Grant Smith Ellis Court Log

United States v. Matthew Farwell
Day 3 • October 14, 2026

Reconstructed from @GrantSmithEllis contemporaneous courtroom reporting

About this report: This document reconstructs Grant Smith Ellis's contemporaneous courtroom reporting from his posts on X. Grant-authored reporting is reproduced as retrieved and organized chronologically by testimony/proceeding; editorial organization and known retrieval limitations are documented in the full Source & Editorial Notes near the end.

Grant's Court Reporting

Pre-Jury Proceedings

7:39:43 AM ET

Hello from inside Boston's beautiful Moakley Federal Courthouse, where this will be today's live-thread for coverage of day 2 in the Sandra Birchmore and Matthew Farwell trial.

Brian Tully and John Fanning's coverup point-man, Matt Dunne, is up first for the DOJ after 9AM.

Open original post on X

8:16:46 AM ET

Trooper Matt Dunne has arrived to check in outside the courthouse.

He has a blue suit and a pinkish/purple tie.

His hair is gray and he appears stressed.

There are about 10 media members here, along with 15 members of the public.

Mizzy and Barb are 1st in line.

Open original post on X

8:38:40 AM ET

Okay, I have taken my seat in the courtroom.

Farwell's lawyers are here, but the DOJ is not.

Farwell has not yet arrived in the courtroom.

@Estey617, however, has arrived. She is a towel.

Open original post on X

8:43:58 AM ET

@Estey617 The DOJ has arrived with their pushcart.

It has at least 100,000 documents spread across 20 binders on three rows of metal shelving.

We await the arrival of Matthew Farwell.

Judge will take the bench at 8:45AM ET.

Open original post on X

8:45:13 AM ET

@Estey617 Farwell arrives.

He is in a black suit for the second day in a row.

He speaks to Kimberly Stevens. She smiles.

Stevens speaks to Brian Fogerty.

Fogerty is holding packets of evidence in large manila folders that he places onto the witness stand.

Open original post on X

8:45:41 AM ET

@Estey617 All rise!

Judge takes the bench.

We begin a motion hearing.

Clerk calls the case.

Open original post on X

8:47:45 AM ET

Judge says good morning to counsel and Farwell.

Farwell says good morning.

Judge has a few matters.

Judge got the updated disputed exhibit list.

There was one last night and one earlier today. There is some overlap between what came in on Friday and the list that came in today. Judge has reviewed most of the disputed exhibits that will come up today.

There are two new ones. For reasons noted yesterday, as to the prior disputed exhibits, having reviewed the objections and responses, judge expects they will all be admitted.

1 and 3 are relevant here on the disputed list, but Judge will be listening for foundation.

Number 543 is marked which Judge thought was being withdrawn, is that correct?

This is 543 otherwise marked as G-7.

Judge thinks this was a defense exhibit.

Open original post on X

8:48:23 AM ET

@bunnybryson Hi Koffi! Hi Bunny!! Hi Bo!!!

Open original post on X

8:48:44 AM ET

@Estey617 Defense counsel asks for a moment to review her files.

Open original post on X

8:50:40 AM ET

Judge asks if counsel is ready.

Daley, the lawyer for Farwell, continues her search furiously on her computer.

DOJ says 543 and 544 are photos of journal entries drafted 5 years before Sandra died.

Troopers took photos of these entries after Sandra died.

MSP found those but not the computer in Sandra's apartment with all of the evidence of Farwell's grooming and child SA?

Okay, then.

[Towel note; Good work, Brian Tully and John Fanning's MSP unit. Michael Morrissey has some great men around him.]

Open original post on X

8:51:44 AM ET

Okay, counsel as to some things from yesterday;

I sustained the objection during testimony from Officer Cotard when he affirmed his limits to his role at the scene.

Then there was a question about Ms. Isabelle, and my ruling stands there.

This is about the phone call where the Canton Woods staff member was told that Farwell had said "he would take care of the problem himself," if Sandra insisted on carrying her unborn baby to term.

Open original post on X

8:53:11 AM ET

DOJ;

"For the record, we have informed Trooper Dunne that the RO hanging on Sandra's fridge is admissible."

"Okay, thank you counsel."

"Counsel, a few other things, I started to address the DOJ motion, docket 325, about the civil complaint. I have also reviewed 335, the response, as I understood the DOJ started to tell me yesterday that the DOJ is dropping the part of the motion as to seeking an exemption to the sequestration order?

Yes.

Denied as moot as to that point.

I further understand that the parties are still in dispute as to whether the document itself should come, in but there is agreement that witnesses may be impeached on it. I'll wait to we get there.

Open original post on X

8:54:05 AM ET

"Counsel, please raise this issue in the morning or afternoon before it comes up."

"Court denies in part as moot and reserves in part" on the motion.

Docket 352 has been filed under seal. Judge has it.

Judge knows this is not ripe yet so she wants to return to it at the end of the day.

Judge understands it may come up tomorrow.

Open original post on X

8:55:32 AM ET

"Anything else counsel?"

DOJ;

"Two quick things, your honor; there is one extra agreed to exhibit, it is 284, that we expect to come in today. In addition I wanted to flag for the court that if we get to calling Donna McNamara today there was a defense motion regarding a civil complaint that was filed by her, docket 185, and that motion was allowed in docket 285, so I just wanted to flag that for the court and for the reasons set forth in that motion and on the basis of that decision from the court the DOJ won't ask about McNamara's current employment so as to not invade what was restricted in that motion. The defense will do so as well."

Judge; "Okay."

Open original post on X

8:55:57 AM ET

@Estey617 Defense says that is correct and they have no intention of getting into that, and they will only get it into on cross for impeachment.

Judge says alert me first.

Okay.

Open original post on X

8:57:07 AM ET

Judge says, as a housekeeping matter, she thinks it is exhibit 256...this was admitted but was not published given concerns about the header on it.

Judge just asks that the parties confer on redaction of that header. It may need to be printed as slides and done as an old school redaction.

DOJ says it is already done.

Judge says we are waiting on two jurors and then we can get started.

Open original post on X

Exhibit 256: Not embedded: Not available time of document creation.

8:57:42 AM ET

@Estey617 DOJ says they have made some redactions to exhibit 284 because it has some personal phone numbers.

Judge thanks the DOJ for the update.

"Counsel, unless there's anything else, we'll stand in recess until all 16 jurors arrive."

Open original post on X

Exhibit 284: Not embedded: Not available time of document creation.

8:58:31 AM ET

@Estey617 Recess!

We're unsure how long this will take. Boston traffic can be rough on good days.

Open original post on X

9:06:19 AM ET

@Estey617 Matthew Farwell sits silently working on some papers.

He is writing on documents with his head down.

He sits slouched in his seat to appear smaller than he is.

He stands 6'4 to 6'5, but when he sits you would think he is 5'2.

All jurors are here!

Open original post on X

9:07:32 AM ET

@Estey617 The jurors have arrived.

State Trooper Matt Dunne enters the courtroom and takes his place next to the witness box.

We wait the call of the court.

Open original post on X

Trooper Matthew Dunne — Continued Testimony

9:09:07 AM ET

@Estey617 All rise, jurors entering!

We begin.

Brian A. Fogerty up on direct for the DOJ. Picking up from where we left off yesterday.

Towel girlfriend has also just arrived. She is beautiful. She is sitting with Barb, Mizzy and Estey.

Open original post on X

9:10:11 AM ET

@Estey617 Trooper Dunne, you remain under oath.

Counsel begins;

"Trooper Dunne, good morning."

"Good morning, sir."

Open original post on X

9:11:14 AM ET

"Can you pull up exhibit 9, please?"

"Trooper Dunne, when we left off we were talking about your initial approach into the apartment where Ms. Birchmore was found, right?"

"Yes."

"Looking at exhibit 9 in front of you, can you describe what you saw when you walked in to Ms. Birchmore's bedroom?"

"I saw Ms. Birchmore in a partially reclined position, with a ligature around her neck, affixed to the door handle on the right."

Open original post on X

Exhibit 9: sensitive — not embedded. Court-released trial materials folder

9:11:38 AM ET

@Estey617 We are looking at an image of Sandra Birchmore's body hanging from a door.

She is shown from behind.

She is at a 70 degree angle to the floor.

This is very sad.

Open original post on X

9:12:17 AM ET

@Estey617 We see the front view of Sandra, hanging from her closest door.

Her belly is distended. Her baby boy died inside her belly a few days prior.

This is heartbreaking.

Open original post on X

9:13:47 AM ET

"Trooper Dunne, please put on the gloves next to you and open the exhibit bags. This is exhibit 49."

"Do you recognize the device that is in the package that says exhibit 49?"

Dunne slowly opens the envelope.

"This appears to be the same cell phone depicted in the photo."

"This is the same cell phone you found near Ms. Birchmore?"

"Yes."

"Government moves to admit exhibit 49."

Defense objection.

"Overruled, it is admitted."

Open original post on X

Exhibit 49: Not embedded: Not available time of document creation.

9:14:56 AM ET

"Let's look at exhibit 16 now. How close was that cell phone to Ms. Birchmore."

"The phone was six to eight inches from her right knee."

Sandra is literally hanging around a corner of a wall at a 70 degree angle. Her right leg is bent. Her left leg is straight. She is closer to a position on her back than on her behind.

Open original post on X

Exhibit 16: sensitive — not embedded. Court-released trial materials folder

9:15:40 AM ET

@Estey617 We now see a picture of Sandra's bed.

The bed is just feet from where Sandra was hung from her closet door. Her glasses were placed on the bed and they sit in the middle of the bed.

Other than the pillows and sheets and comforter there are no other items on the bed.

Open original post on X

9:16:29 AM ET

@Estey617 Exhibit 32 now.

"Trooper Dunne, do you see these medicine containers lined up on the counter top?"

"Yes."

"Did you line these up?"

"I don't think I did. It was the Canton Police."

"Let's pause," says Judge. The jury screens need to be rebooted.

Open original post on X

Exhibit 32: Not embedded: Not available time of document creation.

9:17:42 AM ET

"Thank you, jurors, counsel go ahead."

"As to the medicine bottles being lined up, can you continue?"

"So, this is a fairly common way that we see medicines. Part of the in take done by the OCME when an unattended death is initially reported, they ask for the medications in the location. So it's common we would see the medicine lined up by the first responders so we can pass that along to the OCME."

Open original post on X

9:18:14 AM ET

@Estey617 "So, lining up the medicine is a common practice by first responders so crime scene can then document them?"

"I don't know about for crime scene documentation purposes, but the OCME usually needs that information."

Open original post on X

9:19:23 AM ET

Now a picture of Sandra's fridge.

"What is in this picture?"

"Someone touching a picture of an ultrasound."

"What did you learn about Ms. Birchmore being pregnant?"

"I learned from the Sharon Schools, and from this photo, and I reviewed Canton reports, and I learned it appears she was pregnant."

"Did you see this ultrasound photo on her fridge?"

"I did, yes."

Open original post on X

SOURCE-RETRIEVAL NOTE — The available primary-source exports do not recover Grant-authored courtroom posts between the 9:19:23 AM entry and the next retrieved court-related entry. This archive does not infer what occurred in that interval.

11:12:11 AM ET

@DoctorTurtleboy That's the vibe in the courtroom, for sure.

Open original post on X

11:40:05 AM ET

@Estey617 @BoozeyBeauty "The OCME is an agency of the Commonwealth?"

"Yes."

"Is there a particular medical examiner assigned to each death?"

"Yes."

Open original post on X

11:41:00 AM ET

"The OCME rendered an initially on may 6th, 2021?"

"Yes."

"And Ms. Birchmore was found on Feb 4th, 2021?"

"Yes."

"Did you ever speak with the OCME's office between those dates?"

"I spoke to investigators who..."

"Did you personally speak to the OCME?"

"So, Fanning did on multiple occasions."

Open original post on X

12:05:02 PM ET

@Estey617 @BoozeyBeauty Sidebah done.

"More simply put, did you learn information that there were issues with regards to Ms. Birchmore's mental health at the early stage of your investigation and entry into the unit at Canton Woods?"

"I don't believe so. Not very much."

Open original post on X

12:05:35 PM ET

@Estey617 @BoozeyBeauty "You are a trained investigator and have been at the scenes of violent deaths?"

"Yes."

"Too many scenes?"

"Probably."

"Suicides?"

"Yes."

"Too many?"

"Yes."

Open original post on X

12:08:58 PM ET

@Estey617 @BoozeyBeauty "Did the officers who made entry at the time of your early investigation that they unlocked the deadbolt to the unit door?"

"I don't know, honestly."

Open original post on X

12:10:45 PM ET

We now see a picture of the door to Sandra's apartment, from inside the unit, along with her kitchen and living room.

"What did you observe...what was important to you...as you walked in?"

"I was making note of the state of the apartment. If anything was knocked over. Any sign of struggle. Any sign of violence. Sign of drug use. Obvious missing valuables. Should I explain anything else in general terms?"

[Towel Note; did he just ask the defense attorney for guidance from the stand?]

Open original post on X

12:11:15 PM ET

@Estey617 @BoozeyBeauty "Did you make note of any vacuum tracks?"

"I'm sorry, did I see any vacuum tracks?"

"Yes, that's my question."

"No, I did not."

Open original post on X

12:24:47 PM ET

"As a trained investigator, why would you be looking for knocked over objects?"

"Those are signs of a struggle."

"What items were not knocked over?"

"The items on the white shelf."

We are now looking at a view from Sandra's bed, towards her table in her room. Her body was hanging half way between her closest door and the table. There is maybe 1-2 feet of room between Sandra's body and these tables.

This entire line of questioning undercuts Farwell's theory that Sandra violently thrashed around after she was hung, thus breaking her hyoid bone.

No way Sandra thrashed and didn't knock into that table.

Open original post on X

12:25:18 PM ET

@Estey617 @BoozeyBeauty "Did you see signs of a struggle in the room?"

"No."

"You've seen the video of Farwell entering the apartment complex, and there's now on the ground?"

"I don't know."

"Can we pull up Exhibit 46 please."

Open original post on X

Exhibit 46: Not embedded: Not available time of document creation.

12:36:47 PM ET

Wow.

Firefighter Daniel Whitley from the Karen Read and John O'Keefe trial pronounced Sandra Birchmore dead just minutes before Brian Tully and John Fanning's state police unit began their coverup of Sandra's death.

This. Is. Wild.

Open original post on X

12:39:53 PM ET

@Estey617 @BoozeyBeauty "For 3 days after she died, no one reported her missing, is that correct?"

"Objection."

"Sustained."

Open original post on X

12:41:01 PM ET

Earlier on direct, you were asked about neighbors reporting a disturbance and you said, "I can explain if you like..."

"What did you want to explain?"

"Objection."

"Overruled."

"We only went back two days, and if there's no sign or report of a disturbance, knocking on doors...we had a good timeline...we weren't going to knock on the neighbors doors."

Open original post on X

12:41:36 PM ET

@Estey617 @BoozeyBeauty "Are you familiar with decomposition?"

"Not in a medical sense, but as someone who has, unfortunately, seen a lot of bodies, I have seen bodies in various stages of decomposition."

Open original post on X

12:47:26 PM ET

"It is important that timing be accurate in the video we're looking at, to draw conclusions, as part of an investigation?"

"Yes, it would be, but there's proof that this video was extracted and that helps with adjustment."

"Okay, now, you gathered information at Ms. Birchmore's apartment...what did you do next in the course of your investigation?"

"In what regard?"

"Did you lock the apartment back up after all investigators left the scene?"

"I didn't personally do so, maybe someone from Canton PD did that. I don't know."

"Did you all leave together?"

"I am not sure. I don't recall. I assume so."

Open original post on X

12:52:24 PM ET

@Estey617 @BoozeyBeauty "You also met with the 3rd grade teacher at the school where Sandra worked?"

"Yes, she reported to us Sandra over shared and, generally, "seemed a little off."

"She over shared on day 1 working there?"

"If that's what the reports say, yes. I don't recall that."

Open original post on X

12:53:11 PM ET

@Estey617 @BoozeyBeauty "Ms. Birchmore told students that she was pregnant, didn't she?"

"Yes, the teacher said that."

"And she said that despite only being 4-5 weeks into the pregnancy?"

"Yes."

"And she told people on the staff she was not close to?"

"Yes that's what the teacher said."

Open original post on X

12:54:03 PM ET

@Estey617 @BoozeyBeauty "You also interviewed a recess monitor didn't you?"

"Yes."

"And she said that Ms. Birchmore asked her for money, and that made her uncomfortable because they had just met?"

"Yes."

"And Sandra told her she had mental health struggles in the past?"

"Yes."

Open original post on X

12:55:46 PM ET

"Sandra had missed 23 days that year?"

"Yes, the principal said that."

"And the principal said he wouldn't bring her back next year?"

"He said that to me, yes."

"When you finished at the school, you then went to interview Ms. Darlene Smith...and on direct you were trying to tell us what Ms. Smith said...what was it?"

"Well, she mentioned a number of things. She was Ms. Birchmore's aunt. I tried to interview her the previous day but by this stage she was in new Hampshire but yes she told me a number of things."

Open original post on X

12:56:36 PM ET

"Ms. Smith told you Ms. Birchmore had a history of mental health issues when she was a child?"

"Yes, she told me she had mental health issues including bipolar when she was younger?"

"And did you learn that an early childhood age Ms. Birchmore was given medication?"

"Objection, foundation."

"Sustained."

Open original post on X

12:57:52 PM ET

"Did an investigator look at her early childhood medical records?"

"We may have had access, but child hood medical history is not something we would really look at."

"But you had people at that time, in 2021, telling you about Ms. Birchmore?"

"Yes."

"Did Ms. Birchmore's aunt tell you that, when her mother died, Ms. Birchmore's condition got worse?"

"I'd have to review the report."

Open original post on X

12:59:00 PM ET

"Ms. Smith shared with that after Ms. Birchmore's mother died, her mental health got worse?"

"Yes, she did."

"In June or July of 2020, six months before her death, Ms. Smith told you that Ms. Birchmore got very upset because the house on Holbrook Street was being sold."

"Yes, that is what Ms. Smith said, but records show it was actually multiple months earlier than that."

Open original post on X

12:59:42 PM ET

@Estey617 @BoozeyBeauty "Was Sandra asked to leave and take her pets?"

"Objection."

"Sustained."

"Sandra made a threat of self harm during one incident?"

"Yes."

"And Sandra was sectioned?"

"Yes."

Open original post on X

1:01:45 PM ET

"Ms. Smith told you the father of Sandra's child was Matthew Farwell?"

"Yes."

"Did you do anything else on Feb 5th, 2021, related to the death of Sandra Birchmore?"

"Yes. I would have to think about it for a minute. There are a number of things that were done in those early

stages. I did notify, I think it was on that date, after the interviews at the school and the interview of Ms. Smith, I notified Fanning that day of the relationship between Ms. Birchmore and Mr. Farwell."

Open original post on X

1:03:05 PM ET

"And you took this into consideration, one of your data points, when you sat down with Fanning to decide what steps to take next?"

"I don't know what happened next. There was a lot of information learned in a short amount of time. This was just 24 hours after Sandra was found dead."

"A lot of people did a lot of work to investigate this?"

"Yes, I would say yes."

"Counsel, lunch break."

Back at 2PM ET!

Open original post on X

1:41:18 PM ET

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Open original post on X

2:12:19 PM ET

@Estey617 @BoozeyBeauty We are back from lunch.

I took a few extra minutes to help give away pizza to the newsmen and, also, some new US citizens outside the courthouse.

I, remain, a towel.

Open original post on X

2:13:10 PM ET

Back on cross of Dunne by Farwell's defense lawyer.

I am in the overflow room so I can type even faster than before.

"There's no cameras anywhere in the Canton Woods apartment complex other than the camera in the lobby?"

"Correct."

"So you don't know exactly when Mr. Farwell left Ms. Birchmore's apartment that evening?"

"Correct, we don't know."

Open original post on X

2:13:50 PM ET

@Estey617 @BoozeyBeauty I'm told that Josh Levy was both intrigued, and astounded, by my typing skills.

This, according to The Queen Of France's description of his reaction to seeing me type the live transcript earlier today.

@BoozeyBeauty is the Queen Of France.

Open original post on X

2:14:24 PM ET

@Estey617 @BoozeyBeauty "If you had any conflict in investigating this case you would have withdrawn, wouldn't you?"

"Yes."

"And you were just randomly assigned to the case based on you being on duty?"

"Yes."

Open original post on X

2:16:09 PM ET

"You brought items from the OCME to the crime lab?"

"Yes, on at least one occasion I brought a tissue sample in this case from the OCME to the crime lab?"

"So, you had a further interaction, with Fanning, at the end of Feb of 2021, with the OCME?"

"Yes."

"You requested further evidence from the OCME about the body?"

"I believe that Fanning spoke with Capo-Martinez on the 11th to request fetal tissue and on Feb 22nd, he asked that hair clippings, finger nails and a rape kit be done."

"And you facilitated this further testing, with Fanning, of Ms. Birchmore's body?"

"I was aware of it, but I don't know how much help I was. I transported one sample from the OCME to the lab."

Open original post on X

2:17:00 PM ET

@Estey617 @BoozeyBeauty "And the state police were continuing their investigation at this point?"

"Yes."

"And the MSP did DNA testing on Sandra's body and her clothes?"

"Yes."

"And on the strap?"

"Yes."

"And on Sandra's undergarments?"

"Yes."

"And was your role to interpret such testing?"

"No."

Open original post on X

2:17:16 PM ET

@Estey617 @BoozeyBeauty "Who would interpret such results?"

"The forensic scientists."

Open original post on X

2:18:36 PM ET

"And you also interviewed Ms. Rebecca Chandler? On Feb 8th?"

"I conducted a number of interviews on Feb 8th."

"Would you like to see this one to refresh your memory?"

"Sure."

"Objection, your honor, there is no question pending."

"What was the question?"

"What was the date of the interview?"

"I said it was Feb 8th."

Open original post on X

2:19:02 PM ET

@Estey617 @BoozeyBeauty "She stated that Sandra felt down because her mom was not going to be around when her baby was born, is that right?"

"Objection."

"Sustained as to form."

Open original post on X

2:20:40 PM ET

"You also interviewed Ms. Jordan Igo?"

"Yes."

"And that interview, Feb 9th, 2021, the next day, we're on Feb 9, 2021, and Ms. Igo...and she told that she told the father of the baby that Sandra would be demanding $4,000 a month and also an additional $300 for daycare?"

"Yes."

"And Ms. Idle said that the baby's father was in denial about being the father?"

"Yes."

"And the father said it was not his child?"

"Yes, that's what Ms. Igo reported."

Open original post on X

2:21:25 PM ET

@Estey617 @BoozeyBeauty "Did you participate in asking Mr. Farwell for his cellphone?"

"No, Fanning did that."

[Of note; Dunne started calling Fanning "Fanning" after lunch, instead of by Fanning's title as he was doing before lunch. Naughty, naughty. No reading towel posts during lunch.]

Open original post on X

2:22:03 PM ET

@Estey617 @BoozeyBeauty "Is it your understanding that Mr. Farwell...that you obtained a cellphone from Mr. Farwell...I won't relay the contents?"

"Yes."

Open original post on X

2:25:06 PM ET

"You said other factors influenced your thinking in the case...what were they?"

"There are far too many for me to mention off the top of my head. Can you ask about something specific?"

"What about Sandra's journals?"

"Among the items we had in our possession there was a treasure trove of information, some of which mentioned mental health."

"Were those important in your investigation?"

"Some did, some did not. Some were just school work. Varying levels of what appeared to be relevance to the investigation."

"And of direct relevance would be direct statements about past attempts of self harm?"

"Exhibit 56 please."

"What is important on the first page of Exhibit 56?"

"Something specific or just in general?"

"It's a self harm note dated July 1st, 2017."

"Her mother passed away in 2016?"

"Yes."

Open original post on X

Jump to Exhibit 56 in appendix

2:25:52 PM ET

@Estey617 @BoozeyBeauty "What is on page 2?"

"On this document, dated June 30th, 2017, it appears to reference to engage in self harm and reasons to do so."

"Does that list include [rape] [rope] (unclear)?"

"Yes."

Open original post on X

2:26:17 PM ET

@Estey617 @BoozeyBeauty "This was in a group of items provided to you?"

"This was provided to us by Mr. Cosgrove...the mom's cousin."

Open original post on X

2:27:03 PM ET

@Estey617 @BoozeyBeauty "What is on the next page?"

"It lists reasons why not to engage in self harm."

Open original post on X

2:28:06 PM ET

@Estey617 @BoozeyBeauty "So you had picked up additional forensic...oh, before I leave the topic, did you learn that Sandra attempted to swallow pills..."

"Objection."

"Sustained."

"Did you learn about a prior self harm attempt?"

"I had no prior or direct knowledge of that."

Open original post on X

2:28:38 PM ET

@Estey617 @BoozeyBeauty "Did you learn that information?"

"I don't know. I don't know how I learned that."

"Did you learn that Sandra's aunt told her to harm herself and bury herself in a dump?"

"I do not know that."

Open original post on X

2:29:52 PM ET

"Okay, August 16th, 2024, were you still working on the case?"

"Yes, the OCME had made a ruling. My involvement as a death investigator, and my understanding was that there was still some kind of investigation into the defendant, Farwell, and we were told the defendant was a target but I was not involved in that investigation...we had come to learn that Farwell, on that day, was the target of at least one open investigation...the state police learned that."

Open original post on X

2:30:49 PM ET

"Were you aware of DNA testing on the baby?"

"Yes, and I became aware Mr. Farwell is not the father of Sandra's baby."

"And, so, when Mr. Farwell was correct when he told Ms. Birchmore he was not the baby's father?"

"Objection!"

"Sustained."

"But he is not the baby's father, is he?"

"DNA testing bore that out."

Open original post on X

2:32:01 PM ET

@Estey617 @BoozeyBeauty "On August 16th, 2024, you had a meeting at the OCME's office and present were FBI Agent Leah Ferrera, an FBI photographer, USAO Riley, Fanning, Dr. Capo-Martinez, legal counsel for the OCME, Mercedes Robinson from the OCME?"

"Yes."

Open original post on X

2:32:15 PM ET

Uh oh, Joe Warren.

Open original post on X

2:32:38 PM ET

Kate Peter, Brian Tully and John Fanning are having a very, very bad day.

Open original post on X

2:33:04 PM ET

@Estey617 @BoozeyBeauty "Did anyone take notes at this meeting?"

"I don't recall."

"Did the federal government tell you not to take any notes at this meeting?"

"I don't recall. I honestly don't."

Open original post on X

2:34:05 PM ET

@Estey617 @BoozeyBeauty "Have you ever attended a meeting with the chief medical examiner, and the ME that performed the autopsy, with this many federal agents involved?"

"No meeting like this, no."

This is wild.

Wild I tell you!

Open original post on X

2:35:16 PM ET

"Were you asked to provide any additional information to the OCME at this point?"

"I know after this meeting, Fanning was in communication with somebody at the OCME...an administrator maybe Dr. Capo-Martinez...and then additional information was made available to the OCME...if there was that additional information it wasn't supplied directly by me. That's the best answer I have, I'm sorry."

Long pause.

Open original post on X

2:35:55 PM ET

@Estey617 @BoozeyBeauty "Did you ever to suggest to the OCME what finding she should make in this case?

"No, never."

"Did you, early on, provide whatever she asked you for to help make her decision?"

"Yes...actually, let me back up, I did not have direct contact with her, Fanning did."

Open original post on X

2:36:54 PM ET

"Did you share your concerns about an officer who was sleeping with Sandra Birchmore on that occasion, or any occasion, with the OCME?"

"I was concerned enough to call the OCME investigator and I gave them whatever information I had, and I took whatever information they gave me, but I don't recall exactly what I told them. But I was sufficiently concerned about something to make that call."

Open original post on X

2:37:19 PM ET

@Estey617 @BoozeyBeauty "Do you know if after that meeting the OCME changed her opinion to underdetermined?"

"After the August 16, 2024, meeting a year and a half later, yes she did change her opinion."

Open original post on X

2:37:44 PM ET

@Estey617 @BoozeyBeauty "Your honor may we be heard at sidebah?"

"Yes."

Sidebah!

Open original post on X

2:40:42 PM ET

"Earlier in our discussion, at the beginning, you talked about how you provided examples of other seated hangings to the government that you responded to?"

"Yes."

"In 2018, a man used a neck tie to tie himself to a post and he died in that manner?"

"Yes."

"In 2019, a person used a bed sheet in a frame to take their own life?"

"Yes, I believe so."

Open original post on X

2:41:14 PM ET

@Estey617 @BoozeyBeauty "Oh, sir, does Fanning still work at the Mass. State Police?"

"Yes."

Oh, yikes, Farwell's lawyers just through the State Police right under the damn bus.

Hello @MassGovernor.

Open original post on X

2:41:43 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "There's no rulebook or guide posts for self harm?"

"Objection."

"Sustained, counsel no commentary."

Open original post on X

2:42:08 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "In your September, 2026, meeting with the federal government [in this building], you told them there is no rulebook or guide posts for self harm?"

"I don't recall my words."

Open original post on X

2:42:31 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Nothing further."

"May I have one moment, your honor," says Brian Fogerty before re-direct.

This could get fiesty.

Open original post on X

2:42:56 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Good afternoon, Trooper Dunne."

"Good afternoon, Sir."

Open original post on X

2:43:58 PM ET

"When you talked about the elements of evidence that you said would make something suspicious, you said forced entry was one?"

"Yes."

"And, in a situation where the suspected perpetrator had a key, would that make forced entry less likely?"

"Objection, facts not in evidence."

"Counsel, no speaking objections. Overruled, you can lay foundation first though."

Open original post on X

2:44:26 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "In a situation where a potential suspect has a key to the premises would that be something you would want to know."

"Yes, one would not expect to see forced entry in a situation where a suspect has a key."

Open original post on X

2:45:28 PM ET

"Can we pull up Exhibit 16 please."

"Now, Trooper Dunne, I want to go around the room in this picture and have you point out the things that are on the floor."

This is a picture of Sandra hanging from the door at a 70 degree angle from the front. Her baby-bump is out. She is dead.

Open original post on X

Exhibit 16: sensitive — not embedded. Court-released trial materials folder

2:47:04 PM ET

"I see a yellow sock, a phone charger, a shoe box, a plastic, perhaps a stand for a bed post, sandals, two Poland springs water bottles, Mr. Birchmore's phone and then the things we spoke of earlier."

"Do you also see those lines all over the floor? I see five of them on the floor?"

"Objection."

"Overruled, you may answer."

"Yes sir."

"So you see five to six bobby pins all over the floor?"

"Yes."

"And those items were all strewn about the floor?"

"It's difficult to say."

Open original post on X

2:48:19 PM ET

"Does it appear those items were placed deliberately?"

"It's tough to tell."

"So, it would be important to know where the item came from?"

"You'd want to know if it fell off a surface or came from some place else?"

"As to determining if it's an apparent struggle then yes, but, as you can see, the sheet on top of the bed was laid down as intended...the items on the horizontal surfaces on the white plastic shelves, despite the fact that they are cluttered, do appear to be in their intended locations which is upright."

Open original post on X

2:49:22 PM ET

"Exhibit 45 please."

This is the video of Sandra, the last time she is seen on video alive, after clearing off her car of snow.

"What do you notice about her hair?"

"It's up."

"Now, back to the picture of Sandra inside?"

"How is her hair in this picture?"

"It is down."

Big impact here, as Sandra's hair was down after she was hung.

Open original post on X

Exhibit 45: Not embedded: Not available time of document creation.

2:50:44 PM ET

"How tall is the defendant?"

"He is my height, 6'2, or taller?"

"And you saw Ms. Birchmore's body?"

"Yes."

"And how tall is Ms. Birchmore?"

"5 foot 2 inches."

"How was the defendant's stature in 2021?"

"As you can see his a person of large stature."

"How would you describe his size in 2021?"

"He was easily above 200 pounds. A very large man."

Open original post on X

2:51:10 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "When you were on scene, did you see anyone grab Ms. Birchmore's throat?"

"No."

"Do you think that is something you would have remembered?"

"Yes."

Open original post on X

2:51:45 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Do you know how long it takes for someone to lose consciousness when pressure is applied to their neck?"

Objection.

Sustained. Scope.

Open original post on X

2:52:58 PM ET

"Trooper Dunne, while you participating in the investigation did you become aware of text messages that revealed the defendant was in a relationship with Ms. Birchmore for many years?"

"And from those text messages, did you learn that they had broke up at times?"

"Yes."

"And Ms. Birchmore didn't kill herself after those breaks up, did she?"

"Objection."

"Sustained."

"Exhibit 56 please."

Open original post on X

Jump to Exhibit 56 in appendix

2:54:03 PM ET

"Exhibit 56 is dated July 1 of 2017, correct?"

"Yes."

"That's three plus years before Ms. Birchmore died?"

"Yes."

"And, of course, Ms. Birchmore was alive until Feb 1, 2021?"

"Yes."

"And this is a journal entry?"

"I don't know what you would call that."

"I am asking you a question. Did you find that in a notebook?"

"It was provided by Mr. Cosgrove. It was in a notebook of some kind."

Open original post on X

Jump to Exhibit 56 in appendix

2:55:09 PM ET

"And you obtained those notebooks from Mr. Cosgrove?"

"Yes."

"And you obtained them from Mr. Cosgrove days, if not weeks, after Ms. Birchmore died?"

"Yes, some were from the house in Stoughton that was being cleaned out and some we obtained from the apartment. This was around Feb 22."

"So, you found it weeks after she died and you obtained them from some place that Sandra did not live when she was alive?"

"That would be a better question for Mr. Cosgrove, the first part, but that second part, that's correct."

Open original post on X

2:55:41 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Sir, you didn't find that notebook when you searched her apartment?"

"No."

"Because if you did, you would have logged that?"

"Correct."

"And this is dated three years before she actually died?"

"Yes."

Open original post on X

2:56:19 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Now, you looked through the apartment for an actual self harm note, didn't you?"

"Myself and the other investigators, yes."

"And you didn't find one at the scene?"

"Correct."

"And you didn't find one in her phone?"

"Correct."

Open original post on X

2:56:40 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "And that journal entry, Exhibit 56, the third page says why not to engage in self harm, right?"

"Yes."

Open original post on X

Jump to Exhibit 56 in appendix

2:57:29 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "That journal entry was among hundreds of entries in that journal right?"

"I'm not sure I'd have to see it."

"I'm not trying to trick you. Were there lots of pages in that journal?"

"Yes."

"And were there several journals?"

"Yes."

Open original post on X

Massachusetts State Police Crime Lab — Zimmerman

3:19:47 PM ET

@Estey617 @BoozeyBeauty @MassGovernor Okay, I went outside to try to get footage of Matt Dunne after his direct.

I gave up because he was hiding inside on the second floor.

I am back now as Zimmerman is on the stand from the Massachusetts State Police Crime Lab.

Open original post on X

3:20:17 PM ET

@Estey617 @BoozeyBeauty @MassGovernor The DOJ is going through the accreditations held by the crime lab and, also Zimmerman's educational background and training.

Open original post on X

3:21:45 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "In this case you received post mortem specimens from the OCME?"

"Yes."

"And is that something that happens often?"

"Yes."

"And you are often assigned post mortem specimens?"

"Yes."

Open original post on X

3:22:21 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "If an autopsy is performed, does the OCME always send the crime lab post mortem specimens for further testing, that would indicate that the OCME is still investigating something?"

"Yes."

Open original post on X

3:22:46 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Do you know when you got the specimens for testing?"

"Feb 9, 2021."

"Did you receive any other materials beyond specimens?"

"No."

Open original post on X

3:24:08 PM ET

"Is that part of the lab's process? You mentioned something about a blind specimen for your certification?"

"Are you not sent materials not-related to toxicology for any reason...what do you do to avoid confirmation bias?"

"Objection."

"Sustained, counsel break it up."

"What is confirmation bias?"

"If you're given a sample, and you already know what's in it, then I'm going to try to make myself make the pieces fit...that would be confirmation bias. Already knowing what you're looking for, and then trying to find out."

Open original post on X

3:25:06 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "No alcohol was detected in Sandra Birchmore's blood."

Open original post on X

3:25:42 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "When it comes to the post mortem specimens, is it possible that a delay in processing time can impact the toxicology testing?"

"Yes, things like decomposition and time can impact testing."

Open original post on X

3:26:42 PM ET

"How do you document chain of custody?"

"It's electronic chain of custody. We tag everything with barcodes and scan them as we work on them."

"And that's because if someone wants to review your method or process it's all documented?"

"Yes."

"The first thing you did was preliminary testing on the hard blood?"

"No."

"Is a preliminary test is ever enough?"

"No, it must always be confirmed."

Open original post on X

3:27:09 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "You did both a preliminary test and a confirmatory test in this case?"

"Yes."

"And someone followed up to confirm your work?"

"Yes."

Open original post on X

3:29:25 PM ET

@Estey617 @BoozeyBeauty @MassGovernor The witness is explaining how that confirmatory testing process works, and how the crime lab uses redundancy and peer review to confirm reports.

They call it batch review at the crime lab.

Open original post on X

3:31:03 PM ET

@Estey617 @BoozeyBeauty @MassGovernor We switched to cross exam before I got in the courtroom.

This feels like a direct, though.

I'm also exhausted from typing Dunne's testimony in real time, in full.

I am trying to push through the end of the day. I got this. For Sandra and her unborn baby boy.

Open original post on X

3:32:27 PM ET

"You didn't detect the sertraline?"

"No, it had not yet built up in her blood stream?"

"What does that mean?"

"It means that the body had not yet started to break down the Zoloft to eliminate it."

"And what does that mean as to the person who is taking the dose? Are they taking too much? Too little?"

"I do not know."

Open original post on X

3:33:06 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Can you fatally overdose on Zoloft?"

"There is a toxic level. I have not had any cases where sertraline was the cause of death but in the literature there is a toxic level."

"Would it be more than the pills in that picture?"

"I don't know."

Open original post on X

3:34:06 PM ET

"Can you overdose on Zofran?"

"Objection."

"Sustained, on this."

"Back to Zoloft, are you aware it carries a black box warning?"

"I am not."

"Are you aware it has a black box warning?"

"Objection, asked and answered."

"Sustained."

"What is a black box warning."

"Objection."

"Sustained."

Nothing further. No re direct.

Open original post on X

Robert Kuhn — Stoughton Police Department

3:34:17 PM ET

@Estey617 @BoozeyBeauty @MassGovernor Next witness;

The Government calls Robert Kuhn.

Open original post on X

3:35:35 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Where do you work?"

"The Stoughton Police Department."

"How long have you been there."

"21 years."

"Current rank?"

"Sergeant."

Open original post on X

3:36:45 PM ET

"What are your duties?"

"I supervise the patrol officers, I help them write reports, and I supervise the overall shift."

"What did you do before becoming a sergeant?"

"I was a detective and, before that, a school resource officer."

"Do you know Matthew Farwell?"

"Yes."

"Do you see him today?"

"Identify him please."

"He is wearing a black suit and a purple tie."

"Let the record reflect your honor that the witness identified the defendant."

Open original post on X

3:37:31 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "When did you first meet Matt Farwell?"

"In high school."

"Stoughton High School?"

"Yes."

"Were you the same year?"

"No, we were a year apart."

"At some point did Matthew Farwell join the Stoughton PD?"

"Were you friends with Farwell before he joined the force?"

"No."

Open original post on X

3:38:06 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did you become friends after he became a police officer in Stoughton?"

"Yes."

"What did you do outside of work with him?"

"We went to local restaurants. Bars. We had parties at my house. Not parties. Cookouts."

Open original post on X

3:38:52 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Matthew Farwell is no longer a Stoughton Cop is that correct?"

"Correct."

"In late 2020 and early 2021, were you aware of any injuries he had?"

"He got in a Motorcycle crash on Bay Road."

"What was injured?"

"His legs and back."

Open original post on X

3:39:17 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "At any point in the years that you worked together and socialized, did he tell you he was in a sexual relationship with someone named Sandra Birchmore?"

"No."

Open original post on X

3:40:14 PM ET

"Did you know Sandra Birchmore?"

"Yes, I knew her through the police explorer's program."

"What is the full name of the program?"

"Stoughton Police Department Explorer's Program. It was created by Bob DeVine. It was a community relations kind of thing. We would show kids what we did. Ride-alongs. Those kind of things. Physical fitness as well."

Open original post on X

3:40:42 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "What type of children, in general, were part of the program...how old were they?"

"Middle school aged. 11-15. Also some high school students. A mix of boys and girls."

Open original post on X

3:41:08 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did the program cost money or was it free?"

"I don't know."

"You don't know if the kids paid or their families paid?"

"Oh, no, they didn't have to pay."

Open original post on X

3:41:53 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Were these generally students who were excelling at school?"

"No, not generally. Most came from broken homes. Most did not have a father figure in the home..."

"Objection."

"Overruled."

"...most did not have a father figure in the home."

Open original post on X

3:43:03 PM ET

"How old was Sandra Birchmore when you first met her?"

"11 or 12 I'd say?"

"Did Sandra like the program?"

"Yes, she would talk about it constantly and she would arrive before the program even started. Sandra would be the person who would help me set up the platoon runs. She was a squad leader."

"Did the explorer's program involve tutoring children at the library?"

"No."

"Why?"

"It would be inappropriate. We have a community room in the station. There would be no reason to."

Open original post on X

3:43:51 PM ET

@Estey617 @BoozeyBeauty @MassGovernor We now see another picture of the police explorer's program.

Sandra is in the photo along with Kuhn.

Kuhn says it was some kind of graduation for the class.

Sandra is in the first row, second from the left.

Open original post on X

3:44:32 PM ET

"Was Matthew Farwell involved in the Stoughton Explorer's program?"

"Yes."

"Was he involved prior to being a Stoughton Police Department?"

"Yes, he was part of the program from the onset and it was kind of like they would bring them back to the Police Department as a success story."

Open original post on X

3:45:26 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "To your knowledge, was Matthew Farwell part of the police explorer's program when he was in high school?"

"Yes."

"Were you in that program in high school?"

"No."

"Where did Matt Farwell work before Stoughton?"

"Wellesley Police."

Open original post on X

3:46:12 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did Matt Farwell work with the Police Explorer's program in any town other than Stoughton?"

"No."

"Did you interact with Sandra outside the explorer's program?"

"Yes, I was the school resource officer at Stoughton High School when Sandra was there."

Open original post on X

3:47:46 PM ET

"What interactions did you have with Sandra?"

"I had an office that was open to the entire school. I had a nurse and security guard with me in my office. Sandra used to come once a week."

"What would Sandra talk about?"

"She talked with me about joining the military. I was in the military so she asked about that a lot."

"What was Sandra like?"

"She was incredibly impressionable. She really looked up to police and military people. If they said something, she went with every word they said."

Open original post on X

3:48:06 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "At some point, did you learn that Sandra Birchmore had died?"

"Yes. It was announced at roll call."

Open original post on X

3:48:36 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "At any point during Sandra's life when you knew her, did you know her to engage in self harm or be suicidal?"

"No."

"Did you ever respond to her house for an issue related to self harm or suicide?"

"Never."

Open original post on X

3:49:19 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "In your 21 years of law enforcement, have you encountered unattended deaths?"

"Yes."

"Suicides?"

"Yes."

"Have you ever seen a suicide by seated hanging in 21 years?"

"No."

Open original post on X

3:49:41 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Have you ever referred cases to federal law enforcement?"

"Yes."

Open original post on X

3:49:57 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "What kind of cases?"

"Mostly bank robbery related, at that time."

Open original post on X

3:50:17 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "When did you become a detective?"

"The same day as Matt, in 2017."

"When you say Matt, do you mean the defendant?"

"Yes."

Open original post on X

3:51:03 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did you receive any specialized training before becoming a detective?"

"Homicide investigations course, search warrant tracking courses, breaking and entering courses, interrogation and interview training, sexual assault investigations training."

Open original post on X

3:52:17 PM ET

"What kind of cases did you investigate?"

"Everything from robbery to murder to arson."

"Did you ever investigate alongside or with the Norfolk CPAC/SPDU unit?"

"Yes."

"How many troopers are in that unit?"

"8-12, I'm not so sure."

"In 2021, did you know any of the troopers in the Norfolk DA CPAC unit?"

"Yes."

"More than one."

"John Fanning?"

"Yes."

"Did you know John Fanning before he joined the Stoughton Police?"

"Yes, in high school in Stoughton."

Open original post on X

3:53:03 PM ET

"Did you know Trooper Matt Dunne?"

"Yes, only professionally, we flew to Florida together to arrest a larceny suspect."

"Did you ever work with Trooper Dunne on a murder investigation?"

"Yes."

"Did you do interviews during those investigations?"

"Yes."

"Where did the interviews take place?"

"The police station."

Open original post on X

3:53:21 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did Trooper Dunne take notes during those interviews?"

"Yes."

"Did you do any interviews in any parking lots?"

"No."

Open original post on X

3:53:46 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Were you and the defendant on the same shift?"

"No, I was on the day shift and he was on the 4PM to 12AM shift. My shift was 8AM to 4PM."

Open original post on X

3:54:49 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did you attend ongoing trainings as a detective?"

"Yes."

"Did that include trainings on homicides?"

"Yes."

"Did you attend trainings in Wellesley related to homicides?"

"Yes."

"May I pull up Exhibit 03 (also 297)?"

"Yes."

Open original post on X

3:55:23 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Sir, do you recognize this document?"

"It's the 2019 Massachusetts State Police Homicide conference."

"Did you attend this conference?"

"Yes."

"Did anyone attend with you?"

"Yes, Matthew Farwell."

Open original post on X

3:55:51 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "How do you know Matthew Farwell was there?"

"He sat with me at every event and he went with me to lunch every day. He was form Wellesley so he knew where to eat."

Open original post on X

3:56:17 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "This was October 1, 2nd and 3 of 2019?"

"Yes."

"Is this the agenda for that conference?"

"Yes."

Open original post on X

3:56:39 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Do you remember anything about that conference?"

"Yes, the speaker cold called on someone, and Matt was cold-called. I was in law school at the time."

Open original post on X

3:57:13 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "You have a memory of Farwell answering a specific question?"

"Yes."

"In which session did he answer a question?"

"Objection."

"Counsel, I'll hear you at sidebah."

Sidebah!

Open original post on X

3:59:25 PM ET

@Estey617 @BoozeyBeauty @MassGovernor One of the sessions was hosted by Collen Crawford. She is listed as Norfolk DA.

The exhibit is on the screen.

We are still at sidebah.

It was from 11am to 12pm on October 1, 2019.

Open original post on X

4:00:34 PM ET

"Mr. Farwell answered a question, you said, what was the topic?"

"It was a use of force question."

"Had you heard Farwell talk about that in the past?"

"Yes, he was an instructor in firearms at some level."

"Who ran this October 2019 homicide training?"

"It was the Norfolk DA's unit."

"Did members of the Norfolk CPAC attend that training and run that training?"

"Yes."

"Did you and Matthew Farwell interact with the CPAC investigators at the training?"

"Yes."

Open original post on X

4:00:54 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Did you typically sit with Matthew Farwell for the conference?"

"Yes."

"Did he miss any segments."

"No."

Open original post on X

4:01:43 PM ET

"What does this session say?"

"Perspectives of the Chief Medical Examiner."

"Did Matthew Farwell attend that with you?"

"Yes."

"Counsel, given the time, is this a good place to stop."

"Yes, Your Honor."

"Sir, you can step down."

Jurors step down and are told they are done for the day.

Open original post on X

Post-Testimony Proceedings

4:02:56 PM ET

@Estey617 @BoozeyBeauty @MassGovernor "Everyone can be seated," says Judge.

"Counsel, lineup for tomorrow?"

"Kuhn, then Leslie Davis, then Chief McNamara, then Nicholas Guarino and that's it."

Open original post on X

4:03:33 PM ET

Tomorrow is going to be a big day in the Sandra Birchmore and Matthew Farwell trial.

Donna McNamara (Stoughton Police Chief) and Nicholas Guarino are both going to testify.

Don't miss this. Don't miss it for the world.

Open original post on X

4:07:53 PM ET

"Any other disputed exhibits counsel?"

"Yes, your honor, we have a list that will come up tomorrow."

"Okay, thank you counsel. Anything else from the government?"

"No, your honor."

"Defense, there is a motion from this morning, #352, you think it might come up tomorrow - to preclude Q-6 from Mr. Farwell's phone?"

"Yes, your honor, I believe they intend to introduce it through Chief McNamara."

"No, we're not going to introduce it through Chief McNamara. We'll introduce it through Beckstrom. He's up after Guarino."

"Okay, so, counsel when can I expect the government's response."

"Your honor, I would ask the court deny the motion on it's face...the defendant's knowledge of use of force and how to render someone unconscious is relevant."

"Your honor, I object, we filed this under seal."

"Well counsel, I want to get the government's response...as it's identified here, there's the subject matter but

there is also the second issue as to the form in which the material is on the defendant's phone which sounds somewhat like the "cache" argument that the government was making to me about defense evidence referenced during openings."

"Of course your honor...I'm not sure why this was filed under seal, it's not 404 (b) or 412 evidence, the government intends to discuss the matter in open court to the extent the court feels comfortable doing so."

"That's fine counsel, just file your reply under seal. When should I expect that?"

"Tonight, Your Honor."

"Anything else from the defense?"

"Would the court allow us to provide supplemental case law on FRE 106 as to complete ness and defendant's statement?"

"You can, but I've articulated my view."

Open original post on X

4:08:06 PM ET

@Estey617 @BoozeyBeauty @MassGovernor See you at 8:45AM.

We are done!

Open original post on X

Source & Editorial Notes

- Primary-source basis. The reporting section uses Grant Smith Ellis's own retrieved X posts. Replies by other users, retweets/reposts, and unrelated conversational material are excluded. Grant's own replies are retained when they continue, expand, or correct his courtroom reporting.
- Chronology. Timestamps are shown in Eastern Time. Witness/proceeding headings are editorial navigation based on the retrieved posts and are not presented as Grant-authored headings.
- Retrieval limitation. The available exports recover reporting through 9:19:23 AM and later reporting, but do not provide a continuous Grant-authored record for the intervening morning interval. No secondary-source narrative has been inserted to fill that gap.
- Duplicate handling. Exact duplicate retrieved posts are consolidated once. Grant's wording, spelling, punctuation, and apparent factual/typographical errors are otherwise preserved rather than silently corrected.
- Exhibit treatment. The appendix distinguishes Grant-reported courtroom use from retrospective archival inclusion. Because the first trial days were reconstructed after the fact, available non-sensitive court-released exhibits reasonably associated with the early trial may be included even when the precise day of publication cannot be established. Inclusion does not assert that every retrospectively included exhibit was published to the jury on October 14.
- Sensitivity. Exhibits previously designated sensitive are not embedded or previewed. Exhibit 37 is embedded only in the cropped form released by the court and cleared for this archive; that cropped release should not be read as reproducing any fuller courtroom view. Exhibit 64 is embedded with neutral description and without inferring an identity or evidentiary role not established by Grant's reporting.
- Unavailable exhibits. Where Grant identifies an exhibit but the corresponding file is not in the archive bank, the appendix uses the phrase "Not embedded: Not available time of document creation."

Supplemental court materials: court-released trial materials folder

Exhibit Appendix

Retrospective archival note: This appendix preserves available court-released materials without ranking them by evidentiary importance. For early trial days, retrospective inclusion may intentionally overlap with adjacent-day archives where exact publication timing cannot be established.

Exhibit	Grant-reported use / retrospective relationship	Availability / access
7	Retrospective early-trial exhibit bank; exact October 14 publication not established.	Embedded in full below (43 pages).
9	Grant reports Exhibit 9 during Dunne's continued testimony at 9:11 AM.	Sensitive — external access only. Court materials folder
16	Grant reports Exhibit 16 during Dunne testimony, including later redirect.	Sensitive — external access only. Court materials folder
32	Grant reports Exhibit 32 while discussing medication containers.	Not embedded: Not available time of document creation.
37	Retrospective early-trial exhibit; court-released file is cropped.	Embedded below in court-provided cropped form.
45	Grant reports surveillance video during Dunne redirect.	Not embedded: Not available time of document creation.
46	Grant calls for Exhibit 46 during Dunne cross.	Not embedded: Not available time of document creation.
49	Grant reports the packaged cell phone/device and its admission.	Not embedded: Not available time of document creation.
56	Grant reports the three-page 2017 writing during Dunne cross/redirect.	Embedded in full below (3 pages).
64	Retrospective early-trial exhibit bank; no exhibit-number linkage is asserted from Grant's reporting.	Embedded below; neutral description only.
106	Retrospective early-trial exhibit bank; exact October 14 publication not established.	Embedded below.
256	Discussed pre-jury as admitted but previously not published pending header redaction.	Not embedded: Not available time of document creation.
284	DOJ identifies it pre-jury as an agreed exhibit expected to come in that day.	Not embedded: Not available time of document creation.
297 / 03	Grant reports the 2019 Massachusetts State Police Homicide Conference agenda during Kuhn testimony.	Embedded below as Exhibit 297.
543	Discussed on the disputed-exhibit list before the jury entered.	Not embedded: Not available time of document creation.
544	DOJ describes 543 and 544 as photographs of journal entries.	Not embedded: Not available time of document creation.
550	Referenced in recovered reporting but file not presently in archive bank. Sensitivity undetermined pending acquisition/review.	Not embedded: Not available time of document creation.
551	Referenced in recovered reporting but file not presently in archive bank. Sensitivity undetermined pending acquisition/review.	Not embedded: Not available time of document creation.

Exhibit 7

Court-released Exhibit 7 — retrospective early-trial archive inclusion.

APARTMENT LEASE CONTRACT

Date of Lease Contract: December 1, 2020
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In—General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident(s) *(list all people signing the Lease Contract)*:

Sandra Marie Birchmore

and *us*, the owner: Bos Apt 2, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. [redacted] at [redacted] *(street address)* in Canton (city), Massachusetts 02021 *(zip code)* (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached. Unless otherwise agreed to by both parties in writing, all residents listed shall use the apartment as their primary residence during the term of the Lease.

2. **OCCUPANTS.** The apartment will be occupied only by you and *(list all other occupants who are under 18 and not required to sign the Lease)*:

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 1st day of December, 2020, and ends at 11:59 p.m. the 30th day of November, 2021.

Renewal. Unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of the initial term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of the initial term, this Lease Contract will automatically renew on *(check one)*:

☒ a month-to-month basis ("Extended Term"), terminable upon thirty (30) days written notice as required by paragraph 38 (Move-Out Notice). The monthly rental rate for any Extended Term will be the market rate (at the time of the applicable extension) for a comparable apartment in the development plus a month-to-month premium of 750.00

☐ successive terms of 0 months ("Extended Term"), unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of any successive term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of any successive term. The monthly rental rate for the Extended Term will be the market rate (at the time of the applicable extension) for a comparable apartment in the development plus a month-to-month premium of 0.00

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ 1000.00, due on or before the date this Lease Contract is signed. If we request the last month's rent from you along with the security deposit, we will comply with the requirements of G.L. c. 186 § 15B (2). See paragraphs 43 (Security Deposit, Deductions and Other Charges) and 44 (Deposit Return, Surrender and Abandonment) for security deposit return information.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), ____ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

☒ *(check if applicable)* Each person who is 18 years of age or older AND listed as a resident on the lease will be given a FOB for access to the building and amenities, at no cost to use during his or her tenancy. If the FOB is lost, stolen or damaged a fee will be charged for a replacement. If the FOB is not returned or is returned damaged when you move out, there may be a deduction from the security deposit or damage charge for the replacement and/or repair of same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay $ 1561.00 per month for rent, payable in advance and without demand:

☒ at the on-site manager's office, or
☒ at our online payment site, or
☒ at RENT DROP BOX BLDG 1

Prorated rent of $ 1561.00 is due for the remainder of the partial month of the Lease Term upon execution of this Apartment Lease Contract. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, you hereby authorize us to convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before thirty (30) days after the first (1st) day of the month, you'll pay a late charge. Your late charge will be *(check one)* ☒ a flat rate of $ 156.10 or ☐ _____ % of your current monthly rent as stated in paragraph 6 of this Lease Contract. You'll also pay a charge of $ 50.00 for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. Notwithstanding any memo or reference on payments remitted by you, we may, but are not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

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

☐ gas ☐ electricity ☐ master antenna ☒ trash
☐ cable TV ☐ heat ☐ water
☐ other N/A

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities and are responsible for transferring those utilities into your name upon your possession. However, we will pay for all utilities we are required to pay for under Massachusetts law, unless this Lease Contract provides otherwise. You must not allow utilities to be disconnected for any reason—including

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disconnection for not paying your , —until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. You must not misuse, or otherwise excessively use (as determined in our discretion), any electrical outlets or other utilities provided by us in the common areas. If your electricity is ever interrupted, you must use only battery-powered lighting. If water/sewer utilities are sub-metered for the apartment, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

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

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

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

Additionally, you are *(check one)* ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. If you are required to purchase personal liability insurance you must provide evidence of coverage at lease inception, and must confirm an active policy upon request by owner at any time during the term of the Lease. SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO $750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

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

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

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

Special Provisions and "What If" Clauses

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

See special provisions on the last page

See any additional special provisions.

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

12. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 15 (Community Policies or Rules).

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

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

(1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

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

While You're Living in the Apartment

15. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

16. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances or any trash addendums, if applicable. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not, anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment

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or in the apartment community is ibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and we assent in writing to the proposed business operation. This Lease is for residential purposes only. You acknowledge that those signing the Lease will use it as their primary residence, unless otherwise agreed to by contemporaneous writing signed by both parties. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you. Any such activity or designation shall be deemed a material violation of this agreement.

17. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; engaging in any criminal activity at or near the development regardless of whether an arrest or conviction occurs as a result of said conduct; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others or violating any Federal, state, or local law, or ordinance.

18. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed as allowed by state statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate or no current registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster; or
(13) is not moved from any area in the development, authorized or unauthorized, following written notice by management that said vehicle must be moved for snow removal and/or other requisite purpose in our sole discretion; or
(14) belongs to a resident and is parked in a visitor or retail parking space.

19. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, Federal or Massachusetts law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

20. MILITARY PERSONNEL CLAU. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

21. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of stoves, appliances, sinks, toilets, smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, we'll test them and provide working batteries when you first take possession. You must immediately report smoke detector and/or carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and/or carbon monoxide detectors. If you damage or disable the smoke detector and/or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for actual damages and attorney's fees. If you disable or damage the smoke detector and/or carbon monoxide detector, or fail to report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water, unless due to Ownership's own neglect, misconduct, fault or omission.

Casualty Loss. We're not liable to any resident, guest, or occupant for damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless due to our omission, fault, negligence or misconduct. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze, bursts, or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

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

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

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of

wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

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

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

If fire or catastrophic damage totally destroys the apartment, or repair is beyond reason we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

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

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

25. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times and not with less than 24 hours notice for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times and not with less than 24 hours notice by duplicate or master key (or by breaking a window or other means when necessary) if:

(1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and

(2) entry is for: inspecting the apartment, making repairs or showing apartment to prospective residents (after move-out or vacate notice has been given), purchasers or mortgage lenders (or their agents), or verifying compliance with this Lease Contract.

26. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including rule notices) to any resident of your apartment constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of termination of your tenancy, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident hereby appoints all other residents of your apartment as an agent authorized to receive notices and service of process. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

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

Responsibilities of Owner and Resident

28. RESPONSIBILITIES OF OWNER. Subject to 105 CMR 410.00, the State Sanitary Code, we'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 22 (Condition of the Premises and Alterations);

(2) maintain building fixtures, furniture, hot water, heating and A/C equipment;

(3) comply with applicable federal, state, and local law regarding safety, sanitation, and fair housing; and

(4) make all legally required repairs, notwithstanding to your obligation to pay for damages for which you are liable.

29. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined by Massachusetts law; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 17 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

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

Eviction. *If you default, we may end your right of occupancy by giving you a 14 day written notice to vacate in the event that the default is due to your non-payment of rent, or a 7 day written notice to vacate in the event that the default is due to any other provision of this Lease.* Notice may be by: (1) regular mail; (2) personal delivery to any resident; (3) personal delivery at the apartment to any occupant over 16 years old; (4) sliding the notice under the main entry door and into the apartment; or (5) by any other service available under Massachusetts law. Termination of your possession rights or

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

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

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

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

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

General Clauses

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

31. NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

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

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

34. ATTORNEY FEES. In the event that you commence any litigation against us, and you fail to obtain judgment in your favor, you agree to reimburse us for any and all attorney fees and costs that we incur in relation to the defense of such action.

35. MISCELLANEOUS.

A. Exercising one remedy won't constitute an election or waiver of other remedies.
B. All remedies are cumulative.
C. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
D. This Lease Contract binds subsequent owners.
E. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
G. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
H. All Lease Contract obligations must be performed in the county where the apartment is located.
I. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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

37. PAYMENTS. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than the sub-metered water and sewer charges (if applicable) and monthly rent, as defined in paragraph 6 (Rent and Charges) of this Lease Agreement, are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We reserve the right to accept any amount less than the balance due at any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue the outstanding balance.

When Moving Out

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

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

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

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

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

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

44. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions to the extent required by statute no later than 30 days after surrender, vacating, or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Severability, Originals and Attachments, and Signatures

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

46. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Apartment Condition Statement is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

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

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

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

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

12/01/2020

A copy of this fully executed Apartment Lease Contract, and all addenda, was provided to the Resident on 12/01/2020 *(date).*

Name and address of locator service *(if applicable)*

N/A

In no event shall any of the provisions of this Lease indemnify, release, or otherwise excuse us from liability arising out of any mistake, fault, negligence or other misconduct of the landlord.

Resident or Residents *(all sign below)*

Sandra Birchmore

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

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

Address and phone number of owner's representative for notice purposes:

[redacted]
CANTON, MA 02021
[redacted]

SPECIAL PROVISIONS *(CONTINUED FROM PAGE 2)* 1) Market Rent: $1561.00 due on the first day of each month. 2) Recommendation Date: 11/13/2020. The lease includes the following addenda: Additional Special Provisions, MA Rent and Security Deposit Receipt, Bed Bug Addendum, Animal Addendum, Assistance Animal Addendum, Affordable Housing Addendum, Water/Sewer Usage Addendum, Charges Which Are Considered Additional Rent. 3) Notwithstanding any provision of the Lease to the contrary, in the event the lease expires and a tenancy at will is created, no such tenancy at will may be permitted to continue for a period exceeding an additional four (4) months. At the conclusion of such term, Tenant shall either be required to execute a Lease for a new term or vacate.

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ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. [redacted] [redacted] *(street address)* in Canton *(city)*, Massachusetts, 02021 *(zip code)*.

LEASE CONTRACT DESCRIPTION. Lease Contract date: December 1, 2020

Owner's Name: Hos Apt 2, LLC

Residents *(list all residents)*: Sandra Marie Birchmore

NOISE AND DISTURBANCE: All residents are expected to be considerate of the rights of their neighbors in the use of stereos, televisions, musical instruments, and in other uses of their apartment in accordance with the terms of the lease. Excessive Noise and Odors: Reports of excessive noise from neighbors are one of the most frequent complaints encountered in apartment management and requires reasonableness and patience by all parties concerned. No person shall make or permit any improper or excessive amount of noise, disturbance, or odor of any kind within the apartment or community. Residents shall be considerate at all times of upstairs, downstairs, and adjacent neighbors, as excessive and unreasonable noise, sound, and odors will most likely affect the persons living immediately above, below or next to a resident's apartment. Residents who violate this rule, in management's sole discretion, can have their lease or right of possession immediately terminated. No musical instrument of any kind shall be played in the apartment without the express permission of management, including, but not limited to, pianos, electric pianos, electric guitars, or drums. Television sets and stereo systems must e kept at a reasonable volume level at all times. Residents and their guests are expected to reduce noise levels after 9:00 p.m. until 8:00 a.m. so that neighbors are not disturbed. At no time are televisions and stereos to be so loud as to become a nuisance. Complaints about excessive noise, disturbances, or odors should be reported promptly in writing to the management office.

Resident(s) *(All residents must sign)*	Date of Signing Addendum
Sandra Birchmore	12/1/20
Owner or Owner's Representative	**Date of Signing Addendum**
K. Sellecky	12/1/20

Massachusetts/National Apartment Association Official Form, November 2018
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MASSACHUSETTS
RENT AND SECURITY DEPOSIT RECEIPT

To: Sandra Marie Birchmore

(Names of all residents)

RE: [redacted]
(Street address and dwelling unit number, if applicable)

Canton, MA 02021
(City, State, Zip)

We hereby acknowledge receipt of your Payment in the total amount of $ 2561.00 to be applied as follows:

1.	First Month's Rent	$ 1561.00
2.	Last Month's Rent	$
3.	Security Deposit	$ 1000.00
4.	Installation of Locks and Keys	$ 0.00

SECURITY DEPOSIT

1. The Lessor acknowledged receipt from the Lessee of $ 1000.00 (an amount not to exceed first month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

2. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

   (a) Any unpaid rent or water and sewer charges which have not been validly withheld or deducted pursuant to the provisions of any special or general law; and

   (b) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

   (c) A reasonable amount necessary to repay any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

3. The Lessor must provide Lessee with a written statement of the condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.

4. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance, thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

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

   Account Number [redacted] at BANK OF AMERICA *(Bank Name)*
   located at 710 Washington Street
   (Street Address) CANTON *(City)*, Massachusetts, 02121 *(Zip)*.
   If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

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

LAST MONTH'S RENT

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

Date Received: 12/16/20 Received By: Sandra Birchmore

OWNER: Bos Apt 2, LLC

SIGNATURE: K. Seaboldt
Management Company

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ANIMAL ADDENDUM

Becomes part of Lease Contract

Date: December 1, 2020
(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

1. DWELLING UNIT DESCRIPTION.
Unit No. [redacted] [redacted]
[redacted] *(street address)* in
Canton
(city), Massachusetts, 02021 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

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

3. A. ☒ NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. ☐ CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you or your animal, your guests, or any occupant violate any of the rules in this Addendum. You understand that we may limit the size and breed of dog(s) at our community, in our sole discretion. Without limiting the foregoing, dogs must be no larger than _____ inches at the shoulder and _____ pounds in weight at full growth. If your dog exceeds these requirements we reserve our right to terminate this authorization. A photograph of the pet as well as all inoculation records must be provided to management prior to any authorization taking effect. Restricted breeds may be changed from time to time and no dog of any restricted breed or mix of said breed are allowed. Breed type of a mixed breed dog is at times difficult to identify, therefore; it is within management's sole discretion as to whether an animal is a member of a restricted breed.

4. ADDITIONAL ANIMAL RENT. Your total monthly rent (as stated in the Lease Contract) has been increased by $ 0.00 by your request to maintain an animal in the unit. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract includes this additional rent. This amount is not a deposit and is in consideration of our allowing the option to maintain an animal.

5. LIABILITY NOT LIMITED. Any additional animal rent in the Lease Contract does not limit residents' liability for property damages, cleaning, deodorization, de-fleaing, replacements, or personal injuries.

6. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you, any your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community for any length of time, other than service animals.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

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

The following breeds are considered aggressive and are NOT allowed on-site: Rottweilers, Dobermans, Pitbulls, or any mix of the aggressive breeds mentioned.

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8. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, consistent with Massachusetts Law, to take the animal to the following veterinarian for treatment, at your expense. Without limiting the foregoing, it shall be deemed an emergency if your dog is left in the dwelling unsupervised for greater than 24 hours, or 72 hours for a cat, and we will thus be authorized to enter the dwelling pursuant to this paragraph.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

9. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: LITTER BOX ONLY- NO PADS
- Outside, the animal may urinate or defecate *only* in these designated areas: DESIGNATED AREAS ONLY
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

10. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals. These rules can be in the form of separate animal rules or included in our community policies.

11. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.

12. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

13. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, deflealing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

14. MOVE-OUT. When you move out, you'll pay for deflealing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

15. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

16. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 7 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 9 of this Animal Addendum. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

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

Resident or Residents
(All residents must sign)

Sandra Birchmore

Owner or Owner's Representative
(Signs below)

K. Caldwell

Massachusetts/ National Apartment Association Official Form, February 2020
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UTILITY ADDENDUM FOR WATER, SEWER, GAS, TRASH AND ELECTRIC SERVICE

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated December 2, 2020 between Bos Apt 2, LLC ("We") and Sandra Marie Birchmore ("You") of Unit No. [redacted] located at [redacted] (*street address*) in Canton, MA 02021 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities will be as indicated below.
   a) **Water** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   b) **Sewer** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by you, through an approved sub-meter, to us; or
      ☐ paid by us.
   c) **Gas** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
   d) **Trash** service to your dwelling will be either (Landlord is responsible for units of 3 or more):
      ☐ paid by you; or
      ☒ paid by us.
   e) **Electric** service to your dwelling will be either:
      ☒ paid by you; or
      ☐ paid by us.
2. You are responsible for transferring those utilities marked to be paid by you (above), into your name upon possession of the Unit. The failure to transfer any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction.
3. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and you shall be subject to eviction proceedings based on a breach of this Lease, which may include a claim for waste damages.
4. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence, fault, misconduct or omissions by us or our employees. You release us from any and all such claims by a utility company or third party supplier and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations not caused by us.
5. You agree not to tamper with, adjust, or disconnect any utility metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility Addendum.
6. All charges for sub-metered water and sewer service shall be considered part of your rent for purposes under MGL Chapters 186 and 239.
7. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

Water service to your apartment is sub-metered and you are responsible for payment to Minol. Please see water/sewer addendum affixed to this lease.

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Resident Signature	Sandra Inchmore	Date	12/11/2020
Resident Signature		Date	
Resident Signature		Date	
Resident Signature		Date	
Resident Signature		Date	
Resident Signature		Date	
Management	K. Doherty	Date	12/11/20

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BED BUG ADDENDUM

Date: December 1, 2020
(when this Addendum is filled out)

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

1. DWELLING UNIT DESCRIPTION.
Unit, No. [redacted] [redacted]
[redacted] (street address) in
Canton
(city), Massachusetts, 02021 (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents (list all residents):
Sandra Marie Birchmore

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

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

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

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

OR

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

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

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

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

6. NOTIFICATION. You must promptly notify us:

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

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

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

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

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

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

Resident or Residents
(All residents must sign)
Sandra Bracmore

Owner or Owner's Representative
(Signs below)
K. Lafferty

Date of Signing Addendum
12/1/20

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

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BE. .UGS — A Guide for Rental Housing Residents

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

Bed bugs don't discriminate

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

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

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

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

Bed bugs don't transmit disease

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

Identifying bed bugs

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

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

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

Preventing bed bug encounters when traveling

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

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

Bed bug do's and don'ts

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

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MOLD INFORMATION AND PREVENTION ADDENDUM

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

1. DWELLING UNIT DESCRIPTION.
Unit No. [redacted] [redacted] [redacted] *(street address)* in Canton *(city)*, Massachusetts, 02021 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

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

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

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

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

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

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

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

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

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

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

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

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

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

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

N/A

Resident or Residents
(All residents must sign here)

Sandra Bierhmore

Owner or Owner's Representative
(Signs here)

K. Lodwick

Date of Lease Contract

December 1, 2020

Massachusetts/National Apartment Association Official Form, November 2018
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LEASE CONTRACT ADDENDUM FOR UNITS PARTICIPATING IN GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS

NAA

1. DWELLING UNIT DESCRIPTION.
Unit, No. [redacted], [redacted]
[redacted] *(street address)* in
Canton
(city), Massachusetts, 02021 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all Residents)*:
Sandra Marie Birchmore

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

3. PARTICIPATION IN GOVERNMENT PROGRAM. We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

4. ACCURATE INFORMATION IN APPLICATION. By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

5. FUTURE REQUEST FOR INFORMATION. By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION. If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

7. NO LIEN FOR UNPAID SUMS. We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the dwelling after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.

8. HOUSEHOLD STATUS. By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the household status of any residents (including replacement residents) occupying the unit, including but not limited to: a) household members; b) household income and/or assets; c) full time student status; d) need for live-in-care attendants; and/or e) receipt of federal and/or state subsidized rental assistance.

9. VIOLATION OF THIS ADDENDUM. Any violation of the provisions of this addendum shall be considered a substantial and material breach of the lease and will subject you to termination of tenancy.

10. CONFLICT WITH GOVERNING LAW. To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

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

Resident(s)	Date of Signing Addendum
Sandra Birchmore	12/1/20
Owner's Representative	**Date of Signing Addendum**
K- [illegible]	12/1/20

Massachusetts/National Apartment Association Official Form, November 2018
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LEASE CONTRACT BUY-OUT AGREEMENT

1. **DWELLING UNIT DESCRIPTION.**
Unit No. [redacted] [redacted]
[redacted] (street address) in
Canton
(city), Massachusetts, 02021 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents (list all residents):
Sandra Marie Birchmore

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

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*
   (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which *(check one)* ☐ must be the last day of a month or ☒ may be during a month;
   (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
   (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
   (d) you are not in default under the Lease Contract on the new termination date (move-out date);
   (e) you move out on or before the new termination date and do not hold over;
   (f) you pay us a buy-out fee (consideration) of $1561.00 ;
   (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
   (h) you comply with any special provisions in paragraph 9 below.

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 30 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is $ 0.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

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

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

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

9. **SPECIAL PROVISIONS.** Your right of buy-out *(check one)* ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if you comply with Paragraph 4 herein **AND** you comply with all of the below additional provisions. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

If the leaseholder(s) does not fulfill the lease term noted on page 1 on the lease contract, the leaseholder(s) will be responsible for a buy-out fee equal to one month's market rent and repayment of any or all concessions received through the termination date.

Resident or Residents
(All residents must sign)
Sandra Birchmore

Owner or Owner's Representative
(signs below)
K- Holleefly

Date of Lease Contract
December 1, 2020

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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

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

Property Owner: Bos Apt 2, LLC

Resident(s): Sandra Marie Birchmore

Unit No/Address: [redacted] Canton, MA 02021

Lease Date: 12/01/2020

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

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

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

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

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

In Case of Emergency Dial 911

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

Card # issued: (1) See Card (3) N/A (5) N/A
(2) N/A (4) N/A (6) N/A

IV. PACKAGE RELEASE. This C...munity ☒ **DOES** ☐ **DOES NOT** accept packages on behalf of Residents.
For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☐ **DOES** ☒ **DOES NOT** have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to ___0___ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only ___1___ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, parked in violation of posted rules or parking signs or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a ___24___ hour notice is placed on the vehicle pursuant to Mass General Laws.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, pursuant to Mass General Laws, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated areas.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- Resident agrees to comply with Owner's requests regarding moving their vehicle due to snow removal and/or any other necessary purpose in the Owner's sole discretion.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations, and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices if prior written approval is granted by Management, will be used only on the ground level and will be placed a minimum of ___20___ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Resident(s) shall immediately report to Management, in writing, any problems related to rodents, skunks, cockroaches and/or insect infestation in the premises or the common areas. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment, or otherwise fail to allow Owner access to inspection and/or conduct necessary extermination, it shall be considered a material breach of their lease agreement and Owner shall be entitled to take all legal steps to gain access and/or terminate the tenancy. All parties acknowledge that the failure to properly prepare the dwelling shall be considered irreparable injury. If Residents request extermination treatments in addition to those regularly provided by Owner, those requests must be in writing, and Owner shall evaluate and grant such requests in their sole discretion. **Residents agree to perform the tasks required by Owner and/or Owner's exterminator on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

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

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

IX. **DRAPES AND SHADES.** Drap... or shades installed by Resident, when allowed, must be line...n white and present a uniform exterior appearance.

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

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

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

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

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

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

NO SMOKING ON POOL DECK. *Residents, guests of residents and family members of residents found in the pool area outside of pool hours and violating any pool rule will be subject to the following: 1) $250 charge to be booked to residents account ledger 2) Pool privileges will be revoked for the remainder of the residents lease term 3) Police action.

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

Sandra Bachmann 12/01/2020
Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

K. Caldwell
Owner Representative

12/1/20
Date

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

1. DWELLING UNIT DESCRIPTION.
Unit No. [redacted] [redacted]
[redacted] *(street address)* in
Canton
(city), Massachusetts, 02021 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: December 1, 2020
Owner's name: Box Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

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

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

☐ **Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a $ 0.00 non-refundable fee.

☐ **Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a $ 0.00 non-refundable fee.

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

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

☐ If a remote control is lost, stolen or damaged, a $ 0.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there may be a deduction from the security deposit for the replacement and/or repair of the same.

☒ If a card is lost, stolen or damaged, a $ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a $ 50.00 deduction from the security deposit.

☐ We may change the code(s) at any time and notify you accordingly.

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

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

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

8. RULES IN USING VEHICLE GATES.

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

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9. **SPECIAL PROVISIONS.** The fo.. ..ing special provisions control over conflicting provisions of this printed form:

FOB ACCESS CARDS MAY ONLY BE USED BY REGISTERED LEASEHOLDERS AND 1 GUEST. REPLACEMENT CARDS LOST DURING RESIDENCY OR AT MOVE OUT WILL COST $50 FOR REPLACEMENT.

Resident or Residents
(All residents must sign here)
Sandra Bruemore

Owner or Owner's Representative
(Sign here)
K. Stallcup

Date of Lease Contract
December 1, 2020

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ATTACH TO YOUR LEASE

APARTMENT CONDITION STATEMENT

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen (15) days after you receive this list or within fifteen (15) days after you move in, whichever is later. If you do not return this list within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

TO: Bos Apt 2, LLC
Lessor

1 Windsor Woods Lane
Address

Canton
City

02021
Zip

RE: [redacted]
Unit

RE: [redacted]
Address

RE: Canton
City

02021
Zip

We have examined the premises and have found the present condition to be as follows:

Date: 12/1/20 Lessor/Agent Signature: K. Pelletier

Bos Apt 2, LLC
Lessor

[redacted]
Address

Canton
City

02021
Zip

[redacted]
Phone

Agent

Windsor Woods at Canton
Address

City

Zip

Phone

AGREED AND ASSENTED TO: Sandra Birchmove
Lessee Date: 12/1/20

AGREED AND ASSENTED TO: _____
Lessee Date: _____

AGREED AND ASSENTED TO: _____
Lessee Date: _____

AGREED AND ASSENTED TO: _____
Lessee Date: _____

AGREED AND ASSENTED TO: _____
Lessee Date: _____

AGREED AND ASSENTED TO: _____
Lessee Date: _____

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WATER/SEWER USAGE ADDENDUM

This Water/Sewer Usage Addendum is dated and effective as December 1, 2020 (date of the Lease) to which this addendum is attached and made a part thereof (the "Lease") and is made by and between Sandra Marie Birchmore

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

1. Resident has been advised that a water sub-meter has been installed to measure the water usage in the apartment. Attached to this Addendum is a copy of the certificate filed by Landlord pursuant to the Act with the local health board or other department charged with enforcement of the State Sanitary Code. (If e-signature is used to sign these documents, the certificate will be emailed or provided prior to occupancy).

2. Landlord shall be obligated to maintain the sub-meter system in good working order in accordance with the provisions of the State Sanitary Code. Tenant shall pay to Landlord, as additional rent, charges for water usage and sewer allocable to the Premises in accordance with the following provisions:

   a. In addition to the rent and other amounts due pursuant to the provisions of the Lease, you agree to pay, and shall be charged, for all water/sewer usage within your dwelling unit. These amounts charged are considered rent for all purposes. We will provide you with a bill for water/sewer usage which will include the current and immediately preceding sub-meter reading and the date of such reading, the amount of water consumed since the last reading, the charge per unit of water, the total charge, and the payment due date.

   b. To determine the calculated cost per unit of water to assess the charge, we will divide the total amount of any bill provided by the water company for water/sewer usage, which will include any customer service fee and taxes, for all water provided to the main water meter of which the sub-meter is a party, by the total amount of water consumed for the entire premises served by that main water meter. This will establish the monthly water rate. You will then be charged for the total number of units, measured by your sub-meter, times the monthly water rate.

   c. We send bills on a (check one):
      ☒ Monthly basis, therefore payments are due within 15 days after mailing; or
      ☐ Intervals greater than one month, therefore payments are due 30 days after mailing.

      If Tenant fails to make payments when due, such non-payment shall be deemed a material breach of the Lease. Such breach may be cured by payment in full prior to any court hearing with respect to such breach. Bills may be issued on Landlord's behalf by an outside sub-metering service manager. The billing entity from which Tenant shall receive monthly Utility bills and as designated by Landlord is:
      MINOL USA, PO Box 650320 Dallas, TX 75265-0320, [redacted]

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

   d. If your Lease starts after the beginning but before the end of the water company billing period, Landlord shall mail to Tenant on the first day of such term the sub-meter reading for the Premises as of the Lease commencement day.

   e. If the Lease terminates in the middle of the water company's billing period, Landlord shall give the Tenant on the last day of actual tenancy a final sub-meter reading for the Premises as of that day, together with a final bill, calculated by reference to the last bill issued to Landlord. If Landlord is unable to give a final sub-meter reading and bill to Tenant on the last day of the tenancy, Landlord shall do so by mail no later than the day thereafter. Notwithstanding paragraph 3(c) above, this amount shall be immediately due and payable or may be deducted from any security deposit. However, if it is later determined that based on actual cost received at the close of the water company's billing period that tenant's charge is less than what was used as a reference by Landlord to calculate the final bill, Landlord shall recalculate the amount due and mail Tenant a revised bill, together with a rebate for any overpayment.

3. Tenant acknowledges that Landlord cannot guarantee the level of charges for water and sewer utility service, which will vary over time depending on Tenant usage characteristics, changes in the rates imposed by the utility provider that provides service to Landlord and other factors. Any checks tendered for payment and dishonored due to insufficient funds shall be subject to the same penalty and fees as under the Lease.

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

Resident Signature Sandra Birchmore Date 12/1/20
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Resident Signature _____ Date _____
Management [signature] Date 12/1/20

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LEASE RENEWAL/EXTENSION
NON-WAIVER OF RIGHTS ADDENDUM

This Lease Renewal/Extension Non-Waiver of Rights Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated December 1, 2020 between Bos Apt 2, LLC

("We/Us") and Sandra Marie Birchmore

("You") for apartment number [redacted] ("Premises") located at [redacted], Canton, MA 02021 ("Property"), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

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

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

a) Consistently late rent payment history;

b) Disturbances caused and/or created by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal;

c) Damage caused to the Premises and/or the common areas of the development by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal;

d) Criminal conduct at or near the development by you, your household member(s), guest(s), pet(s), and/or invitee(s), whether known or unknown at the time of extension/renewal; and

e) Your failure to pay utility charges and/or any other amount(s) due under any prior Lease.

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

Resident Signature:	Sandra Birchmore	Date:	12/1/20
Resident Signature:		Date:	
Resident Signature:		Date:	
Resident Signature:		Date:	
Resident Signature:		Date:	
Resident Signature:		Date:	
Management:	K. Lollerty	Date:	12/1/20

Massachusetts/National Apartment Association Official Form, November 2018
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SUPPORT OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM

Date: December 1, 2020
(when this Amendment is filled out)

1. **DWELLING UNIT DESCRIPTION.**
Unit No. [redacted] [redacted]
[redacted] (street address) in
Canton
(city), Massachusetts, 02021 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit or animal/pet rent for your support or service animal. You will, however, be liable for any damages that this animal may cause and are required to sign the Animal Addendum binding you to paragraphs eight (8) through fifteen (15) of that document regarding the animal's conduct at the premises.

3. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
N/A

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

Resident or Residents
(All residents must sign)
Sandra Birchmove

Owner or Owner's Representative
(Signs below)
K. Tolosty

Date of Signing Addendum
12.1.20

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CRIME/DRUG FREE HOUSING ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. [redacted], [redacted]
[redacted] *(street address)* in
Canton
(city), Massachusetts, 02021 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

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

4. **CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:
   A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
      1. Engaging in any act intended to facilitate any type of criminal activity.
      2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
      3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Massachusetts and/or the Federal Controlled Substances Act.
      4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. [So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.]
      5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
      6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
      7. Engaging in any activity that constitutes waste, nuisance, or unlawful use.
   B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

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

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

Resident or Residents *(sign here)*
Sandra Birchmore

Date of Signing Addendum
12/1/20

Owner or Owner's Representative *(sign here)*
K. Sollecito

Date of Signing Addendum
12/1/20

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ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

NAA

1. **DWELLING UNIT DESCRIPTION.**
Unit No. [redacted], [redacted]
[redacted] *(street address)* in
Canton
(city), Massachusetts, 02021 *(zip code)*.

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

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

3. **SHORT TERM SUBLEASE OR RENTING PROHIBITED.** Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites. In addition, under no circumstances may any portion of the leased premises be used by a boarder, lodger, or roommate without the prior written consent of the Lessor.

4. **PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.** You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a material violation of this Addendum and a breach of your Lease Contract.

5. **VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. **REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. **RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

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

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

Resident or Residents
(All residents must sign)
Sandra Birchmore

Owner or Owner's Representative
(Signs below)
K. [illegible]

Date of Signing Addendum
12/1/20

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PACKAGE ACCEPTANCE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. [redacted] [redacted]
[redacted] (street address) in
Canton
(city), Massachusetts, 02021 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents (list all residents):
Sandra Marie Birchmore

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

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

4. **PACKAGE ACCEPTANCE.**
A. **Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.
B. **Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. **TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 14 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

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

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

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

Resident or Residents
(All residents must sign)
Sandra Birchmore

Owner or Owner's Representative
(Signs below)
K. Falcetta

Date of Signing Addendum
12/1/20

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PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM

1. **DWELLING UNIT DESCRIPTION.**
Unit No. [redacted] [redacted]
[redacted] (street address) in
Canton
(city), Massachusetts, 02021 (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: December 1, 2020
Owner's name: Bos Apt 2, LLC

Residents *(list all residents)*:
Sandra Marie Birchmore

Occupants *(list all occupants)*:

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

3. **PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will herinafter be collectively referred to as "media."

4. **PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. **CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

6. **RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

7. **REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statements, and/or the name, picture, video, voice, written comments, or statements of any minor occupants, by written notice to us.

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

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Resident or Res... nts
(All residents must sign)
Sandra Birchmore

Owner or Owner Representative
(Signs below)
K- Dalee

Date of Signing Addendum
1/21/20

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FITNESS CENTER CONSENT AND RELEASE
(Addendum to Apartment Lease Contract)

This Fitness Center Consent and Release is hereby made a part of the Apartment Lease Contract ("Lease"), entered into on 12/01/2020, by and between Bos Apt 2, LLC ("Owner") and Sandra Marie Birchmore ("Resident") who leases an apartment located at 3 Windsor Woods Lane ("Community") with the same force and effect as though set forth in the Lease. Resident acknowledges that Regina Maliff ("Property Manager") is not the Owner of the property and is acting on behalf of the Owner solely as the property manager.

The fitness center is offered as an amenity to all residents living within the Community ("Fitness Center"). Resident hereby expressly consents to his/her use of the Fitness Center and acknowledges that such use and participation will necessarily involve participation in exercises that may be physically demanding and may subject Resident to stress, anxiety and possible hazards.

Resident understands that activities associated with use of the Fitness Center involve inherent risks of injury. Resident voluntarily agrees to expressly assume all such risks which may result from the Fitness Center activities, including, but not limited to, Resident's use of equipment, machinery or materials. Resident further understands that neither the Owner nor the Property Manager will provide any instruction or direction regarding the use of the equipment, machinery or materials and Resident will not use such with which he/she is not familiar and does not know how to operate.

IN CONSIDERATION OF RESIDENT'S RIGHT TO USE THE FITNESS CENTER, RESIDENT HEREBY RELEASES OWNER, PROPERTY MANAGER, AND THEIR EMPLOYEES, STAFF AND AGENTS FROM ANY LEGAL LIABILITY FOR INJURY OR DEATH CAUSED BY OR RESULTING FROM RESIDENT'S USE OF THE FITNESS CENTER, EQUIPMENT, MACHINERY AND MATERIALS LOCATED THEREIN, REGARDLESS OF WHETHER SUCH INJURY OR DEATH WAS CAUSED BY OR RESULTED FROM ANY ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT ON THE PART OF THE OWNER OR THE PROPERTY MANAGER.

Resident understands that the Owner and the Property Manager are relying on this Consent and Release in permitting Resident to use the Fitness Center and the equipment, machinery and materials located therein and that this Consent and Release shall remain in full force and effect until such time as Resident is no longer permitted to utilize the Fitness Center.

This Consent and Release shall be binding on Resident, his/her heirs, administrators, executors, successors and assigns. Except as provided herein, the provisions of the Lease shall remain unaffected.

Resident Signature: Sandra Birchmore

Printed Resident Name: Sandra Marie Birchmore

Date: 12/1/20

Resident Signature: _____

Printed Resident Name: _____

Date: _____

Resident Signature: _____

Printed Resident Name: _____

Date: _____

Resident Signature: _____

Printed Resident Name: _____

Date: _____

Page 1

Canton Woods

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

Resident(s): Sandra Marie Birchmore
Lease Address: [redacted]
Lease Start Date: 12/01/2020 Lease End Date: 11/30/2021

SECURITY POLICY. Owner does not promise, warrant, or guarantee the safety or security of residents or their personal property against the criminal actions of other residents or third parties. (For purposes of this security policy, "owner" includes owner, owner's officers and employees, and owner's property management company, on-site managers, and other owner representatives, and "resident" refers to the resident(s) and their families, occupants, guests and invitees of the Unit). Owner is not acting as insurer of resident. Resident understands and agrees that owner is limited in its ability to protect resident from crime, accident and natural catastrophe, and that resident is better able to evaluate individual risk and loss than owner and to obtain insurance to protect against such events. Each resident has the responsibility to protect him or herself and to maintain insurance to protect his or her belongings and person. Owner strongly recommends that Residents contact an insurance agent to arrange appropriate insurance.

It is a fact that no security system, patrol, or electronic security device can provide protection against crime at every location at every moment of the day and night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personal absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents and occupants should not rely on such systems and should always proceed on the assumption that no security systems exist. Residents should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit. Resident understands that crimes against persons are prevalent, especially in apartment communities.

If security systems, security devices, or walk-through/drive-through services are utilized at this apartment community, no representation is made that they will prevent injury, theft or vandalism. Companies or individuals walking or driving the complex on behalf of the Owner are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Resident understands and agrees that owner has no obligation or liability for the acts or omissions, whether negligent, intentional or otherwise of any agent or employee of any such independent contractor. Resident acknowledges that Owner is under no duty to inspect, test or repair any security device unless and until Owner has received written notice from Resident, except when the Lease Term begins and in the case of a smoke detector, when a new detector is installed by Owner. Owner does not warrant that any security systems, security devices, services, or persons at this apartment community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime, and owner has assumed no responsibility or duty with respect to the security or Resident through the retention of any such independent contractors or the provision of any such security systems, security devices, or services. Owner reserves the right to reduce, modify or eliminate any such independent contractors, security system, security devices, or services (other than those required by law) at any time, without notice to residents; and such action shall not be a breach of any obligation or warranty on the part of owner. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.
If controlled access gates or intrusion alarms are provided, residents will be furnished written operating instructions; and it is residents' responsibility to read them and to bring any questions to the attention of owner. Further, it is residents' responsibility to promptly notify owner in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled access gates, intrusion alarms, and other security-related devices. Each resident is responsible for reporting to owner any crime that he or she is aware of and that occurs in resident's apartment or in common areas near resident's apartment. If resident's apartment is equipped with an intrusion alarm, resident is responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges. Resident shall pay for and replace batteries for smoke detectors, if any, and shall pay for monthly service on the electronic alarm systems, if any, unless otherwise provided in the Lease. Resident shall not disable, disconnect, or remove batteries from smoke detectors. If Resident installs additional security devices, Owner shall be given the keys, codes or operating device immediately upon installation and any such devices installed by Resident must comply with all applicable federal, state, municipal, or other governmental law, code, regulation, or order.

Protecting residents from crime is the sole responsibility of residents and law enforcement agencies. Residents are required to call the police or 911 first if a crime occurs or is suspected. Residents are required to promptly report to owner in writing any locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm, and other security-related devices that they believe are in need of repair or improvement. Any notices or requests by Resident for inspection, installation or repair of security devices or smoke detectors must be in writing. Resident recognizes that Owner's efforts are voluntary and not obligatory and are done in an effort to protect his or her safety.

ACKNOWLEDGEMENT AND RELEASE BY RESIDENTS. Resident has read, understood, and agrees to the above security policy. Resident has received no representations or warranties, either express or implied, regarding security or security systems before or during the lease term. Owner has not stated or implied to resident in any way that security of person or property will be provided, promised, or guaranteed. Owner has not represented that the apartment community has been or will be free from crime or that the apartment community has had little or no history of crime. Resident further acknowledges that Owner is not obligated under any circumstances to respond to any signal from an intrusion alarm system. Resident agrees to read the "Guidelines for Resident Safety" attached to the Lease, and to abide by those guidelines to the fullest extent reasonably possible.

RESIDENT HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD OWNER HARMLESS FROM LOSSES, CLAIMS, AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO ANY PERSONAL INJURY, PROPERTY DAMAGE OR DEATH ARISING OUT OF CRIMINAL ACTS OF OTHER RESIDENTS AND THIRD PARTIES, OR WHICH IS IN ANY WAY RELATED TO RESIDENT'S RELIANCE ON ANY OF THE SAFETY DEVICES AND/OR ANY INDEPENDENT CONTRACTOR MENTIONED ABOVE OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF, FROM CLAIMS THAT INSUFFICIENT SECURITY WAS PROVIDED, AND WITH RESPECT TO THE INSTALLATION, USE, OR MALFUNCTION OF ANY SECURITY DEVICE INSTALLED OR CAUSED TO BE INSTALLED BY RESIDENT, EVEN IF SUCH OCCURRENCE(S) WERE CAUSED BY THE SOLE, CONTRIBUTORY OR PARTIAL NEGLIGENCE OF OWNER. RESIDENT THEREFORE AGREES THAT OWNER'S LIABILITY IS LIMITED TO THAT EXPRESSED IN THIS LEASE AND THIS ADDENDUM. Resident acknowledges that owner's representatives have no authority to make changes or modifications in this document unless they are in writing and signed by an authorized representative of Owner.

Resident(s) Initials X SB X_____X_____X_____

Canton Woods

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

Resident(s): Sandra Marie Birchmore
Lease Address: [redacted]
Lease Start Date: 12/01/2020 Lease End Date: 11/30/2021

ADDENDUM TO RESIDENTIAL LEASE CONTRACT – CHARGES WHICH ARE CONSIDERED ADDITIONAL RENT

It is understood that all other terms of the most current Residential Lease Contract, shall remain in full force including the following amendment:

1. Charges which are considered additional rent:
The parties hereby agree that any sums that you are required to pay us under this lease agreement in additional to monthly rent shall be considered additional rent and collectable as additional rent from the tenant(s)/resident(s), including but not limited to, the following: utility charges, late charges, returned check fees, pet rent, garage parking fees, amenity fees, early termination charges/fees, storage charges, transfer charges, unreturned keys charge, month-to-month premium charges, courts costs and attorney's fees and collection fees.

Having read and understood the above, the parties sign this Addendum to the Residential Lease Agreement.

K. Lockerby
Lincoln Property Company

Sandra Birchmore
Resident Signature

Resident Signature

Resident Signature

Resident Signature

Canton Woods

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

Resident(s): Sandra Marie Birchmore
Lease Address: [redacted]
Lease Start Date: 12/01/2020 Lease End Date: 11/30/2021

Smoking Addendum

THIS ADDENDUM was made and entered into at the execution of the Lease Agreement by and between both parties.

NOW THEREFORE in consideration and mutual Covenants contained herein and other good and valuable consideration, it is hereby agreed as follows:

It is recognized that smoking within an apartment unit can result in damages beyond normal wear and tear including discoloration, smoke and nicotine stains, unpleasant odors due to build up of nicotine in duct work, carpet and on walls and ceilings, as well as burns to counter tops, tiles and carpets.

1. That the parties agree that in the sole discretion of the Landlord if additional painting of the premises is necessary in order to remove the odor of smoke or the yellow tint of nicotine after Resident(s) has vacated the apartment then such shall be considered damages beyond normal wear and tear.

2. Resident(s) will be responsible for deodorizing the apartment at the time of move out in the event smoking has occurred in the unit n breach of the agreement. Additional deodorizing, including duct, carpet and pad cleaning shall be conducted at the sole discretion of the Landlord and such cleaning and deodorizing shall be considered damage beyond normal wear and tear. In the event that initial deodorizing does not remove the odor from the carpet/padding and it is necessary to replace the carpet/pad, the resulting replacement will be the replacement will be the responsibility of the Resident(s).

3. That burn marks in carpet and tile can be charged as to either repair or replacement depending on the extent of damage. The parties agree that burn marks on the carpet or tile results in accelerated depreciated of the value of such carpet or tile, in some cases necessitating total replacement. In the event that total replacement is necessary, at the sole option of the Landlord, then such shall become the responsibility of the Resident(s). Burn marks in the counter top shall result in the Resident(s) being charged for the full actual replacement cost of such countertops.

K. Lockett
Lincoln Property Company

Sandra Birchmore
Resident Signature

Resident Signature

Resident Signature

Resident Signature

Canton Woods
1 Windsor Woods Lane
Canton MA 02021
Welcome Home!

Community Policies
Updated 1/15

Professionally Managed By:

LINCOLN PROPERTY COMPANY

GENERAL COMMUNITY POLICIES

These Community Policies are designed to promote enjoyment of the Community by you and your neighbors. Please read these Community Policies carefully. These provisions are deemed incorporated into your lease:

1. Be considerate of your neighbor. Control the volume of radios, stereos, televisions, surround sound systems, musical instruments, and other amplified devices so that they do not disturb residents of other apartments. From 9:00pm to 8:00am volume on all such devices should be kept as low as possible. Further, please do not vacuum or use washers or dryers in your apartment (if present) during such times. We recommend that stereo speakers not be placed directly on the floor. Noisy or disorderly conduct that annoys or disturbs other residents will not be permitted.

2. The resident should keep his apartment in a clean, sanitary condition. Please keep the areas near his apartment, including patios, in a clean, orderly fashion. Articles such as refuse, newspapers, shoes, and bicycles, may not be left in the common hallways, lobbies or apartment entrances or patios.

3. There is **NO SMOKING** in the common areas of the buildings. This includes, but not limited to the building hallways, courtyards, swimming pool and sundeck, fitness center, social room, hallways, lobbies, indoor garages and the entrance of the Leasing Office. Cigarette butts are not to be discarded on the Community grounds. DO NOT THROW CIGARETTE BUTTS IN THE MULCH OR IN PROXIMITY TO THE APARTMENT BUILDINGS. THIS IS A SEVERE FIRE HAZARD.

4. No clothing or articles of any kind should be hung from windows or doors, No unsightly articles should be visible from your windows. Mops, clothes, rugs, etc. must not be shaken from balconies or windows. Dirt, debris, or water must not be swept over the edge of any balcony. Cigars, cigarettes, and other objects shall not be thrown from balconies or windows. Planters or flower boxes, if allowed, must be secure and well maintained so that there is no danger of them falling. No household appliances, mechanical equipment or trash are to be kept on balconies.

5. No business should be carried on, nor any signs displayed in or about a resident's apartment. No sign, advertisement, notice, or lettering shall be placed or inscribed on any parts of the building or any windows or apartment door. Notices, announcements and brochures will be placed in designated areas only after **Management's approval.**

6. To maintain the uniformity of our building's appearance, mini-blinds provided by Management must remain in place. Mini blinds provided must be remain in good working condition. Blinds found to be broken or in poor condition will be replace at the resident's expense. No major alterations should be made to the apartment either inside or outside.

Appropriate window treatments should be used and show white from the outside. (Absolutely NO blankets, sheets, towels, etc. shall be hung from the windows).

7. The resident shall report to Management any breakage, injury, damage or loss of any kind to plumbing, electrical fixtures, or other property of the Lessor. Reports should be filed through the Management office by calling 781-830-9100 during posted Office hours.

8. Fire lanes, sidewalks and /or dumpsters are not to be obstructed nor should they be used for any purpose other than that for which they are intended.

9. No animals of any kind shall be allowed on the premises without prior written approval from Management. Management reserves the right to refuse any request that does not comply with managements approved pet policy. This applies to guests and visitors as well as residents.

10. No waterbeds or fish tanks (larger than 15 Gallons) are allowed.

11. For your safety, the uses of personal gas and charcoal grills of any type are not permitted on the property. Open flames of any kind are not permitted on the property at any time.

12. No improperly licensed, unregistered, or in the opinion of Management, derelict automobiles will be permitted on site. The Management Company shall not be liable or responsible for any loss or damage to any automobile parked in the outdoor parking lot or carport spaces.

13. Repair of automobiles in the parking lots or within the development is not permitted. Changing one flat tire is permitted with Management Approval.

14. The washing of exterior/interior or vacuuming of vehicles is prohibited on site.

15. To enable Management to plow individual lots, residents must cooperate by following Management's snow emergency procedures.

16. The resident shall reimburse or compensate the Owner for any damage or injury to lawns, trees, shrubs, plantings or building caused by the resident or any member of his/her family, occupants, guests or visitors.

17. Do not place bones, popcorn seeds, banana peels, grease, etc. down the garbage disposal. Run only cold water when using the disposal.

18. No resident shall keep combustible or flammable materials in his/her apartment, storage unit, or in vehicles parked on the premises.

19. The consumption of alcoholic beverages by a resident or their guests in the public areas is strictly prohibited. In addition, no resident shall use, or permit the use of, or keep upon the premises any drugs or controlled substances in contravention of the Laws of the US or the State of MA.

20. Residents using the fitness center and Social room including the Kitchen area shall leave the areas neat and clean. Be considerate of the next person coming to use it by removing and disposing of refuse in designated area.

21. Central air conditioning is provided in each building; window type AC units are not allowed.

22. Management will open building entrances for servicemen for utilities or telephone service only with prior written authorization from resident.

Resident Initials: X SB X _____ X _____ X _____ X _____

2

23. No chalk, crayon or other writing material shall be used on any surface, in or outside the building

24. On premises cameras, if provided within the community or common areas, may or may not be monitored and should not be relied upon for crime prevention or personal safety.

25. You may paint in your apartment as you wish, but you will have to paint it back to the original color at move-in or you will be charged accordingly.

APARTMENT SERVICE (Maintenance)

We have a service team on site to complete all service requests. Service requests must be called into the Management Office or emailed through our website or resident portal. Please note that the service team can only perform repairs after a service request has been issued through the proper channels. Please do not stop members of the service team to report a service request as this will only result in a delay in the work being completed. All service requests should be called into the Rental Office where a work order will be subsequently generated. Management offers a competent service team and a 24-hour telephone answering service. **Routine repairs should be reported by calling [redacted] during normal business hours.**

Whenever the service team enters your apartment to perform work, they will leave a copy of the service request. We strongly encourage all your suggestions and comments.

Emergency Calls - After normal business hours, please call for a live attendant. Your call will be forwarded to an after hours answering service. The answering service will page all emergency calls to the on-call service team member. Non-emergency calls will be returned the next business day.

We ask that all residents recognize a maintenance emergency as:

- No running water.
- Fire or smoke.
- No heat when outside temperature is below 70 degrees, No electricity or A/C. when outside temperature is above 75 degrees
- Apartment door lock problems or lock- outs.
- Broken windows.
- Plugged toilets (only if an apartment has only one toilet) and sewer back-ups.
- Floods or water leaks of any nature.

Resident's maintenance responsibilities are set forth in the Lease. The responsibilities include, but are not limited to, maintaining apartment cleanliness and taking care of trash disposal. **We strongly recommend purchasing a toilet plunger in case of accidental clogging. This simple device can unclog your toilet and save the maintenance staff from traveling to the property after hours to simply use their plunger.**

RENT COLLECTION POLICY

As stated in the Lease Contract you have signed, rent payments are due on the first (1st) of the month. We appreciate prompt payments and trust we will receive your payment when it is due. **Please note your apartment number on your rent check.** We accept personal checks, money orders, and bank cashier's checks and strongly encourage the use of ACH payments on our resident portal.

Please be advised that when rent payments are received after the first of the month they are considered delinquent and the following terms will apply:

1. If your rent payment has not received by end of business on the 1st day of the month, we will send out a reminder letter.
2. Any account not fully collected within the current month will be processed for eviction on the 24th.

Resident Initials: X SB X_____ X_____ X_____

3. Beginning on the last day of the month, **a late charge of 10%** will be assessed to all unpaid accounts without exception.
4. There is a **$50 NSF** fee for all returned checks that have been marked for non-sufficient funds by our bank. In addition it is our policy to accept only certified funds when replacing the NSF check. When a resident has had two checks returned for non-sufficient funds within one year, then all future rent payments must be made by certified funds (no personal checks will be accepted).

THANK YOU FOR UNDERSTANDING WE DO NOT ACCEPT CASH.

PACKAGE ACCEPTANCE

1. The following package acceptance policy has been implemented for your convenience:
2. Packages addressed to anyone other than the Leaseholder will be returned to the sender or not accepted, no exceptions.
3. The staff of Windsor Woods is not responsible for lost or stolen packages or property.
4. All packages must be picked up by the resident and will not be delivered to the addressed apartment number.
5. Residents choosing to return their signed and/or opened packages to the sender via a parcel delivery company must make the arrangements on their own.
6. Lincoln Property Co. and or its agents are released from all liability accepting or storing packages.
7. All perishable items (such as food, flowers, medication, etc.) will be returned to the delivery company if we do not have the capability to store them properly at that time. Windsor Woods or its staff is not responsible for any spoiled items (food, flowers, medicines, etc.)

KEY, REMOTE AND ACCESS FOB

All residents will receive an apartment key(s), mailbox key(s) and controlled access FOB(s).

Replacement Controlled Access Cards can be replaced for $50.00 each, Apartment Keys for $10.00 each and Mailbox Keys for $10.00 each.

I UNDERSTAND THAT THESE KEYS / CONTROLLED ACCESS CARDS / REMOTES / PARKING PERMITS ARE THE PROPERTY OF WINDSOR WOODS AND MUST BE RETURNED WHEN I VACATE THE APARTMENT. THE ABOVE CHARGES WILL BE ASSESSED FOR ANY ITEMS NOT RETURNED UPON MOVE-OUT.

This agreement shall be binding and continue throughout the duration of occupancy to include but not limited to any renewal or month-to-month status that may occur after the original lease term expires.

VEHICLES AND PARKING

1. All parking spaces on the property are to be used by ALL residents. There are NO assigned spots to any apartment unless specified by management with signage.
2. No semi-tractor or trailer, mobile homes, buses, boat trailers, campers, or any other form or type of non-passenger or commercial vehicle may be parked on property.
3. No vehicles, which, in the opinion of the Management, are in unsafe or inoperable condition, shall be permitted on the property.
4. All motor vehicles must display current licensing and inspection stickers required by state law.
5. No repairs, except for a flat tire may be performed on the property. A repair is anything that requires the vehicle to have the hood open or be up on a jack. Vehicles in need of substantial repair (such as cars with more than one (1) flat tire, broken windows, etc.) will not be permitted to remain on the property.
6. Do not empty car ashtrays or trash onto the parking lot or garage floor.
7. Joy riding, racing, or any other form of activity, which, in the opinion of the management, is dangerous or hazardous to other residents or the property, is expressly forbidden. **Limit the speed to 10 mph while driving on site.**

Resident Initials: X SB X_____X_____X_____

8. No vehicle shall be started or driven in a manner that causes excessive noise or pollution.
9. Obey all signs and traffic control devices within the property, such as stop signs, speed limits, fire lanes, etc.
10. Motorcycles, bicycles, and any other motorized, and or non-motorized vehicle shall NOT be permitted in the common areas, hallways, patios, the sidewalks, or in the dwelling units at anytime.
11. Vehicles parked in the future resident spots between the hours of 7:00 am and 7:00 pm Monday thru Saturday will be towed without notice.
12. Vehicles blocking a fire hose hookup or illegally parked will be towed without notice.
13. All towing will be at the vehicle owner's expense.
14. Any covered vehicles must be reported to Management.

SWIMMING POOL

1. Persons under the age of 14 are not allowed at the pool unless accompanied by a parent or a responsible adult.
2. Please do not invite more than 2 guests to the pool. Your guests must be accompanied by you.
3. Please use only unbreakable containers in the pool area. No glass containers please. No alcoholic beverages are permitted in the pool.
4. As per health department regulations, the pool is not to be used by anyone with an infectious disease, inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind.
5. Please use the trash provided trash receptacles for cigarette butts, beverage containers, and litter.
6. Pets are expressly forbidden in or around the pool area.
7. Regulation bathing suits must be worn in the pool and Jacuzzi area.
8. The ropes and life rings are not play toys. They are there for a purpose. Do not hang or sit on the ropes. Do not wear hairpins or rollers or use excessive suntan oil in the pool, as they can damage the pool and associated equipment. Profanity, horseplay, bicycle riding, skating, riding toys, scuffling, or harassment of other swimmers will not be permitted.
9. Please refer to your move-in kit or to pool signs for pool hours. Please be aware that due to repairs or other circumstances that the pool may from time to time be closed. You may not use the pool when it is closed.
10. Please follow other rules as posted in the pool area or as stated in the seasonal pool policies.

WHILE YOU ARE AWAY

Be sure to hold both your US Mail and any newspapers delivery service if you will be away for an extended period. Any newspapers that are left in the hallways over 3 days will be thrown away. Make sure all appliances except the refrigerator are turned off and unplugged. Residents should also notify the Management Office if they would be away for more than 30 days. In winter months you must set your thermostat to at least 59 degrees to prevent freezing pipes.

PREVENTING FROZEN WATER PIPES

Each winter outside temperatures can fall below 32 degrees and we have a hard freeze, the potential for frozen pipes is high. A cold strong wind adds to this possibility. A pipe does not always burst the first time it freezes. The flexing of the pipe wall during a freeze/thaw cycle weakens the pipe and eventually the pipe will not withstand another freeze. With this in mind, we ask that you, the resident, take the precautions listed so that we can keep damage and inconvenience to a minimum.

We also strongly suggest you have renters insurance that will take care of any personal property damage.

1. When the temperature is predicted to dip below 32 degrees, allow water to flow through the pipes. The flow should be no more than the width of a matchstick. Turn on both the hot and cold water to a lukewarm flow. Do not let the water

Resident Initials: X SP X _____ X _____ X _____

run too hot or the water heater can be overworked and be damaged. Be sure the sinks are clear of dishes, etc., in order to not block the drain.

2. Open the doors on the sink cabinets to allow heat to enter the area around the pipes.
3. Check all faucets before going to bed at night and first thing in the morning to be sure the faucet is open and flowing.
4. If you are going to be out of town during the winter months, turn your thermostat down to no lower than 59 degrees, *but not off.* Notify the management office or someone that can check the faucets for you.
5. If a pipe breaks, call the Management Office immediately at [redacted]

EXCESSIVE NOISE AND ODORS

Reports of excessive noise from neighbors are one of the most frequent complaints encountered in an apartment management and require reasonableness and patience by all parties concerned. No person shall make or permit any improper or excessive amount of noise, disturbance, or odor of any kind within the apartment or community. Resident shall be considerate at all times of upstairs, downstairs, and adjacent neighbors, as excessive and unreasonable noise, sound, and odors will most likely affect the persons living immediately above, below, or next to a resident's apartment. **Residents who violate this rule, in management's sole discretion, can have their lease or right of possession immediately terminated.** No musical instrument of any kind shall be played in the apartment without the express written permission of management, including, but not limited to, pianos, electric pianos, electric guitars, or drums. Television sets and stereo systems must be kept at a reasonable volume level at all times. Residents and their guests are expected to reduce noise levels after 9:00 p.m. (until 8:00 a.m.) so that neighbors are not disturbed. At no time are televisions and stereos to be so loud as to become a nuisance. Complaints about excessive noise, disturbances, or odors should be reported promptly in writing to the management office.

FIRE SAFETY AND EMERGENCY PROCEDURES

Read the procedures below very carefully. In the event of a fire, just one or more of these rules may save your life or the life of your neighbor. Report any fire to the FIRE DEPARTMENT. Don't assume someone else has called.

FIRE WITHIN YOUR APARTMENT

- Call the Fire Department - **Dial 911**
- Leave your apartment immediately.
- Do not re-enter the building until either the Fire Department or the Management Office has notified you.

FIRE SAFETY DEVICES

Your apartment is equipped with a hard-wired smoke detector. **It is against the law to tamper with any fire safety device.** You should test your smoke detector on a monthly basis and notify the Management Office if it is not functioning properly. To avoid accidentally setting-off sprinklers in your apartment objects should **never** be hung from sprinkler heads.

Note: Lincoln Property Company reserves the right to alter the Community Policies at any given time.

Resident Signature: Sandra Birchmore **Date:** 12/1/20

Resident Signature: _____ **Date:** _____

Resident Signature: _____ **Date:** _____

Resident Signature: _____ **Date:** _____

Management Signature: K. Leeley **Date:** 12/1/20

Resident Initials: X SB X _____ X _____ X _____

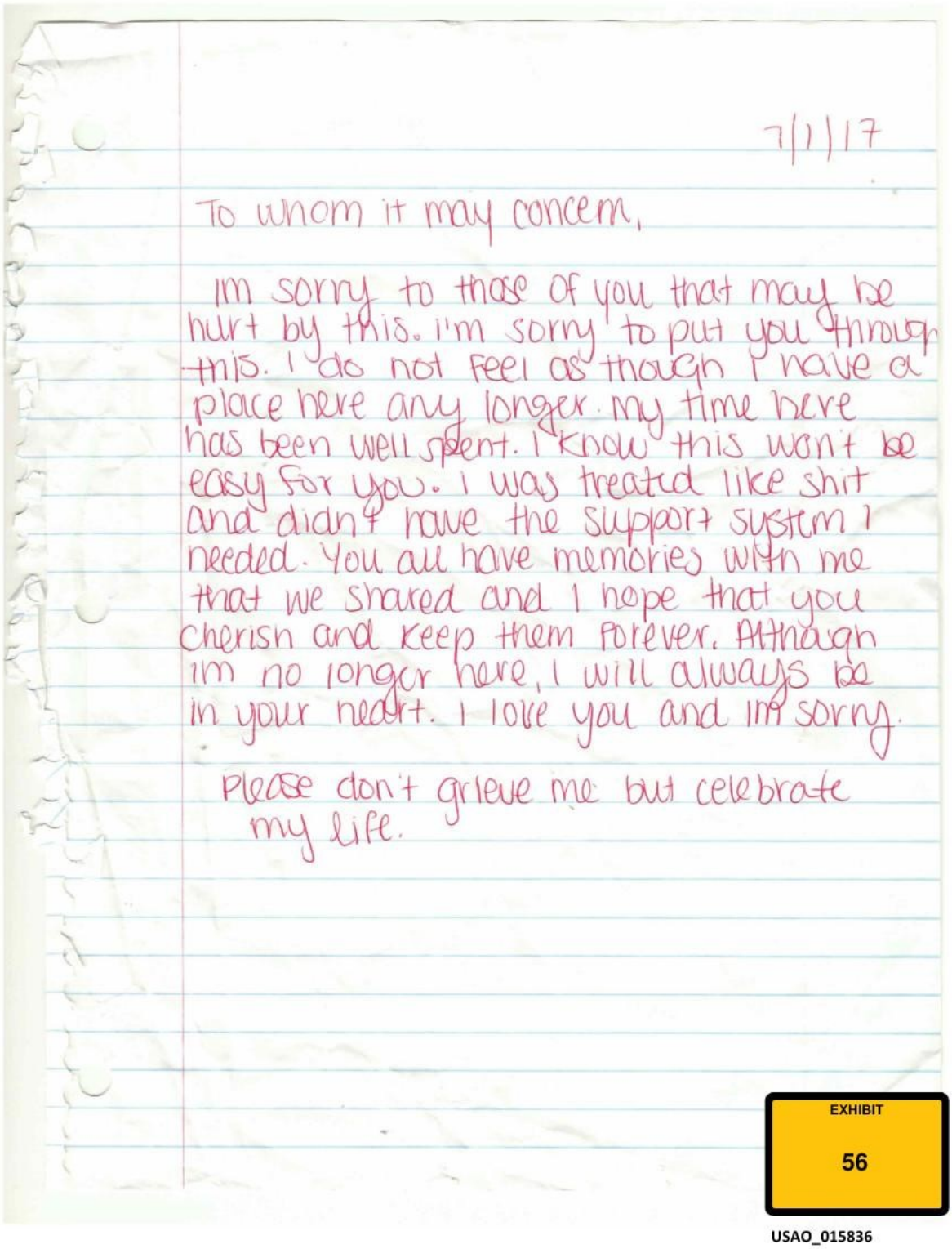
Exhibit 37

Court-released Exhibit 37 — cropped form received from the court.



Exhibit 56

Court-released Exhibit 56 — three-page writing referenced during Dunne testimony.



7/1/17

To whom it may concern,

Im sorry to those of you that may be hurt by this. I'm sorry to put you through this. I do not feel as though I have a place here any longer. My time here has been well spent. I know this won't be easy for you. I was treated like shit and didn't have the support system I needed. You all have memories with me that we shared and I hope that you cherish and keep them forever. Although im no longer here, I will always be in your heart. I love you and im sorry.

Please don't grieve me but celebrate my life.

EXHIBIT

56

USAO_015836

6/30/17

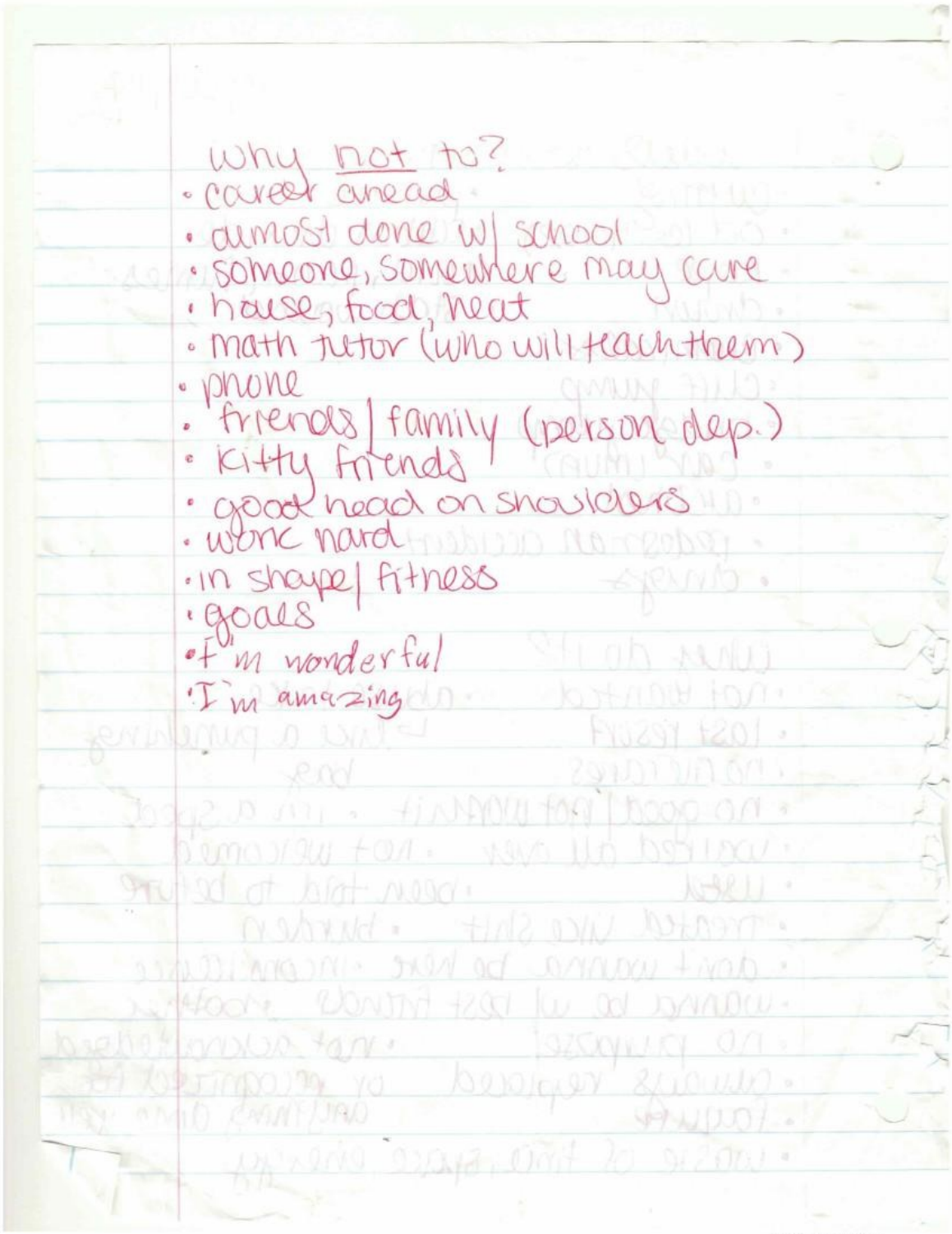
ways to do it.

- cutting
- od ($C_8H_9NO_2$)
- Rope
- drown
- chemicals
- cliff jump
- bridge jump
- car (MVA)
- alcohol
- pedestrian accident
- drugs
- plastic
- carbon dioxide
- raid, paint, fumes
- stab wound

why do it?

- not wanted
- last resort
- no one cares
- no good/not worth it
- walked all over
- used
- treated like shit
- don't wanna be here
- wanna be w/ best friends
- no purpose
- always replaced
- failure
- waste of time, space, energy
- abuse take
  - like a punching bag
- i'm a speed
- not welcomed
- been told to before
- burden
- inconvicence
- bother
- not acknowledged or recognized for anything done well

USAO_015837


Why not to?
• career ahead
• almost done w/ school
• someone, somewhere may care
• house, food, heat
• math tutor (who will teach them)
• phone
• friends | family (person dep.)
• kitty friends
• good head on shoulders
• work hard
• in shape | fitness
• goals
• I'm wonderful
• I'm amazing

USAO_015838

Exhibit 64

Court-released Exhibit 64 — neutral archival description; no unsupported evidentiary identification added.



Exhibit 106

Court-released Exhibit 106 — retrospective early-trial archive inclusion.



Exhibit 297

Court-released Exhibit 297 — 2019 Massachusetts State Police Homicide Conference agenda.


EXHIBIT
297

2019 Massachusetts State Police Homicide Conference

October 1, 2019	
0830 – 0900 hours	**Opening Remarks**
0900 – 1015 hours	**Perspective of Chief Medical Examiner** Dr. Mindy Hull – Chief Medical Examiner – OCME
1030 – 1200 hours	**Proper Evidence Collection from Digital Video Recorders** Coleen Crawford - Multimedia Director - Norfolk County DAO
1200 – 1230 hours	**Buccal Swab Certification** (*if needed*) Sherri Menendez - Chemist – State Crime Lab
1200 – 1330 hours	**Lunch**
1330 – 1630 hours	**Girl in a Box: Todd Kohlhepp Serial Killer Case Study** Sgt. Brandon Letterman - Spartanburg County (SC) Sheriff's Office

October 2, 2019	
0900 – 1000 hours	**Legal Update** ADA Marguerite Grant - Norfolk County District Attorney's Office
1015 – 1130 hours	**Emerging Legal Trends Panel Discussion** The Honorable Rosalind H. Miller - Associate Justice, MA Superior Courts Christopher Kelly - Director of Digital Evidence Laboratory - MA AGO ADA Marguerite Grant - Norfolk County District Attorney's Office
1130 – 1300 hours	**Lunch**
1300 – 1630 hours	**Investigating Officer Involved Shootings** DSFC Glenn Garrels - New Jersey State Police

October 3, 2019	
0900 – 1015 hours	**Call Detail Records Analysis** Sgt. A.J. Kardoos - MSP Tech Unit
1030 – 1200 hours	**Homicide Investigations Involving Street Gangs** Lt. Mario Millett – MSP Gang Unit Tpr. Brian Estevez – MSP Gang Unit
1200 - 1330 hours	**Lunch**
1330 – 1630 hours	**Golden State Killer and Cold Case Investigative Genetic Genealogy Strategy** Deputy Paige Kneeland - Sacramento County (CA) Sheriff's Office

USAO_137157

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