with the following exceptions: (Specify "none" if there are no exceptions)

--- See Statement of Condition ---

17. REPAIRS, ALTERATIONS AND DAMAGES

Except as provided by law or as authorized by the prior written consent of Management, Residents shall not make any repairs or alterations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds. If the premises are damaged or destroyed as to render them uninhabitable, then either Management or Residents shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within fifteen days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Residents or Residents' guests or invitees, Management only shall have the right to termination and Residents shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

18. EMERGENCY ENTRY AND INSPECTION

Residents shall make the premises available to Management or Management's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or residents, appraisers, workmen or contractors or in case of emergency. Except in case of emergency, Management shall give Residents reasonable notice of intent to enter. Management does respect Residents privacy and will attempt to notify you before entering your apartment. In order to facilitate Management's right of access, Residents shall not, without Management's prior written consent, add, alter or re-key any locks to the premises. At all times Management shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Residents further agree to notify Management in writing if Residents install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

19. EXTENDED ABSENCES AND ABANDONMENT

In the event Residents will be away from the premises for more than 30 consecutive days, Residents agree to notify Management in writing of the absence. During such absence, Management may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs. Abandonment is defined as absence of the Residents from the premises, for at least 30 consecutive days without notice to Management. If the rent is outstanding and unpaid for fourteen (14) days and there is no reasonable evidence, other than the presence of the Residents' personal property, that the Residents are occupying the unit, Management may at Management's option terminate this agreement and regain possession in the manner prescribed by law.

20. INSURANCE DISCLAIMERS

Residents assume full responsibility for all personal property placed, stored or located on or about the premises. Residents' personal property is not insured by Management. Management recommends that Residents obtain insurance to protect against risk of loss from harm to Residents' personal property. Management shall not be responsible for any harm to Residents'

property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Management's control.

21. HOLD HARMLESS

Residents expressly release Management from any and all liability for any damages or injury to Residents, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Management or Management's agents.

22. SMOKE & CARBON MONOXIDE DETECTORS

The premises are equipped with two (2) smoke & carbon monoxide detection devices, and Residents shall be responsible for reporting any problems, maintenance or repairs to Management. Replacing batteries is the responsibility of Residents.

23. LEAD BASED PAINT DISCLOSURE

By initialing, Resident acknowledges receipt of disclosure of information on lead-based paint and lead-based paint hazards. Management has no reports or knowledge of lead-based paint on the premises.

Residents initial here: _____

24. LIQUID-FILLED FURNITURE

Resident shall not use or have any liquid-filled furniture on the premises without Management's prior written consent.

The following statement(s) are in compliance with M.G.L – Chapter 186, Section 15b

Statement of Condition

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists I the premises. This statement must be returned to the lessor or his agent within fifteen days after you receive this list or within fifteen days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

Description of rented or leased premises: _____

Date of Lease: _____

Resident: _____

Name of receiver and/or lessor: Tony Melo

WRITTEN DESCRIPTION OF CONDITION OF THE APARTMENT LISTED ABOVE AS OF THIS DATE

The above mentioned property contains no cosmetic, functional or mechanical defects. The property contains one (1) Refrigerator, one (1) Stove,

I/we agree that the above description is correct and complete

Resident's Signature: _____

Date: _____

**TENANT'S MANDATORY NOTICE TO
MANAGEMENT OF INTENTION TO VACATE**

Date: _____

To: _____

From: _____

This notice that on (date) _____ the undersigned intends to move from the residence at (address) _____

The undersigned understands that the lease/rental agreement requires 30 days of advance notice. The undersigned also understands that he or she is responsible for paying rent through the end of the notice period required in the lease/rental agreement or until another tenant approved by the management has moved in, whichever occurs first.

The undersigned understands that any deposits that he/she is entitled to will be refunded within 30 days after the premises have been vacated and all keys returned to the management, so long as the dwelling is left in broom-clean condition and undamaged.

Reasons for leaving: (Optional)

Forwarding address: (*Required*)

New phone number: (Recommended)

In accordance with the lease/rental agreement, the undersigned agrees to allow the management to show the dwelling to prospective tenants at any and all reasonable times.

Tenant:

Tenant:

23. ADDITIONAL PROVISIONS

(Specify "none" if there are no additional provisions)

 -- Resident is to pay a deductible of \$25 for all repairs totaling \$100 or more --

24. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Residents and Management. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Management nor Residents have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Residents or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Residents and procedures as required by law. Management retains the right to amend this rental agreement, due to errors or omissions, at any time and for any reason within the confines of the law. Management retains the right to amend this rental agreement at any time and for any reason within the confines of the law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in several counterparts, each of which shall be deemed an original, as of the day, month, and year first above written.

RESIDENT 1	RESIDENT 2
Signature: _____	Signature _____
Date: _____	Date: _____
Print Name _____	Print Name: _____

RESIDENT 3	RESIDENT 4
Signature: _____	Signature _____
Date: _____	Date: _____
Print Name _____	Print Name: _____

MANAGEMENT / MANAGER	
Signature: _____	
Date: _____	
Print Name _____	

This page is to be completed by management or management's agents and retained by resident.

The following statement(s) are in compliance with M.G.L – Chapter 186, Section 15b

Receipt of Last Months Rent

Amount of Rent: _____

Date Received: _____

Intended Application: _____

Name of receiver and/or lessor: _____

Description of rented or leased premises: _____

Statement: Resident is entitled to interest on said rent payment at the rate of five percent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held payable in accordance with the provisions of this clause. The resident should provide the lessor or owner with the forwarding address at the termination of the residency indicating where such interest may be given or sent.

Receipt of Indemnification deposit

Amount of Deposit: _____

Date Received: _____

Intended Application: _____

Name of receiver and/or lessor: _____

Description of rented or leased premises: _____

Statement: Resident is entitled to interest on said deposit payment at the rate of five percent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held payable in accordance with the provisions of this clause. The resident should provide the lessor or owner with the forwarding address at the termination of the residency indicating where such interest may be given or sent.