

This Agreement is entered into on <u>DATE</u>, between <u>NAME</u> ("Clients") and MJM Stay, LLC. ("MJMS"). Clients are liable for the payment of rent and performance of all other terms of this Agreement.

Occupant's Name, Contact #, Email address, School

Grantor's Name, Contact #, Email address, Mailing Addresses

Valid F-1 Visa and school documentation must be provided.

Clause 1. Identification of Premises

Subject to the terms and conditions in this Agreement, MJMS provides temporary housing to Clients, and Clients rent from MJMS, for residential purposes only, the rental units and improvements located at <u>123 Main Street</u>, <u>Malden</u>, <u>MA 02148</u>, <u>Unit #</u>. (the "Premises"), together with the following items but not limited to:

Unit Amenities:

- King bed
- Queen bed
- Queen sofa bed
- Bedding & linen
- Towels
- Cooking basics
- Dishes & silverware
- Washer & dryer
- Hair dryer
- TV in bedroom & living room
- Wi-Fi
- Hangers

Building Amenities of Use:

- Gym
- Yoga area
- Lobby printer

- Cable
- Children's dinnerware
- Hangers
- Fire extinguisher
- First aid kit
- Smoke alarm
- Stove
- Dishwasher
- Oven
- Microwave
- Refrigerator
- Expresso coffee machine

- Hot water tea kettle
- Crock-pot
- Wine glasses
- Iron and iron board
- Air fryer
- Park-n-play/travel crib
- Nutribullet blender
- Can opener
- Salad spinner
- Cooking utensils
- Knife set
- Spices
- Conference area
- Lounge area
- Mailroom
- Outdoor patio
- Outdoor grill
- Outdoor fire pit



Clause 2. Limits on Use and Occupancy

The Premises are to be used only as a private residence for clients and their associates (if applicable to said associates and disclosed to MJMS). Occupancy by guests is set only for the agreed period of <u>Move-In Date thru Move-Out Date, 2023</u>, and shall not exceed said time without MJMS's written consent and will be considered a breach of this Agreement.

Clause 3. Term of the Tenancy

The term of the rental will vary and will be determined on as needed bases. Clients may rent on a month-to-month basis thereafter.

Clause 4. Payment of Rent and Late Payments

Clients will pay to MJMS a monthly rent of rental amount (\$0,000), taxes (\$000) and any additional service fees along with a one-time moveout cleaning fee of (\$200) and (\$ ½ a month's rent deposit. The Rental deposit will be applied towards first month's rent. Rental deposit is due at time of signing of agreement. Rent deposit may be paid through Stripe or Venmo (payment processing fee may apply). Name on credit card(s) must match the name of the person(s) on the reservation, unless payment is being made by traveling nurse recruitment agency. Payments can also be made via checks or money orders to avoid payment processing fee. However, all transfers and check clearing processes must be completed no later than the seven days from the last day of the month. Therefore, please be mindful of payment limits and/or restrictions to ensure monthly payments are made on time to avoid any late fees.

Monthly payments made with money orders are due on the 25<sup>th</sup> day of the month to ensure that all transfers are completed by the last day of the month. Monthly payments made via check or Stripe are due on the 23<sup>rd</sup> of the month. Late payments are subject to a \$200 late fee.

No additional fees will be prorated for the last two days of a calendar month or the first two days of a calendar month for a maximum non-prorated day of 4-days with a signed extension. Please refer to Clause 13 and 14.

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		Monthly Rent		
	2 bedroom / 2	Cleaning Fee	Pet Fee	Security
	Bath			Deposit
The Harvey -		\$200		\$ ½ month
Boston				(rent)
Taxes and fees				
Total due at				
signing				
Monthly +				
taxes/fees				

	1 bedroom / 1 Bath	Cleaning Fee	Pet Fee	Security Deposit
The Harvey -		\$200		\$ ½ month
Boston				(rent)
Taxes and fees				
Total due at				
signing				
Monthly +				
taxes/fees				

### Taxes & Fee Per Reservation

	State Tax	City Tax	Convention Fee (City)	Community Impact Fee (City)	Payment Processing Fee
Halstead Malden Square	5.7%	4%			
The Harvey	5.7%	6.5%	2.75%	3%	3%

### Additional Service Fees

	Moveout Cleaning	Tri-Weekly Cleaning	Linen Service	Pet Non- Refundable	Monthly Parking
				Deposit	
Halstead	\$200	Included	By request		
Malden			w/fee		
Square					

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Any proration of rent shall be made on the basis of a true calendar month.

Clause 5. Security Deposit, Payments, Cancellations

Clients shall provide MJMS with an active <u>Credit Card</u> for the duration of Clients' stay and one calendar month beyond move-out date for security purposes. All or any portion of the security deposit may be used to (i) cure Clients' default in payment of Rent or (ii) key fob replacement, parking garage barcode strip, any repair damage, excluding ordinary wear and tear, caused by Clients, or by a guest or licensee of Clients, including furnishings and appliances. This includes items damaged/stained due to ANY and ALL bodily fluids that warrants replacements for health and sanitation guidelines. And, any additional cleaning incurred during stay, included damages and cleaning due to pets. Signing of this agreement will authorize MJMS to bill Clients' credit card for damages incurred during stay. MJMS will provide Clients with an itemized list of damages within 48 hours from check-out date. Clients' credit card will be billed within 72 hours from Clients' receipt of damages.

Full first month balance is due at time of signing agreement, 50% refund will be issued 15-days prior to arrival date. 25% refund will be issued 10-days prior to arrival date. No refund will be issued 24-hours prior to arrival date.

Clause 6. Utilities

All utilities (sewer, water, garbage, electricity, gas, cable and phone) will be paid by MJMS. It is **EXTREMELY** important to be mindful of utility usage. Lights and appliances should not be left on when not in use. **ANY and ALL excessive usage/surcharge** of utility usage/bill over the average will be billed back to Clients on credit card on-file, Venmo or invoiced. Please refer to Clause 13 and 14.

Clients may not sublet, assign, or transfer any interest in the Premises without MJMS's written consent.

Clause 8. Clients' Maintenance Responsibilities

Clients will: (1) keep the Premises clean, sanitary and in good condition and, upon termination of the tenancy, return the Premises to MJMS in a condition identical to that which existed when Clients took occupancy, except for ordinary wear and tear. Not returning unit to its original state may be subject to an additional cleaning fee of \$250 or more. This includes items damaged/stained due to ANY and ALL bodily fluids that warrants replacement for health and sanitation guidelines.

No shoes on the carpeted areas. Any additional

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(2) immediately notify MJMS of any defects or dangerous conditions in and about the Premises of which Clients become aware; and (3) reimburse MJMS, on demand by MJMS, for the cost of any repairs to the Premises damaged by Clients or Clients' guests or business invitees through misuse or neglect.

Clause 9. Violating Laws and Causing Disturbances

Clients is entitled to quiet enjoyment of the Premises. Clients and Clients' guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, including but limited to maintaining peaceful and quiet enjoyment city laws.

Clause 10. Violating Laws and Causing Disturbances

Clients is entitled to quiet enjoyment of the Premises. Clients and Clients' guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other Client or nearby resident.

Clause 11. Pets (Dogs and Cats Only)

Prior authorization is required along with a non-refundable pet fee of \$75 - \$250, subject to type of pet and length of stay. No more than one pet is allowed on the Premises. Dogs must always remain on a leash while in common areas and outside of the building. It is important to always clean up after your pet. Violators may be subjected to a fine of \$75 and/or fine set by property management and/or city ordinance per incidence. No pets on the furniture as not all guests are pet owners. Any damages and/or injuries caused by pet, including bodily harm will be the full responsibility of Clients and billed to Clients. Please refer to Clause 13 and 14.

Dogs on the state's list of aggressive breeds are NOT permitted on the Premises and dogs may not weigh more than 40lbs.

To help ensure that pets continue to be welcomed, please do not allow pets on the furniture; especially the bed(s).

Clause 12. MJMS's Right to Entry



Clients shall make Premises available to MJMS, MJMS's representative or property management for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services.

MJMS, MJMS's agents or property management may enter the Premises immediately in the event of an emergency. Except in cases of emergency, Clients' abandonment of the Premises, court order, or where it is impracticable to do so, MJMS shall give Client 24-hour notice before entering.

Clause 13. Indemnification

MJMS shall not be liable for any damage or injury to Clients or any other person, or to any property, occurring on the Premises or any part of the Premises, or in common areas, unless the damage is the proximate result of the gross negligence or willful misconduct of MJMS, MJMS's agents, MJMS's employees or property management. Clients agrees to indemnify, defend, and hold harmless MJMS for any liability, costs (including reasonable attorney's fees), or claims for personal injuries or property damage caused by the negligent, willful, or intentional act or omission or act of Client or Clients' guests or invitees. Each party waives the right of subrogation against the other party. Any and all disputes will be filed in the state and city of the leased property/unit.

Clause 14. Joint and Several Liability

Each individual Clients shall be individually and completely responsible for the performance of all obligations of Client under this Agreement, jointly with every other Clients, and individually, whether in possession.

**ANTI-TERRORISM PROVISIONS**. Tenant represents, warrants and covenants to Landlord that (i) neither Tenant nor any of its partners, members, principal stockholders or any other constituent entity either in control of the operation or management of Tenant or having a controlling financial interest in Tenant has been or will be designated or named as a terrorist, a "Specially Designated and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, xxxx://xxx.xxxx/ofac/t11 or at any replacement website or other replacement official

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publication of such list (such list, or any such replacement official publication of such list, the **28** "OFAC List"), or by any Executive Order or the United States Treasury Department; and (ii) Tenant has not engaged, and will not engage, in this transaction, directly or indirectly, on behalf of, or instigating or facilitating, and will not instigate or facilitate, this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. A breach of any Tenant representation, warranty and covenant contained in this Section shall be an immediate and material Default of Tenant under this Lease without notice or cure rights. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to Tenant's breach of any of the foregoing representations, warranties and/or covenants.

I, **Occupant and Grantor's name**, acknowledge that I have not and do not have any associations with any known terrorist groups. During my occupancy at an MJM Stay, LLC unit, I will not engage in any criminal activities. In the event that I am faced with criminal allegations that has a direct impact on the operations of MJM Stay, LLC, I will assume all legal expenses to help exonerate MJM Stay, LLC and Magalie Jean-Michel of any wrongdoing.

Magalie Jean-Michel
President & CEO
MJM Stay, LLC.
P.O. Box 564

Malden, MA 02148Cell: 781-855-9433

Info@mjmstay.com

Date	Date
Signature	Signature
Email:	Email:
Cell:	Cell:

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Date	Date
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Booking Site Disclosure:

Please be advised that by checking into the unit, you ARE AGREEING to ALL the terms listed below.

Therefore, it is \*\*\*\* HIGHLY RECOMMENDED \*\*\*\* that you take a moment to review ALL contents pertaining to your reservation in its entirety within the next 24-hours, as they contain important information that you will need to know from check-in to check-out, including where to locate the lockbox, Wi-Fi password and instructions to the parking garage barcode strip and parking space number (if applicable). Upon review, should you not wish to move forward with your reservation, you are welcome to CANCEL the reservation for a FULL refund WITHIN 24-hours of booking.

\*\*\*\*\*\*\*\* Please provide your email address to receive a copy of the welcome packet. A picture ID is required prior to arrival if your photo is not displayed on the booking platform to help ensure that the right person is checking in the unit. \*\*\*\*\*\*\*

Please be advised that although MJM Stay Corporate rental units are advised on booking platforms such as AirBnB, Vrbo, **Booking.com** and more, the units are CORPORATE short-term rentals primarily geared to host business travelers, continuing education professors, medical professionals, graduate students and medical patients and their families to name a few. Therefore, the units should only be acknowledged as corporate or short-term rentals/apartments. Advertisements on booking platforms are place-filler and guests are asked to be always respectful.

The apartments may NOT be used to host social gatherings or parties. Any violation to this restriction is subject to a forfeit of security deposit and/or an immediate vacate of the apartment. The entryway to the apartment is visually monitored and equipped with a noise monitor.

Check-In: Entryway of the unit is visually monitored.

The lockbox code and access information will be provided 24-hours prior to your 4 PM check-in time. The notification will be emailed and/or submitted on the rental platform

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shortly before your arrival. The lockbox itself is located on the guardrail next to the New England Hair Academy. It is the \*\*\*\*1st lockbox\*\*\*\*, farthest from the brick wall. The information on where to locate the apartment key and parking garage pass (if applicable) will be provided in the email.

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Key fobs are shared amongst multiple guests to gain access into the building. Therefore, all key fobs MUST be returned back into the lockbox IMMEDIATELY upon gaining access into your reserved apartment to avoid a \$100 non-return fee. In the event a guest is inconvenienced due to your failure to promptly return the key fob back into the lockbox, the violation fee will be equal to any monetary compensation provided to the inconvenienced guest. No Exceptions!

However, please be advised that meet-and-greets are often performed where a member of MJM Stay or property management team will meet guests and their party in the lobby to provide access into the building. Therefore, instead of receiving an email message with the lockbox code, guests will be asked to provide their estimated time of arrival and a 30-minutes notification prior to arrival.

The building is located in Malden Square, 0.5 miles from Malden Center Orange Line Train Station, and approximately 18-minutes north of Boston. Aside from reserving a parking space located on the ground level of the building additional parking options are limited and restricted to residential permit parking, meter parking and a few nearby municipal parking lots that are subject to fees. Underground parking in the building may be reserved at \$15 per night. However, free parking will be provided for monthly reservations. Unauthorized/undeclared vehicles will be towed at the owner's expense. Please refer to the welcome packet for directions, instructions to the parking garage and where to park. It is important to be sure to only park in assigned parking space to avoid being ticketed and/or towed at guests' expense.

Logan International Airport is approximately 5.9 miles away and is an easy commute via car, Uber, and public transportation. (Blue Line with a transfer to the Orange Line

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(toward Oak Grove) into Malden Center Station.

Area attractions entail an ample of restaurants (steps away from the building and beyond), gaming arenas, supermarkets and pharmacies are within 0.5 miles and beyond.

Encore Boston Harbor Casino is 2.6 miles away - Shuttle transportation available at Wellington Station (1-stop from Malden Center). Please see Welcome Packet for more information.

### Utilities:

In an effort to avoid price increases and/or surcharges, please be mindful of usage of electricity and water by turning off lights, AC and heating systems when not in use; as well as unnecessary waste of running water.

### Guests:

ONLY the number of people disclosed on the reservation will be permitted in the apartment without prior authorization. Failure to disclose additional guests is subject to a \$200 fee, per person, per night. Violations may be subjected to an immediate vacancy of the unit. Guests are required to have on proper attire in all of the common areas during their stay.

Just a friendly reminder that upon entry to the apartment, NO SHOES on the carpets. Any stains on the carpet and/or furniture (bedframe and sofa) and SCRATCHED/damaged cookware are subject to a cleaning and/or a damaged fee. Any additional cleaning fees and/or replacement of linens, towels etc., incurred during stay, including those due to pets, will be billed to guest(s). This includes items damaged/stained due to ANY and ALL bodily fluids that warrants replacement due to health and sanitation guidelines. This is strictly enforced to help ensure that all of MJM Stay's apartments maintain a high level of cleanliness and care of inventory.

### Pets:

All pets must be disclosed (dogs only). Cats are welcome with monthly rentals. There is a one pet limit per reservation in the apartment unless prior authorization is provided for additional pets. The pet fee is \$75-\$250, subject to size and breed. In addition to the pet fee, a \$350 fee will be deducted from the security deposit or charged to guests for

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failure to disclose a pet.

Due to liability reasons, no aggressive breeds. To help maintain a pet friendly apartment and to be respectful towards non-pet owners, pets are NOT ALLOWED on the furniture. This is to help ensure that there are no pet stains/fluids or odor on the furniture. Any additional cleaning and/or damage replacements incurred during a guest's stay will be deducted from the security deposit and/or charged to guests.

Dogs MUST remain on a leash while in any and all common areas within the building. Please be respectful by cleaning up after your dog immediately after a potty session. Dogs should be taken outside in front of the building or to the pet relief area in the rear of the building. Any violations reported by property management may be subjected to an immediate vacancy of the unit.

### SMOKING:

There is absolutely NO SMOKING or VAPING in the apartment or building. Violators are subject to an immediate vacancy of the apartment, in addition to a violation fee and any additional fees MJM Stay may be fined by property management.

Pool and Common Area:

There are NO lifeguards on duty at the pool. Minors 14 years of age and under must be always accompanied by an adult while in the pool area. Proper attire is required in all the common areas. Towels may not be worn as a cover-up in the common areas. Please be prepared to shower prior to entering the pool. Shower area is located next to the pool access door.

As a guest of MJM Stay, the use of the building amenities is passed on to you as a courtesy for the enjoyment of your stay. In an effort to extend the continuous use of said amenities to all future guests, we ask that you exercise a high level of respect and professionalism throughout the duration of your time on the premises. The building amenities consist of the following: rectangle in-ground pool, outdoor lounge area, barbecue grill area, fire pit, outdoor chess board, clubhouse, pool table Ping-Pong table, indoor fireplace with top level TV, soundproof music room, indoor golf room, gym, Peloton room, yoga room, 2 private conference/meeting rooms with printer and computer area. Apart from reserving the use of the fire pit, there are no reservations needed for use of the other building amenities as they are used in a group setting or first-come-first serviced.

MJM Stay and Halstead Malden Square Management assumes no liability for use of the

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common areas.

Apartment Inventory:

A thorough inventory audit is conducted between every guest's stay. Any missing AND/OR damage items will be deducted from security deposit and/or charge to guests at a minimum fee of \$100 PER ITEM. Therefore, it is strongly suggested that you report any oversight of any damaged items ASAP and/or prior to check-out. Otherwise, you may be subject to the damage fee.

Complimentary Items:

Guests are welcome to help yourselves to: snacks, water, coffee, teas, sugar, creams, spices, oils, foil paper, paper towels, trash bags, cleaning supplies and toilets (for use during your stay in the apartment), wine bottles (21-years and older) and more. All of the complementary items are provided as starter kits. A restock of said items maybe requested for an additional fee.

In-unit amenities include stainless steel appliances, washer and dryer, chef grade cookware, Bravo oven size air fryer, NutriBullet blender, Nespresso coffee machine, waffle maker, crockpot, salad spinner, electronic tea kettle, electric can opener, cooking spices, ironing board and iron, blow dryer, highchair and pack-n-play, fire extinguisher and more.

Please refrain from using metal objects in any and all cookware. Any scratches found in pots and pans from metal objects will be considered as damaged items. Cooking utensils can be found in the utensil container on the kitchen counter.

Check-Out:

Check out is at 11 AM. To maintain the health and safety of the cleaning crew, please empty out all the trash barrels as the trash will contain some of your personal hygiene disposables. Trash may be brought to the trash room. The trash room is located next to the exit door stairwell around the corner from the elevators. Any trash left in the unit is subject to a \$100 fee.

No dirty dishes or cookware should be left in the sink, stove, table or counters. Dirty dishes should be neatly placed in the dishwasher and cycle running.

Upon check-out, you may leave the key and parking barcode strip (if applicable) on the

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table under the TV, in the living room and the door unlocked. Kindly turn off ALL the lights and heating/AC unit. The cleaning crew will arrive shortly after your departure to start the cleaning process.

You will be able to exit the parking garage by manually pressing the GREEN UP/exit button next to the garage door.

Security Deposit:

If your security deposit was not paid through the booking platform, a request for the security deposit will be returned 30-days from Move-out date. Lockbox and check-in instructions will not be provided until security deposit is received.

Acknowledgement and Agreement:

As a friendly as, upon review of the content listed above, should you not agree to the terms, you are welcome to cancel your reservation within 24-hours of receipt for a full refund. However, by moving forward with your reservation and checking into your unit, you are agreeing to all MJM Stay, LLC's terms and regulations above and beyond the agreements to the booking platform rules and regulations. Any violation incurred during your stay WILL be deducted from your security deposit.

### Written Reviews:

In conclusion, our goal at MJM Stay is to provide you with a 5-star experience from check-in to check-out. If at any time during your stay you come across something that is not satisfactory, please do not hesitate to immediately bring it to our attention so that we can make it right.

Your business is highly valued and appreciated! We intend to do our best to help ensure that you have a pleasant stay to the best of our ability and reasonable measures. That said, in addition to a referral, your 5-star review is one of the best compliments we can receive as your review will help build our business and increase visibility within the lodging and hospitality industry.

Thank you once again for choosing MJM Stay. We look forward to your arrival!

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