



## LEASE GUARANTY PROCEDURE

This document summarizes the Beth Israel Deaconess Medical Center (“BIDMC”) Lease Guaranty Program. This Lease Guaranty Program is a resource for postgraduate trainees accepted to any BIDMC Graduate Medical Education program, for the duration of their training period at BIDMC. The Program is designed to help trainees with the potentially high initial lease expense that is often required in order to secure rental housing in Boston and the area.

The BIDMC trainee should obtain information about the Lease Guaranty Program from his/her Program Director. When seeking housing, the trainee should inform their potential landlord of Lease Guaranty Program. **The landlord must agree to the terms of the Lease Guaranty “as-is”, without modifications.**

### To receive the Lease Guaranty documents:

1. The trainee must locate an apartment and provide his name, email, accurate lease address, and the landlord’s name and address to the office of Graduate Medical Education (GME).
2. Upon receipt of this information, the GME will issue the Lease Guaranty documents to the trainee after verifying the trainee’s employment with BIDMC.
3. The trainees must obtain the appropriate signatures (including the landlord and program director signatures) on all documents.
4. The trainee must return documents to the office of Graduate Medical Education within 14 days of issuance. Faxed copies will not be accepted. The Lease Guaranty will become effective only upon receipt of a fully executed agreement, to include a signature by an authorized representative of the Office of Graduate Medical Education.

### Lease Guaranty Summary Terms and Conditions

- The Lease Guaranty is capped at \$6,000.
- BIDMC cannot enter into negotiations with individual landlords. The Lease Guaranty must be accepted by the landlord without any modifications.
- BIDMC is making a guaranty to cover certain initial costs that the Tenant would otherwise be obligated to pay to the Landlord. The guaranty, however, does not relieve the Tenant from any lease obligation. **In the event BIDMC pays any amount to the Landlord pursuant to the guaranty, the Tenant will reimburse BIDMC for all such payments.**
- Tenant/Landlord issues are to be resolved by the Tenant and the Landlord. BIDMC will not engage in negotiations between Tenant and Landlord. Payments to Landlord will be paid by BIDMC on demand, without any evaluation as to the validity of the damages claimed by the Landlord. Payments made by BIDMC to the Landlord will be deducted from Tenant’s paycheck.
- This is a guaranty and not a loan and not a subsidy.

The Lease Guaranty becomes null and void upon the trainee's withdrawal from, termination or completion of their training at BIDMC. The trainee must notify the Office of Graduate Medical Education thirty (30) days prior to the time when they are no longer enrolled in a BIDMC Graduate Medical Education program. It is important to remember that you are responsible for being a responsible and conscientious tenant.

**ACKNOWLEDGED BY:**

Trainee (*signature*):

Program Department:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

Program Director (*signature*):

Date:

Print Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Administrative Director (*signature*):

\_\_\_\_\_

\_\_\_\_\_

Print Name: Jill Herrin

Date:

\_\_\_\_\_

\_\_\_\_\_



## GUARANTY

To Whom It May Concern:

In consideration of ("Landlord") entering into a residential lease agreement ("Lease") with \_\_\_\_\_ ("Tenant") for premises at \_\_\_\_\_ ("Premises"), Beth Israel Deaconess Medical Center ("BIDMC") guaranties the payment of (i) rent under the Lease and (ii) the cost of repair of any damage to the Premises caused by Tenant upon the following conditions:

1. The maximum of BIDMC's liability to the Landlord under this guaranty is the lesser of the amount equal to two months' rent or \$6,000.
2. Landlord collects no security deposit.
3. Landlord is not in default under the Lease or in violation of applicable laws as to the Premises.
4. Landlord complies with all the requirements of Massachusetts General Laws, chapter 186, section 15B, except those applicable to where security deposits are held and accounting for interest.
5. Landlord or Tenant deliver to BIDMC, Office of Graduate Medical Education, 330 Brookline Avenue, Boston, MA 02215 copies of the fully executed Lease, any amendment or extension of the Lease, statements of condition of the Premises, and any notice or other document in connection with the Lease.
6. Landlord notifies Tenant of any dispute that might give rise to a claim under this Guaranty and makes good faith efforts to resolve the dispute.
7. Any claim for payment under this Guaranty must be in writing and delivered to BIDMC together with Landlord's written certification under oath that Landlord is not in default under the Lease or in violation of any applicable laws as to the Premises and has complied with all conditions of this Guaranty, and that if Landlord breaches its certification or this Guaranty, Landlord will upon demand forthwith reimburse BIDMC, or its assignee.

This Guaranty will not be effective until signed by the both **the Landlord** and an **authorized BIDMC representative**. This Guaranty is in effect for one year as long as the Tenant remains enrolled in a BIDMC Graduate Medical Education Program.

WITNESS the execution hereof as a sealed instrument by the parties hereto as their duly authorized acts by their duly authorized representatives.

**BETH ISRAEL DEACONESS MEDICAL CENTER**

**LANDLORD**

By *(signature)*:

By *(signature)*:

\_\_\_\_\_  
Print Name: Jill Herrin

\_\_\_\_\_  
Title: Administrative Director, Graduate  
Medical Education

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:



**Graduate Medical  
Education  
Department**

**INDEMNITY AND SALARY DEDUCTION AUTHORIZATION FORM**

**Carrie Tibbles, M.D.**  
Director and DIO

Reference is made to the lease dated \_\_\_\_\_ (“Lease”), by and between  
\_\_\_\_\_ (“Landlord”) and

**Jill Herrin**  
Administrative Director

\_\_\_\_\_ (“Tenant”) for premises at \_\_\_\_\_  
 (“Premises”) and the guaranty of Beth Israel Deaconess Medical Center, Inc. (“BIDMC”), of certain  
obligations of the Tenant under the Lease (“Guaranty”).

**Diana Wang**  
Senior Financial Analyst

In consideration of BIDMC guarantying the payment of (i) rent under the Lease and (ii) the cost of repair  
of any damage to the Premises caused by the Tenant up to the maximum amount equal to the lesser of  
two months’ rent under the Lease or \$6,000, I, the Tenant, agree to the following terms and conditions:

**Lynnette Cheseborough**  
Licensing & Credentialing  
Coordinator

1. Reimburse BIDMC of any and all amounts paid or incurred by BIDMC on account of the  
Guaranty;
2. Reimburse BIDMC all amounts paid or incurred (including without limitation reasonable  
attorneys’ fees) by BIDMC to collect from the Tenant under this Indemnity and Salary  
Deduction Authorization; and
3. Defend, indemnify, and hold BIDMC harmless from and against any and all liability, loss,  
damages, claims, actions, proceedings, or expenses (including without limitation reasonable  
attorneys’ fees) arising from the Guaranty, Lease or this Indemnity and Salary Deduction  
Authorization.

**Corrie Dirrane**  
Data Analyst

I understand and agree that BIDMC has the right to pay claims against the Guaranty in the sole and  
absolute discretion of BIDMC without consulting me and without my consent and over my objection. I  
understand that I am responsible for interacting directly with the Landlord and will remain liable under  
the terms of the Lease. I further understand that I am responsible for any damage to the Premises, and as  
a result, I will use reasonable caution in my use of the Premises. I understand and agree that if I have a  
legal dispute with the Landlord, I am responsible for engaging counsel and resolving any dispute that  
may arise.

I agree to reimburse BIDMC for any payment that BIDMC is required to make on my behalf under the  
Lease Guaranty Program. Reimbursement will promptly begin via authorized automatic deduction from  
my paycheck. The payments will commence on the first pay period after BIDMC makes a payment of  
my behalf and end once the amount is reimbursed in its entirety. At the time any payment is due; I shall  
sign the appropriate paperwork in order to begin the automatic salary deduction. I understand that the  
amount of the weekly deduction will be determined by the amount due together with the time remaining  
in my GME program. In the event, I am not an employee; I understand that this will not relieve me of my  
obligation to repay the amount due and I agree to enter into a reasonable payment plan with BIDMC.

I certify that, to the best of my knowledge and belief, all information contained in these documents is true, complete and correct. I agree to notify BIDMC immediately if 1) my landlord is planning to ask BIDMC to cover a rent payment and/or the cost of repairing damage to the rental unit caused by me or 2) if there are any material changes in this information.

Signature of Trainee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Program Director \_\_\_\_\_ Date \_\_\_\_\_

Signature of Administrative Director:

\_\_\_\_\_  
Jill Herrin

Date \_\_\_\_\_