

City of Salem, Massachusetts



Request for Proposals

R-15

Lease of Forest River House

August 12, 2015

PROPOSALS DUE:

Monday, September 14, 2015, 11:00 AM

*Late proposals will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

**REQUEST FOR PROPOSALS R-15
LEASE OF FOREST RIVER HOUSE
COVER SHEET**

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

	City of Salem at the price listed in the Proposer's Price Proposal.		
11.	The Lessee must be at least 18 years of age		
12.	The Lessee must have no prior criminal record. Any applicant and its additional residents' submitting a proposal are subject to a CORI background check by the City of Salem Police Department.		

**REQUEST FOR PROPOSALS R-15
LEASE OF FOREST RIVER HOUSE
PRICE PROPOSAL FORM**

The City is seeking a minimum of \$600.00/month.

Proposer agrees to furnish the following monthly rental payments for each of the following years:

Month	Year 1	Year 2	Year 3
March	\$	\$	\$
April	\$	\$	\$
May	\$	\$	\$
June	\$	\$	\$
July	\$	\$	\$
August	\$	\$	\$
September	\$	\$	\$
October	\$	\$	\$
November	\$	\$	\$
December	\$	\$	\$
January	\$	\$	\$
February	\$	\$	\$
Yearly Total	\$	\$	\$

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Company/Organization (Proposer): _____

Date: _____

**REQUEST FOR PROPOSALS R-15
LEASE OF FOREST RIVER HOUSE
REQUIRED CERTIFICATIONS**

1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3. CORPORATE BIDDER *(if applicable):*

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

**DISCLOSURE OF BENEFICIAL INTERESTS
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by _____ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

(2) TYPE OF TRANSACTION:

(3) SELLER or LESSOR:

(4) BUYER or LESSEE.

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City is offering for lease the Forest River Park House.

Proposals submitted pursuant to this Request for Proposals (RFP) must be in compliance with the provisions of this RFP and subject to any addenda issued by the City of Salem.

A proposal conforming to this Request for Proposals, and meeting the minimum proposal requirements, is an acceptable proposal. It is the intention of the City to accept proposal(s) most advantageous, taking into consideration the relative merits of each proposal.

The term of this lease shall be three years commencing on or around September 1, 2015 and terminating August 31, 2018.

1.1.1 SITE DESCRIPTION

The two story frame house been utilized for many years as a park caretaker's house by the Department of Parks, Recreation and Community Services.

The house is thought to have been constructed around 1817. It has three bedrooms and two bathrooms. The easterly third of the house appears to have been a later 19th century addition that has been largely rebuilt. The house is situated on a grassed lot with frontage on Clifton Avenue, and separated from the contiguous Forest River Park by a picket fence of the front and east side yard.

First Floor- 1,200 square feet

Second Floor-1,200 square feet

Third Floor- 1,200 square feet

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to M.G.L. ch. 30B, sec. 16.

1.3 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Request for Proposals ("RFP") shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within forty five (45) days after the proposal due date. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.7 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City’s tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE REQUEST FOR PROPOSALS

The RFP shall be available beginning, August 12, 2015.

The RFP and related documents shall be available for free download from the City’s Purchasing Department website at http://saalem.com/Pages/SalemMA_Purchasing/index under the link titled “IFBs RFPs, and RFQs.”

Hardcopies of the RFP and related documents may be obtained at the Office of the Purchasing Agent, 93 Washington Street, Salem, MA 01970, during regular office hours:

Monday-Wednesday: 8:00 AM – 4:00 PM
Thursday: 8:00 AM – 7:00 PM
Friday: 8:00 AM – 12:00 PM

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PROPOSAL COMPONENTS

The following items must be submitted in order for the proposal to be considered:

PRICE PROPOSAL

Every proposal must contain a 'Price Proposal Form' outlining the proposed rental payments and capital improvements.

NON-COLLUSION FORM

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

TAX COMPLIANCE FORM

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

CORPORATE BIDDER FORM

If the proposal is being submitted by a corporation the proposal must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

DISCLOSURE OF BENEFICIAL INTERESTS

Massachusetts General Law c.7, §40J requires that a disclosure of beneficial interests be filed for each real property transaction regardless of the cost or value of the acquisition or disposition. The person acquiring property from, or selling or leasing property to, a public agency must file the disclosure. No agreement, renewal, or extension is valid until the disclosure is filed with the Division of Capital Asset Management. Also, a new agreement must be filed within 30 days of a change in beneficial interests during the term of an agreement.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which sealed proposals must be submitted. Price and Non-Price proposals must be separately sealed and labeled.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the Office of the Purchasing Agent on or before **Monday, September 14, 2015, 11:00 AM.**

Any proposal received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed proposals shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem MA 01970.

Facsimile and email submissions will not be accepted.

2.2.3 HOURS OF OPERATION

Proposals must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

Proposers must submit one (1) original and three (3) copies of the proposal.

2.2.5 LABELING

Price and Non-Price proposals must be separately sealed and labeled. Each proposal shall be labeled with (1) the proposal number and title, (2) the proposal due date, (3) the name of the proposer and (4) price or non-price proposal.

2.3 SIGNATURES

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the RFP.

2.4.2 CHANGES

If any changes are made to this RFP, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all proposers on record as having picked up the RFP.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposals by written notice received by the City of Salem prior to the time and date set the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled due date, 120 Washington Street, 3rd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

PART 3. DESCRIPTION, EVALUATION AND SELECTION

3.1 MINIMUM REQUIREMENTS

1.	The selected Lessee must commit to assuming responsibility for all renovations and repairs to the buildings
2.	The Lessee must commit to outfitting the building to meet City requirements, including permitting and licensing requirements, and comply with all other municipal regulations, when and if applicable.
3.	The Lessee must commit to paying electrical, oil, sewer and water charges attributed to the building.
4.	The Lessee must not be delinquent in the payment of taxes, rents or any other financial or contractual obligation to the City of Salem, or any of its Boards, Commissions or Committees.
5.	The Lessee must commit to furnish evidence insurance.
6.	The Lessee must commit to seeking the approval of the Director Parks, Recreation & Community Services before making any structural or cosmetic alterations to the building, or placing any additional equipment outside the building. (Any fixture shall remain the property of the selected proposer.)
7.	The Lessee must demonstrate conformance with all submission requirements.
8.	The proposed use of the property will have little or no physical impact on the structure and will be carried out without harm to the structure, including both interior and exterior spaces.
9.	The Lessee must demonstrate the ability to be able to maintain the building and surrounding grounds on a regular basis and make minor improvements/enhancements to the facility and surrounding grounds throughout the duration of the lease. All improvements/enhancements to be approved by the Director of Parks, Recreation & Community Services.
10.	The Lessee must demonstrate the ability to make monthly lease payments to the City of Salem at the price listed in the Proposer's Price Proposal.
11.	The Lessee must be at least 18 years of age
12.	The Lessee must have no prior criminal record. Any applicant and its additional residents' submitting a proposal are subject to a CORI background check by the City of Salem Police Department.

3.2 SCOPE OF SERVICES/GUIDELINES

1.	Caretaker shall pay directly for electricity, heating oil, and telephone.
2.	No more than three unrelated individuals may reside in the home.
3.	Any proposed repairs or improvements shall be subject to the approval of the Director of Parks, Recreation and Community Services.
4.	The Director or her designee shall have a set of keys to the house, and have reasonable access to the property.
5.	From April to October, caretaker shall open and close the park, and clean the restrooms daily.
6.	Caretaker shall monitor the condition of the Park, and shall take reasonable steps to address minor issues from day-to-day.

	If a situation requires more significant attention, the Caretaker shall notify the Director or her designee, who will determine how to proceed.
5.	Lessee may make improvements to current building and Gazebo structure upon approval of the City. Improvements will include: roof repairs, painting and general overall improvements

3.3 COMPARATIVE CRITERIA

3.3.1 Experience in operating, managing and maintaining a building/property:

Highly Advantageous	More than five (5) years
Advantageous	Between two (2) and five (5) years
Not Advantageous	Less than two (2) years

3.3.2 Oral Presentation/Interview:

Highly Advantageous	The presentation was conducted by key personnel, was clear and well organized and demonstrated the proposer's ability to manage the proposed program effectively.
Advantageous	Between two (2) and five (5) years
Not Advantageous	Less than two (2) years

3.3.3 Proposed Monthly rental payments: (not exactly sure what the current rent is. May want to use the current rent as your basis for the amounts below)

Highly Advantageous	\$1,000.00 or more
Advantageous	Between \$600.00 and \$999.99
Not Advantageous	Less than \$600.00

3.4 RULE FOR AWARD

Any contract that may result from this procurement shall be awarded to the responsible and responsive proposer offering the most advantageous proposal, taking into consideration all evaluation criteria described herein, as well as price.

3.5 SELECTION PROCESS

Following the deadline for receipt of proposals, the Chief Procurement Officer ("CPO") will open the proposals and prepare a register of proposals submitted. The proposals will be evaluated by an evaluation committee based on the Minimum Requirements and Comparative Criteria contained in this RFP. The evaluation committee shall notify the CPO which proposal was deemed most advantageous.

PART 4. TERMS AND CONDITIONS

4.1 TERM OF AGREEMENT

The term of any lease that may result, shall be for a term of three (3) years, with no options to renew the agreement. The lease term is expected to commence on or around September 1, 2015 and terminate August 30, 2018.

4.2 ASSIGNMENT AND SUBCONTRACTING

The selected contractor(s) shall not assign, sell, subcontract or otherwise transfer any interest in this agreement without the prior written consent of the City.

4.4 INSURANCE REQUIRMENTS

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage

coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

4.5 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

4.6 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

4.7 SAMPLE AGREEMENT

See 'Sample Agreement' attached.

SAMPLE AGREEMENT

CITY OF SALEM LEASE AGREEMENT

1. Parties

This lease for the rental of residential property is between

_____ ("owner/agent")

and _____ ("resident")

The owner is: (optional)

Name

Address Phone _____

The agent authorized to manage the leased premises for the owner and to enter into this lease is:

Name _____

Address Phone _____

The resident manager is:

Name _____

Address Phone _____

2. Leased Premises

Owner/agent hereby leases to resident the premises described below:

(Street Address) (Unit No.) (City)

Colorado. The premises shall also include:

[specify furniture (*inventory should be attached*),** parking space, storage space, if any].

3. Term (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Month-to-month. The term of this lease shall begin at .m. o'clock on , 20 , and end at , .m. o'clock on the last day of the same calendar month. Following such initial period, the term of this lease shall run from month to month beginning , 20 , and shall be automatically renewed for additional periods of one month thereafter until terminated by either party giving days written notice prior to the end of the rental month (specify number of days -- must be at least 10). The rental month shall begin with the due date of the monthly rent.

B. Fixed Term. The term of this lease shall be from .m. o'clock , 20 , to .m. o'clock , 20 . No notice to terminate at the end of such fixed term is necessary unless otherwise agreed in writing.

If resident retains possession of the premises after expiration of the fixed lease term with the permission of owner/agent, resident and owner/agent shall continue to be bound by the terms and conditions of this lease on a month-to-month basis. The lease may then be terminated by either party giving ___ days written notice prior to the end of the rental month (specify number of days -- must be at least 10).

C. If the lease term does not begin on the first day of the month, rent shall be prorated to the last day of that month.

4. Rent (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Month-to-month. If the lease term does not begin on the first day of the month, the first month's prorated rent is \$, due on , 20 . The full monthly rental price for the term of this lease is \$ _____ monthly, due on the day of each month, beginning , 20 . The rental price may not be changed without days written notice prior to the end of the rental month (specify number of days -- must be at least 10).

B. Fixed Term. The total rental price for the term of this lease is \$. Of this amount, the first rental payment in the amount of \$ is due on , 20 . The remainder is payable in monthly installments of \$ each, due on the day of each month, beginning , 20 .

C. Rent payments shall be made to (name) at _____

(address). Resident shall incur and be charged \$ per day as a late fee for payment of rent received after .m. o'clock on the day of the month. Such fee, which will be considered additional

rent, may be collected immediately by owner/agent or, at owner/agent's option, such fee may be withheld from resident's security deposit if written notice of such intended withholding is provided to resident within 45 days of the date that the late fee is incurred. The giving of such notice of intent shall not relieve owner/agent of any obligation pertaining to the security deposit set forth in section 6 of this lease. Late fees may be waived if owner/agent agrees in writing. *Resident should request such waiver by notifying owner/agent on or before the rental due date and mutually arranging an alternative payment date.***

A charge of up to \$ may be imposed for any resident's check returned to owner/agent because of insufficient funds, whether the check is for rent, security deposit, or other payment.

Any late fee and returned check charge shall be a reasonable estimate of the administrative costs incurred by owner/agent.

5. Notice

Unless otherwise specified in this lease, all notices provided by this lease shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage pre-paid, or securely and conspicuously posted, as follows:

To resident: at the premises, or at resident's last known address

To owner/agent: at

Notice to one resident shall be deemed to be notice to all residents.

6. Security Deposit (CROSS OUT EITHER PARAGRAPH A OR PARAGRAPH B)

A. Resident has paid owner/agent the sum of \$ as a security deposit to secure the performance of this rental agreement.

B. By optional and mutual agreement between owner/agent and resident, resident agrees to pay the security deposit in the total amount of \$, according to the following payment schedule:

C. Any advance or deposit of money, whether termed last month's rent, damage deposit, or security deposit, constitutes a security deposit under this section.

D. Resident may not use the security deposit in place of rent without the written permission of owner/agent.

E. Simple interest per annum shall be paid within one month of termination of the lease or surrender and acceptance of the premises, whichever occurs last, on the full amount of the deposit in the owner/agent's

possession. The interest rate will be calculated in accordance with Boulder City Council Ordinance 7320 which establishes interest rates each year.

F. It is the duty of resident to return the premises, including any outside areas, yards or driveways required to be maintained by resident under this lease, to their condition at the commencement of this lease, except for normal wear and tear.

G. Owner/agent shall return the security deposit to resident within one month after termination of this lease or surrender and acceptance of the premises, whichever occurs last, unless a longer period of time for return of the deposit is specified here: days (specify number of day -- must not be more than 60). If actual cause exists for retaining any portion of the security deposit, owner/agent shall provide resident with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Owner/agent is deemed to have complied with this paragraph G by mailing said statement and any payment required to the last known address of resident. The failure of owner/agent to provide a written statement within the period of time stated above shall work a forfeiture of all owner/agent's rights to withhold any portion of the security deposit.

H. Owner/agent, at owner/agent's option, may use resident's security deposit during the term of this lease to fulfill resident's obligations under this lease. Nothing in this paragraph H shall relieve owner/agent of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

7. Eviction/holding over

A. Owner/agent may evict resident from the premises or undertake other legal action to regain possession for non-payment of rent or substantial breach of the lease.

B. Resident shall continue to be liable for rent and be bound by the other provisions of this lease during the time resident remains in possession of the leased premises even though owner/agent has chosen to seek eviction because of resident's breach of this lease.

C. If the premises are abandoned or if resident is evicted, resident will remain liable for any loss of rent for the remainder of the lease term. Owner/agent will attempt to re-rent the premises to minimize any loss.

D. Eviction procedures, including notice requirements, as set forth in Massachusetts General Law shall be the sole remedy available to owner/agent to evict a resident.

8. Occupancy

No more than _____ persons may reside in the leased premises

For information on occupancy limits under City of Salem zoning laws, call the City Building Inspector's Office.

Resident shall not allow guests to stay upon the premises more than _____ days per month without written consent of owner/agent.

9. Use

Resident shall use the premises for residential purposes only unless otherwise agreed in writing.

Resident shall not engage in any illegal activities on the premises.

10. Utilities

Resident shall be responsible for paying for the following utilities or services connected with the premises

(check those applicable):

A. water _____

B. sewer _____

C. electricity _____

D. gas _____

E. phone (if desired) _____

F. trash pick-up _____

G. other _____

H. other _____

Within 3 business days after the beginning of the lease term, resident shall arrange for such utilities or services and for billing directly to resident, unless otherwise agreed here:

Provision of and the payment for utilities and services listed above but not checked shall be the responsibility of owner/agent.

The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. Privacy

Resident shall permit owner/agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs or reasonable inspections, or to show the premises to prospective residents, purchasers, or lenders. Entry may be made without prior notice only if owner/agent reasonably believes that an emergency exists, such as a fire or broken water pipe, or that the premises have been abandoned.

12. Assignment/subleasing/release

Resident shall not assign this lease, or sublet any portion of the leased premises, for any part or all of the term of this lease without prior written consent of owner/agent.

Owner/agent agrees to release resident from this lease if resident finds a replacement resident, acceptable to owner/agent, who will sign a new lease for the remaining term. Owner/agent shall exercise good faith and reasonableness in accepting a replacement resident.

13. Noise and Nuisance

Resident agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

14. Rules and Regulations

Resident agrees to abide by all rules and regulations in effect at the time of signing this lease (a copy of which is attached to and hereby made part of this lease) and to such amended rules or regulations which resident agrees to in writing.

15. Check-in/check-out sheet

A check-in/check-out sheet may be attached to this lease. *Complete **and sign** this form within seven days of occupancy in order to help protect both parties.***

16. Furnishings

If the premises are furnished, a separate inventory of the furnishings, including their condition, may be attached to this lease. *Both parties should complete and sign this form within seven days of occupancy in order to help protect both parties.***

17. Repairs and Maintenance

*Rental property in the City of Salem is required to have a rental license. In order to have a rental license, the property must be in compliance with the City of Salem Housing code, which establishes minimum health, safety and maintenance standards for housing in the City.***

If repairs are required in order for the premises to be in compliance with the Salem Housing code, owner/agent shall be responsible for making such repairs. _____ (specify "owner/agent" or "resident") shall be responsible for payment of any costs of such repairs unless the repairs were necessitated by the negligence or willful acts of the other party to this lease. If resident believes repairs are necessary, resident should contact owner/agent and request such repairs.

Resident shall not make repairs without written consent of owner/agent.

Resident shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of resident, members of resident's household, or guests. Excessive damage to the premises by resident, members of resident's household, or guests shall be grounds for owner/agent to evict resident.

18. Constructive Eviction

When conditions beyond the control of resident cause the premises to become **legally uninhabitable**, and when owner/agent is responsible for remedying those conditions but does not do so within a reasonable time

after notification by resident, resident may vacate the premises, terminate this lease, and owe no future rent. *It is recommended that resident consult legal counsel prior to exercising the remedy of constructive eviction.***

19. Outside Maintenance

A. Resident shall be responsible for the routine care and maintenance of the yard and outside areas as follows:

(check those applicable):

- 1. mowing lawn _____
- 2. watering lawn, shrubs and trees _____
- 3. removing weeds _____
- 4. raking leaves _____
- 5. removing snow and ice from:
sidewalks and walkways _____
driveways _____
parking areas _____
- 6. other _____
- 7. other _____

The routine care and maintenance of items listed above but not checked shall be the responsibility of owner/agent.

B. Resident's obligation to perform any task set forth in paragraph 19.A. is subject to owner/agent supplying resident with equipment appropriate to the task as follows (check those applicable):

- 1. lawn mower _____
- 2. hoses and sprinklers _____
- 3. rake _____
- 4. snow shovel _____
- 5. other _____
- 6. other _____

20. Alterations to Premises

Resident agrees that before making alterations to the premises including, for example, painting, adding or changing door locks, or altering landscaping, advance written consent of owner/agent will be obtained.

21. Pets

No pet shall be allowed without prior written consent of owner/agent

(Insert consent, if any).

22. Parking

23. Insurance

*Owner/agent's insurance does not cover resident's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If resident desires to insure personal possessions or to insure against resident's personal liability, renter's insurance should be obtained.***

24. Attorney's fees

In the event of any legal action concerning this lease which results in a judgement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court.

25. Liability

Resident will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of resident. Owner/agent will only be liable for the injury to any person or damage to any property caused by the negligence or willful acts of owner/agent.

26. Subordination

This lease shall be subordinate to all existing and future mortgages and deeds of trust upon the property.

27. Waiver

Any waiver by either party of any breach of any provision of this lease shall not be considered to be a continuing waiver or a waiver of a subsequent breach of the same or a different provision of this lease.

28. Severability

The unenforceability of any provision or provisions of this lease shall not affect the enforceability of any other provision or provisions.

29. Joint and Several Liability

If this lease is signed on behalf of resident by more than one person, then the liability of the persons so signing shall be joint and several. *The language "joint and several" means that if more than one person has signed this lease, then each of these persons individually and all of these persons collectively are fully responsible for fulfilling all of the obligations of this lease, except where expressly otherwise agreed between owner/ agent and resident. For example, one person signing the lease may be liable for any or all damages to the premises, even*

*if caused by another person signing the lease, and one person signing the lease is liable for the total amount of rent due, even though other persons have also signed the lease.***

30. Signatures/amendment of lease

This lease contains the entire agreement of the parties and may not be altered or amended except by mutual written agreement signed by both parties.

Signed this day of , 20 .

Owner/agent

Resident

NOTE: *This model lease has been recommended by the Salem Legal Department for use by lessors and lessees of residential property in the City of Salem. The provisions of the model lease will be reviewed periodically.*

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

LANDLORD

TENANT(S)

City of Salem

Kimberley Driscoll,
Mayor

Karen Partanen,

Director Parks, Recreation &
Community Services

Whitney Haskell,
Purchasing Agent

As to form and content,

Elizabeth Rennard, Esq.
City Solicitor