

The Turn at River Bend
West Bridgewater

Affordable Housing
Wait-List Application

CHECK LIST

DID YOU REMEMBER TO ENCLOSE THE FOLLOWING:

Your application may not be considered complete without the following documents. Incomplete or ineligible applications will not be entered into the lottery.

- Completed and signed application
- 5 most recent pay stubs
- Most recent State and Federal tax returns
- Most recent W-2
- Any additional income documentation such as but not limited to social security, pension, and alimony.
- All asset information including most recent checking and savings account bank statements, evidence of the value of CDs, brokerage statements, etc.
- Narrative stating applicant's history for last 2 years including work, and information such as marriage, divorce and personal information you may want us to know. (attach to application)
- Child support documentation
- Divorce Decree (If applicable)

*All financial documents must show the account holders name, address and account number. All pages of banking statements must be submitted.

Here's a Tip for you! It is always best to send in your application and documentation a few weeks earlier than the due date to allow yourself time to obtain additional or missing information if it is needed.

All applications must be received **BY MAIL RETURN RECEIPT or HAND DELIVERED** no later than **December 3, 2019**. It is recommended that the application be submitted as soon as possible and should be mailed in sufficient time to arrive no later than the due date, preferably one week early. Late and incomplete applications received after the due date of **December 3, 2019** will not be accepted under any circumstances.

In order to obtain proof of delivery, we suggest that you mail your application and supporting documentation "Certified Return Receipt" or if hand delivered with a request of proof of delivery to:

**Delphic Associates, LLC
651 Orchard Street - Suite 308
New Bedford, MA 02744
REF: The Turn at River Bend**

A "Certified Return Receipt" or proof of hand delivery will provide you proof of when your application was received. We are not responsible for lost or late applications.



**The Turn at River Bend
W. Bridgewater, MA
AFFORDABLE HOUSING LOTTERY APPLICATION**

Date: _____

Name	Home Phone ()
Address	Cell Phone ()
Address	Work Phone ()
	Email Address

Number of Household Members (circle one): 1 2 3 4 5 6 7 8

Complete the following section for *each* Household Member

	Applicant	Member #2	Member #3	Member #4
Name				
Age				
D.O.B.				
Employer				
School Name				
Relationship				
	Member #5	Member #6	Member #7	Member #8
Name				
Age				
D.O.B.				
Employer				
School Name				
Relationship				

The developer, staff and consultants are committed to the intent and spirit of both state and federal fair housing laws in the selection of lottery applicants. They will not knowingly discriminate against any protected class in the selection of applicants.

Please list the address of any home, land or property that any household member has owned or had joint interest in the past three years. Please include a copy of the Deed and HUD Settlement Statement for each property.

Property #1 Address _____

Property #2 Address _____

Please explain why you do not own this property anymore:

MINORITY STATUS: This is an optional section that you may complete to assist in meeting Affirmative Marketing Goals.

	Applicant	Co-Applicant	Dependent	Dependent
Black	_____	_____	_____	_____
Hispanic or Latino	_____	_____	_____	_____
Asian	_____	_____	_____	_____
Pacific Islander	_____	_____	_____	_____
Native Hawaiian	_____	_____	_____	_____
Native American	_____	_____	_____	_____
Alaska Native	_____	_____	_____	_____
Other (non white)	_____	_____	_____	_____

MARKETING INFORMATION:

(Write your answer in the space provided and please be as specific as possible)

How did you find out about this affordable housing opportunity?

Have you or will you apply to other housing lotteries? (Circle one) **YES** **NO**

Please list the names of the developments and their location for which you are applying for.

DISABLED-ACCESSIBLE PREFERENCE OR REASONABLE ACCOMMODATIONS:

This is defined as persons with a physical or mental disability that meet standards established by the Department of Housing and Community Development and state laws for disabled housing.

Please provide verification from a doctor or other medical professional, a peer support group, a non-medical service agency or a reliable third party who is in the position to know about the individual's disability. Evidence of Social Security Disability Insurance benefits is acceptable.

Circle the appropriate answers for the following questions:

Are you, or any member of your household, in need of an accessible unit? YES NO

Does any member of the household need to use an alternative way to communicate with us? YES NO

If yes, please explain: _____

INCOME AND ASSET INFORMATION:

Please complete the following section listing income for ALL household members including children. Include the most recent statements for each account and all other supporting documentation.

Type of Acct. or Income	Name:			Type of Acct. or Income	Name:		
	Acct. Number	Balance	Amt. Pd. Monthly		Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking			
Savings				Savings			
Unemployment				Unemployment			
Worker's Comp.				Worker's Comp.			
Social Security				Social Security			
SS Disability				SS Disability			
Alimony				Alimony			
Child Support				Child Support			
Type of Acct. or Income	Name:			Type of Acct. or Income	Name:		
	Acct. Number	Balance	Amt. Pd. Monthly		Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking			
Savings				Savings			
Unemployment				Unemployment			
Worker's Comp.				Worker's Comp.			
Social Security				Social Security			
SS Disability				SS Disability			
Alimony				Alimony			
Child Support				Child Support			

If you need additional space, please use a separate piece of paper.

EMPLOYMENT INFORMATION:

Name:	_____	Name:	_____
Occupation:	_____	Occupation:	_____
Employer Name:	_____	Employer Name:	_____
Employer Address:	_____	Employer Address:	_____
Employer Phone:	_____	Employer Phone:	_____
Employer Email:	_____	Employer Email:	_____
Supervisor's Name:	_____	Supervisor's Name:	_____
Date of Hire:	_____	Date of Hire:	_____
Hourly Wage:	_____	Hourly Wage:	_____
Average Weekly Tips:	_____	Average Weekly Tips:	_____
Hours per Week:	_____	Hours per Week:	_____
Weekly Gross Amount:	_____	Weekly Gross Amount:	_____
Annual Salary:	_____	Annual Salary:	_____
Avg. Gross Last 4 wks x 52:	_____	Avg. Gross Last 4 wks x 52:	_____

If Applicant or Co-Applicant has more than one (1) job or other adult household members over the age of 18 that are employed, please attach a separate sheet of employment information.

In addition to the above, please attach all income documentation including:

- Five (5) most recent pay stubs
- State & Federal tax returns last 3 years
- Pre approval from lender
- Social security documentation
- W-2's last 3 years
- *Checking accounts 3 months
- Pension documentation
- Child support & Alimony docs
- * Savings accounts 3 months

**All financial documents must show account holders name and address*

ASSET INFORMATION:

Include but not limited to stocks, bonds, retirement accounts such as 401K, Keogh, etc. For a comprehensive explanation, please refer to the section of the application title "Frequently Asked Questions".

- **STOCKS, BONDS & CD'S:** Applicant must list the average value and provide documentation such as bank account numbers and value.

Do you have any stocks, bonds or CD's? (Circle one) YES NO
If yes, list value \$_____ and enclose the last three quarterly portfolio statements.

- **RETIREMENT, 401K AND KEOUGH ACCTS:**

Do you have any of these accounts? (Circle one) YES NO
If yes, are you employed or retired? _____

Are you making occasional withdrawals? (Circle one) YES NO
If yes, how much are you receiving per month? \$_____

What is the total value of all accounts? \$_____ *Enclose last 3 quarterly statements.*

SECTION 8:

Do you currently have a Section 8 Voucher from a Housing Authority? (Circle one) YES NO

If yes, which agency issued your voucher or subsidy? _____

ANTICIPATED CHANGES IN INCOME:

Are you expecting a change in any household members income in the next 12 months? (Circle one) YES NO

If yes, please explain. _____

REAL ESTATE:

You may currently own property but it must be sold before your move-in date.

Are you, or anyone on this application, entitled to receive any amount of money from the sale of ANY property currently owned or through an upcoming court settlement? (Circle one) YES NO

If yes, please explain. _____

For property you plan on selling you must submit all of the following:

- Attach a copy of a broker's opinion of the property
- Attach a statement from your lender showing your current balance on your mortgage or outstanding loans

RENTER CERTIFICATION

Initial

_____ I/We certify that I/We have read the entire lottery package including the Frequently asked Questions.

_____ I/We certify that our household is _____ persons; and that our household income does not exceed the income limits provided in the Lottery Information Packet.

_____ I/We certify that I/We meet the Minimum Income criteria as stated within this lottery package.

_____ I/We certify that Lottery Agent or any other employee shall not be held liable for any decisions made pertaining to the applicants' eligibility or their application.

_____ Information missing from the application, including, but not limited to the following could be considered an incomplete application, thus being ineligible for the lottery.

- Income documentation

_____ We understand that the **initial determination of eligibility** (for entry into the lottery) in no way guarantees that we are eligible to rent one of the affordable units. Final eligibility will be determined by DHCD after the lottery has been completed.

_____ I/We understand that if selected I/we will be offered a specific unit. I/we will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and may not have another opportunity to rent at this development.

_____ Program requirements and guidelines are established by the Department of Housing and Community ("DHCD") in accordance with 760 CMR 56.00 and the guidelines. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process.

_____ I/we certify that no member of our family has a financial interest in this development.

_____ I/We have completed an application and have reviewed and understand the process that will be utilized in selecting eligible applicants. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

_____ I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that perjury will result in disqualification from further consideration.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

Affordable Housing Lease Addendum

I. OCCUPANCY STANDARDS (OVER-HOUSED/UNDER-HOUSED HOUSEHOLDS)

- Over-housed Households: As part of The Turn at River Bend affordable housing occupancy requirements, eligibility for the affordable housing requires that there is at least one person per bedroom subject to reasonable accommodations for persons with disabilities. If an affordable apartment home with the correct number of bedrooms is not readily available for an internal transfer, your household is eligible to remain in the affordable apartment with the understanding that:
 - You are given priority status on the affordable housing waiting list for the apartment with the correct number of bedrooms for the number of household members according to the occupancy standard of at least one person per bedroom.
 - If the correct size apartment is available for transfer, you will be offered the apartment. If the apartment is not accepted, you shall have up to 90 days following such refusal to vacate your current apartment.
 - If there is an additional change of the household composition during the lease term, you must follow the correct procedure to add or remove a household member as stated in your lease.
- Under-housed Households: The Turn at River bend will refer to the state Sanitary Code occupancy standards (105 CMR 410.00) in determining whether the household can remain in the current apartment home.
 - Should the occupancy permitted under the state Sanitary Code be exceeded, the household would have 90 days to vacate the apartment. If the correct size apartment is not readily available for an internal transfer, the household will be given priority status on the affordable housing waiting list for the apartment with the correct number of bedrooms for the number of household members according to the state Sanitary Code occupancy standards. If the correct size apartment is available for transfer within the 90 days, the household will be offered the apartment.

The Regulatory Agreement recorded in Book 45624, Page 126 at the Plymouth County Registry of Deeds, states that "If, after the initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant the developer shall not be in default hereunder so long as the developer rents the next available unit in the development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of the Regulatory Agreement."

The owner shall enter into a lease with each tenant for a minimum term of one year. The lease shall provide that the tenant shall not be evicted for any reason other than a substantial violation of a material provision of the lease. The lease shall be subject to DHCD approval and should include the following:

- a. Tenant shall be given a minimum of 60 days' written notice that a lease will not be renewed.
- b. Tenant shall furnish annual information sufficient to determine and document continued compliance with income eligibility requirements.
- c. Tenant shall furnish the names and the number of people in the household and their relationship to one another annually and whenever a change of household occurs.

Applicant

Co-Applicant

Date

Date

AUTHORIZATION TO RELEASE

I/We hereby authorize the Developer, DHCD and the Lottery Agent to inquire of credit agencies, employers and banking institutions to allow and assist them to determine my/our determination of eligibility of an affordable unit.

This authorization includes all application information including, but not limited to credit reports, former lease history, criminal background and employment history.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

STANDARD FORM APARTMENT LEASE (FIXED TERM)

Date: _____

Name: _____ Address: _____

City/State/Zip: _____ Phone Number: _____

Lessor, hereby leases to (Name) _____

(Address/City/State/Zip) _____ (Phone Number) _____

Lessee, who hereby hires the following premises, viz (Apartment/Suite) _____

at (Street or Address) _____ MA (Zip) _____ (consisting of) _____

for the term of _____, beginning _____

and terminating on _____ The rent to be paid by the Lessee for the leased premises

shall be as follows:

RENT:

TENANT:
This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.

Lessee's Initials:

A: The term rent shall be \$ _____ payable, except as herein otherwise provided, in installments of \$ _____ on the _____ day of every month, in advance, so long as this lease is in force and effect;

B: However, if in any tax year commencing with the fiscal year _____ the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year _____ (herein called the "Base Year", and being the most recent year in which the Lessor has actually received a real estate tax bill for the leased premises) Lessee will pay to Lessor as additional rent hereunder, when and as designated by notice in writing by Lessor, _____ per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. The Lessor represents to the Lessee that the term rent set forth in the immediately preceding paragraph (A) does not reflect any real estate tax increase subsequent to the said Base Year. Notwithstanding anything contained herein to the contrary, the Lessee shall be obligated to pay only that proportion of such increased tax as the unit leased him bears to the whole of the real estate so taxed, and if the Lessor obtains an abatement of the real estate tax levied on the whole of the real estate of which the unit leased by Lessee is a part, a proportionate share of such abatement, less reasonable attorney's fees, if any, shall be refunded to said Lessee.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

1) MAINTENANCE- For maintenance, if other than lessor, contact:
Name: _____ Phone Number: _____
Address: _____ City/State/Zip: _____

2) ADDITIONAL PROVISIONS -



3. **Heat and Other Utilities** The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the leased premises and presently separately metered, as well as for fuel oil kept in a separate tank which serves only the leased premises. The Lessor agrees to furnish reasonably hot and cold water and reasonable heat during the regular heating season (except to the extent supplied through utilities metered to the leased premises or fuel oil kept in a separate tank as stated above), but the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Lessor. If legally permitted, utility meters may consist of submeters installed to allocate charges incurred by the Lessor. Payment by the Lessee for water and sewer service is subject to the provisions of the attached **Water and Sewer Submetering Addendum**.
- TENANT:**
This section governs utility payments. Be sure to discuss with the Lessor those payments which will be required of you for this apartment.
4. **Attached Forms** The forms, if any, attached hereto are incorporated herein by reference.
5. **Care Of Premises** The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other appliances, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.
6. **Cleanliness** The Lessee shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Lessor.
7. **Definitions** The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he", "his" and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.
8. **Delivery Of Premises** In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his election, shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.
9. **Eminent Domain** If the lease premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term, or any extension or renewal thereof, then at the option of either the Lessor or the Lessee, this lease and said term shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving a written notice of exercise of such option to terminate in the manner described in Section 10 of this lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon the giving of such notice, this lease shall be terminated as of the date of the taking if this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinafore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claims based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.
10. **Fire, Other Casualty** If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Lessee for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinafore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for use and occupation. If the leased premises or such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this lease shall terminate on the last day of the then-current monthly rental period.
11. **Disturbance, Illegal Use** Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No signs or other articles shall be hung or shaken from or affixed to the windows, doors, porches, balconies, or exterior walls or placed upon the exterior windowsills without the Lessor's prior written consent in each instance.
12. **Governmental Regulations** The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, which is beyond the Lessor's reasonable control.

13. **Common Areas** No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways.
14. **Insurance** Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
15. **Keys & Locks** Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term thereof, and if the Lessee reports such condition to the Lessor, then and in that event the Lessor shall, within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicated key to any such changed, altered, replaced or new lock to the Lessor.
16. **Loss or Damage** The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor.
17. **Notices** Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt requested to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
18. **Other Regulations** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and in the benefit, safety, comfort and convenience of all the occupants of said building.
19. **Parking** Parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor.
20. **Pets** No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent, and consent so given may be revoked at any time.
21. **Plumbing** The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same, and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises shall have been caused unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
22. **Repairs** The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand.
23. **Right Of Entry** The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law.
24. **Non-Performance Or Breach By Lessee** If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease by:
 1. a seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach except only for nonpayment of rent, or
 2. a fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.
 Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.
25. **Lessee's Covenants In Event Of Termination** The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor,
 (A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term, including any extension or renewal thereof, exceed the fair rental value of said premises for the remainder of the term, including any extension or renewal thereof; and
 (B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Lessee. Lessor's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to relet the same; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.



(C) At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date.

Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

- 26. **Removal Of Goods** Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee, provided, however, that if the Lessor removes the Lessee's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.
- 27. **Non-Surrender** Neither the vacating of the premises by the Lessee, nor the delivery of keys to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased premises, unless so stipulated in writing by Lessor.
- 28. **Subletting, Number Of Occupants** The Lessee shall not assign nor underlet any part of the whole of the leased premises, nor shall permit the leased premises to be occupied for a period longer than a temporary visit by anyone *except the individuals specifically named in the first paragraph of this lease*, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.
- 29. **Trustee** In the event that the Lessor is a trustee or a partnership, no such trustee or any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches or equipment.
- 30. **Waiver** The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.
- 31. **Separability Clause** If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 32. **Copy Of Lease** The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.
- 33. **Reprisals Prohibited** The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.
- 34. **Other Provisions**

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 18 years.

Lessee

Lessor

Trustee or Agent

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

GUARANTY

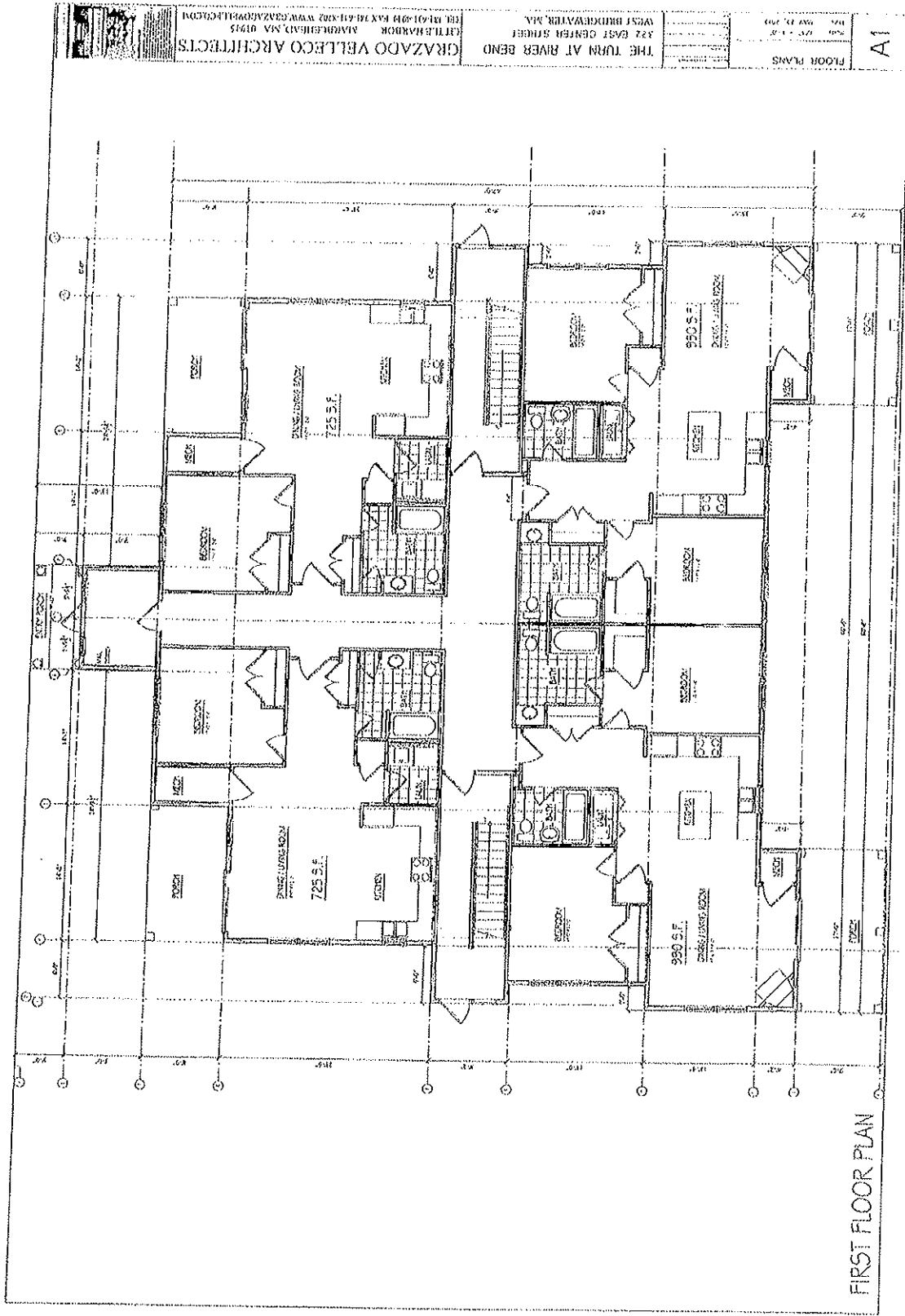
In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations, and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all suretyship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Lessee.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.



Section Three

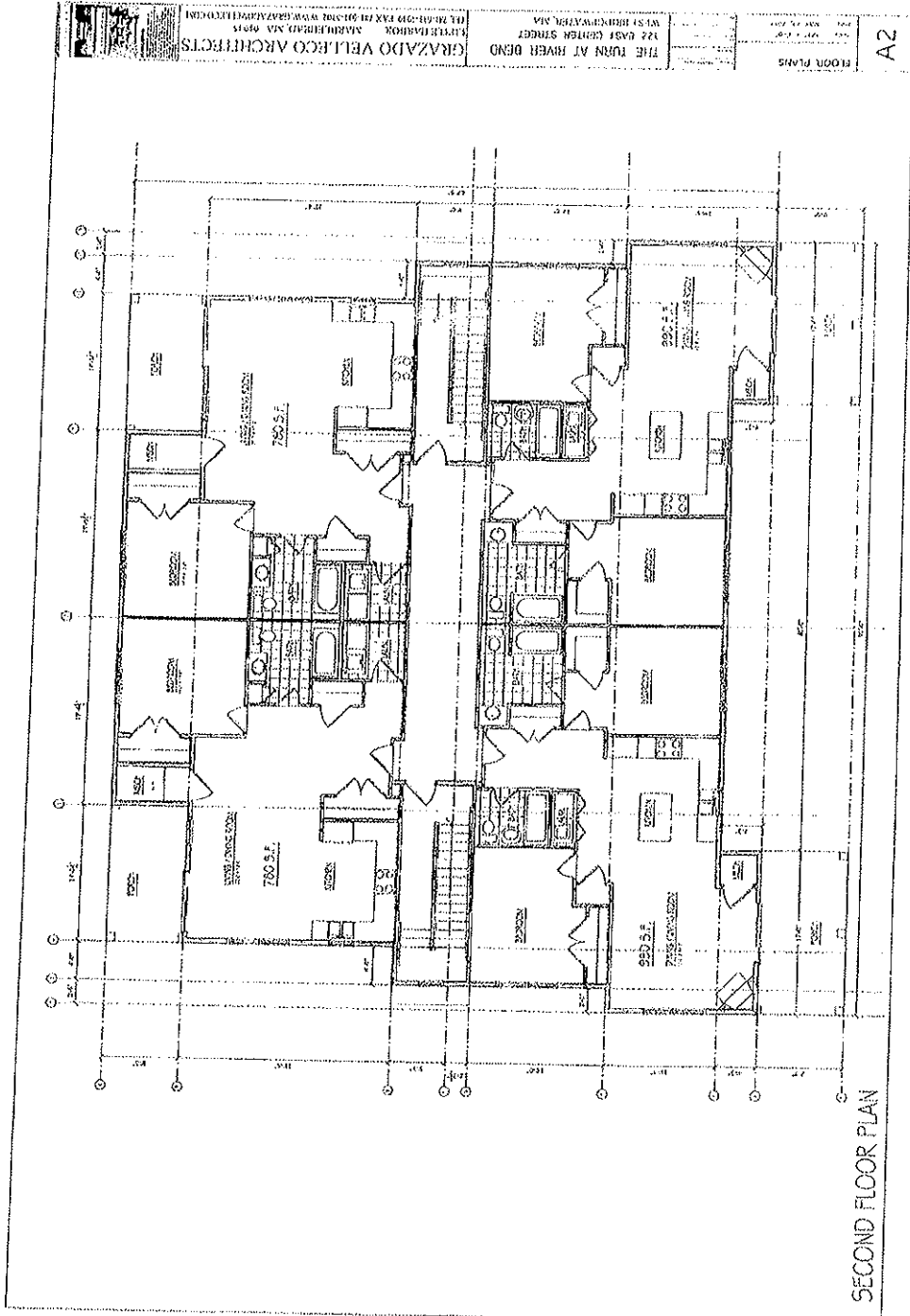
FLOOR PLANS AND ELEVATIONS



FIRST FLOOR PLAN

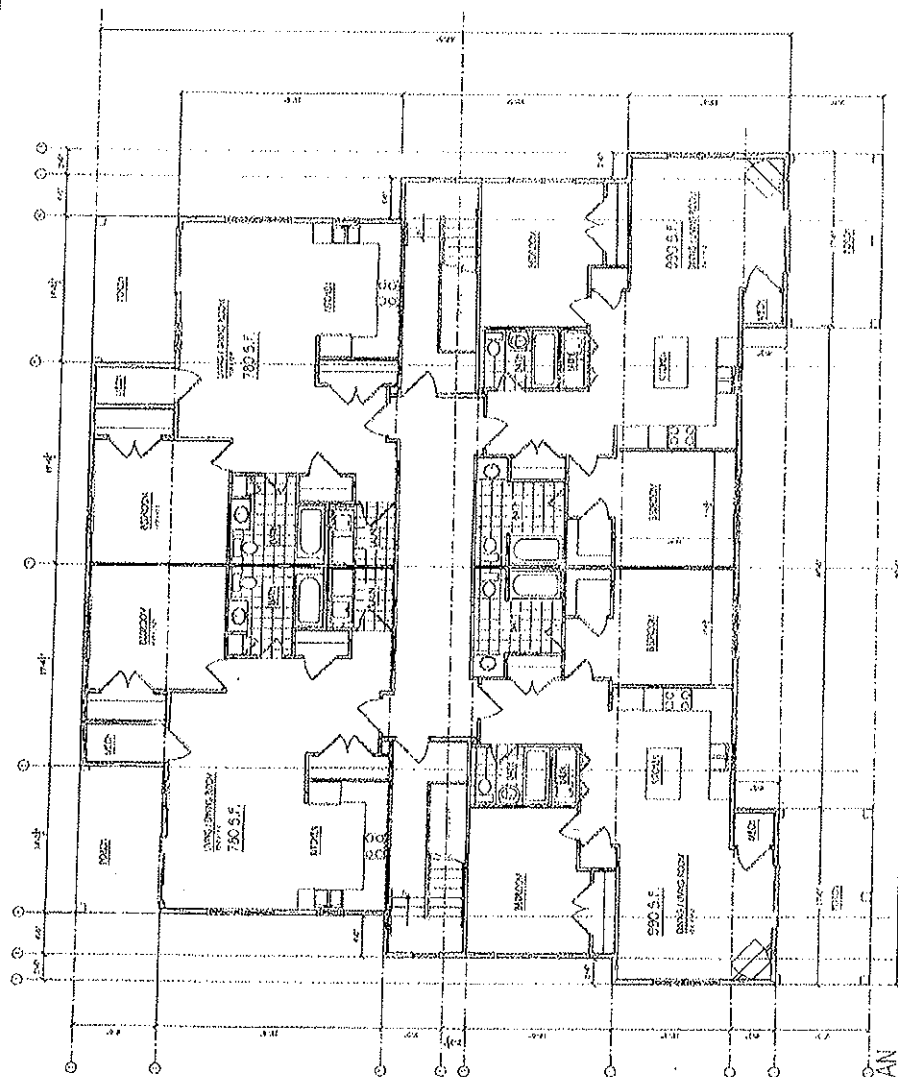
FLOOR PLANS
A1

THE TURN AT RIVER BEND
322 EAST CENTER STREET
WEST BRIDGEWATER, MA
GRAZADO VILLECOS ARCHITECTS
ATTLEBORO MASS 01735
TEL: (508) 861-1010 FAX: (508) 861-1012 WWW.GRAZADOVILLECOS.COM



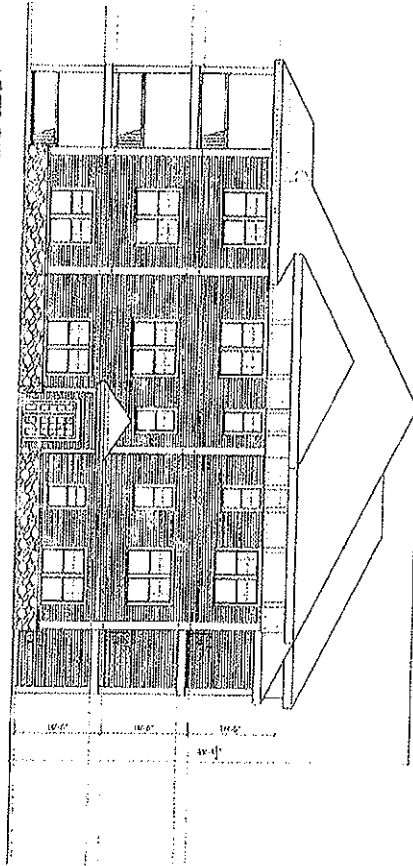
SECOND FLOOR PLAN

FLOOR PLANS
 A2
 THE TURN AT RIVER BEND
 122 EAST CENTER STREET
 WILMINGTON, MA 01890
 GRAZADO VILLEGAS ARCHITECTS
 ARCHITECTS
 122 EAST CENTER STREET
 WILMINGTON, MA 01890
 WWW.GRAZADOVILLEGAS.COM

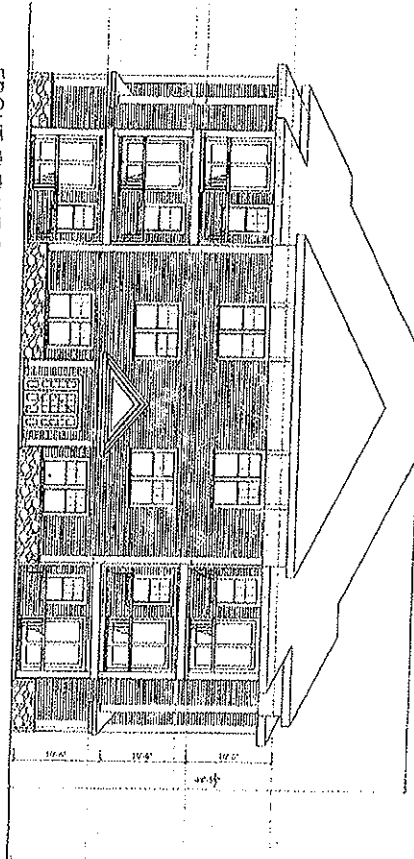


THIRD FLOOR PLAN

LEFT SIDE ELEVATION



FRONT ELEVATION



AS

EXTERIOR ELEVATION

DATE: 07/15/10
BY: [signature]

THE TURN AT RIVER BEND
377 EAST CENTER STREET
WEST BRIDGEWATER, MA

GRAZADO VELLECO ARCHITECTS
EFFIE HARDOR NARRINGHEAD, MA, 01945
TEL: 781-631-1892 FAX: 781-631-8092 WWW.GRAZADOVELLECO.COM

