

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO. **23CV0790**

_____)
SUDGURU HOTEL, LLC)
)
Plaintiff,)
v.)
)
BOSTON PUBLIC HEALTH COMMISSION)
)
Defendant.)
_____)

JOHN E. POWERS III
 ACTING CLERK/MAGISTRATE
 2023 MAR 31 P 1:32
 SUFFOLK SUPERIOR COURT
 CIVIL CLERK'S OFFICE

**SUDGURU HOTEL, LLC'S COMPLAINT AGAINST
BOSTON PUBLIC HEALTH COMMISSION**

Introduction

Plaintiff Sudguru Hotel, LLC's ("Sudguru") brings this breach of contract claim against defendant Boston Public Health Commission ("BPHC") for its failure to pay hotel invoices totaling \$654,000.00. On September 24, 2021, BPHC entered into a written agreement with Sudguru to reserve all of the rooms at Sudguru's Quality Inn hotel in Revere to house homeless people from September to December 2021 (the "Agreement")¹. Although Sudguru performed its obligations under the Agreement by holding its rooms for BPHC, BPHC refused to make payment. Instead, BPHC has relied on its status as a city agency to stonewall Sudguru and has failed to pay anything.

Parties

1. Plaintiff Sudguru Hotel, LLC is a Massachusetts limited liability corporation with its headquarters 495 Westgate Drive, Brockton, MA 02301.

¹ A copy of the Agreement is attached as Exhibit A.

2. Defendant Boston Public Health Commission is an independent public agency, organized as a body politic and corporate and political subdivision of the Commonwealth. Its address is 1010 Massachusetts Avenue, 6th Floor, Boston, MA, 02119.

Jurisdiction and Venue

3. This is a civil action seeking damages in excess of \$50,000.00. This Court has jurisdiction under G.L. c. 212, §§ 3-4, and G.L. c. 231A, § 1.

4. Venue is proper in this Court pursuant to G.L. c. 223, § 1 and Superior Court Administrative Directive No. 09-1 (governing the Superior Court Business Litigation Sessions) as BPHC is located in Boston, Suffolk County, Massachusetts.

Facts

5. Sudguru owns and operates the Quality Inn Boston-Revere at 100 Morris Street, Revere, Massachusetts (the “Hotel”). BPHC is a city agency that serves Boston’s homeless population.

6. In 2021, BPHC needed short term emergency housing for a substantial homeless constituency, so it negotiated and executed the Agreement, dated September 24, 2021, to reserve all of the rooms at the Hotel. The term of the reservation was from September 24, 2021, to ninety days thereafter, “unless extended or terminated in accordance with the terms of this Agreement.” The term automatically extended unless BPHC terminated the Agreement. BPHC negotiated the right to terminate the term earlier only with both notice and cause. Article 2 of the Agreement provides:

BPHC may terminate this agreement with fourteen (14) days’ notice if the initiative is forced to conclude before the Term of this Agreement by reason of any revocation or withholding of any necessary approval by the municipality or the Commonwealth.

Agreement at 1.

7. Sudguru performed its obligations under the Agreement by holding the rooms at the Hotel for BPHC's exclusive use from September 24, 2021, through the end of December 2021. Though BPHC did not ultimately use the rooms, Sudguru did not permit anyone else to check into the Hotel during this period. BPHC never sent written notice of early termination.

8. Sudguru sent to BPHC its first invoice for the *pro rata* portion of September 2021 and for October 2021, in the amount of \$255,060.00. Its second invoice was for the month of November 2021, for \$196,200.00. Its third and last invoice was for the month of December 2021, for \$202,740.00. The total amount in arrears is \$654,000.00. BPHC did not contest or question the invoices during the months that Sudguru held the rooms for BPHC. On April 12, 2022, Sudguru sent a formal notice of default under Paragraph S of Article 8 of the Agreement that also resent the invoices. BPHC has not paid anything nor has it explained any basis for its failure to either terminate the Agreement or make payment.

COUNT I – BREACH OF CONTRACT

9. Sudguru incorporates and restates the preceding paragraphs.

10. The parties entered into the written Agreement and Sudguru performed by holding the Hotel for BPHC's exclusive use during the term of the Agreement from September 24, 2021, through the end of December 2021.

11. The parties agree that the Agreement was properly executed, that it is valid, and that it is governing. Sudguru did not permit anyone else to use the rooms at the Hotel.

12. BPHC did not provide any notice of termination of the Agreement nor did it complain about Sudguru's performance during the term of the Agreement.

13. Sudguru ultimately defaulted BPHC.

14. BPHC failed to perform its obligations under the Agreement where it failed to pay anything to Sudguru.

15. As a result of BPHC's breach of the Agreement, Sudguru suffered damages including expectation damages. As a matter of black letter law, expectation damages are still the default measure of damages. "The usual rule for damages in a breach of contract case is that the injured party should be put in the position [she] would have been in had the contract been performed." *Situation Mgt. Sys. v. Malouf, Inc.*, 430 Mass. 875, 880, 724 N.E.2d 699 (2000); see also Restatement (Second) of Contracts, § 344(a) (1981) (plaintiff in breach of contract action is entitled to damages to protect "his 'expectation interest,' which is his interest in having the benefit of his bargain by being put in as good a position as he would have been in had the contract been performed".)

16. Last, fallout from BPHC's default continues to harm Sudguru. Due to the dispute with BPHC, Sudguru has had difficulties in its relationship with other municipal entities.


WHEREFORE, plaintiff SUDGURU prays that this Court:

- i. Enter judgment in Sudguru's favor on the sole Count of this complaint in an amount to be determined at trial, together with interest, costs, and reasonable attorneys' fees;
- ii. Enter such further and additional relief in Sudguru's favor that this Court deems just.

Respectfully submitted,

SUDGURU HOTEL, LLC,

By its attorney,

A handwritten signature in black ink, appearing to read "Edward S. Cheng". The signature is written in a cursive style with a horizontal line underneath it.

Edward S. Cheng (BBO# 634063)
escheng@sherin.com
SHERIN AND LODGEN LLP
101 Federal Street
Boston, Massachusetts 02110
tel: 617.646.2000
fax: 617.646.2222

Dated: March 31, 2023

Exhibit A

AGREEMENT

This Agreement (“Agreement”) is made and entered into as of September __, 2021 (the “Effective Date”) by and between SUDGURU HOTEL LLC, a Massachusetts limited liability company (“Owner”) and the BOSTON PUBLIC HEALTH COMMISSION, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (“BPHC”). Each of Owner and BPHC is sometimes referred to herein as a “Party” and collectively they are the “Parties” to this Agreement.

ARTICLE 1: GRANT

Owner agrees to make hotel rooms at the Quality Inn Boston-Revere (the “Building”) located at 100 Morris Street, in Revere Massachusetts (the “Property”) available. The parties agree that this agreement is not a lease, but rather an agreement for individuals receiving BPHC and partner services (the “Occupants”) to occupy and to utilize certain hotel guest rooms (“Guest Rooms”) and existing common facilities of the Building as guests of BPHC [(and not the Owner)] and therefore, the provisions of M.G.L. c. 186 do not apply to this Agreement, and BPHC, for itself, its partner agency, and the Occupants, hereby expressly waives any and all rights and remedies of tenants under law. Neither Owner nor BPHC intend to create any tenancy nor assume obligations of a landlord under Massachusetts law.

ARTICLE 2: TERM

The term of this Agreement (the “Term”) shall commence on the Effective Date and end ninety days after the Effective Date, unless extended or terminated in accordance with the terms of this Agreement. BPHC shall have seven (7) options (each an “Extension Option” and collectively the “Extension Options”) to extend the Agreement term for one (1) month each. Each Extension Option shall be deemed to be automatically exercised unless either Party elects to cancel and terminate the next succeeding Extension Option (all other Extension Options) by written notice given to the other Party at least fourteen (14) days prior to the last day of the Term or then current Extension Option, as applicable. Notwithstanding, BPHC may terminate this agreement with fourteen (14) days’ notice if the initiative is forced to conclude before the Term of this Agreement by reason of any revocation or withholding of any necessary approval by the municipality or Commonwealth. In addition, the Owner may terminate this Agreement on fourteen (14) days’ notice for any reason or no reason.

ARTICLE 3: PAYMENT TERMS

BPHC agrees to pay a nightly rate of at least \$6,540.00. The first payment shall be paid on or before the first day of the Term, in an amount equal to the nightly rate for the first fourteen days of the Agreement term, totaling \$91,560.00. BPHC will not be charged more than \$797,880 for the original term of the contract, and no more than \$202,740 for each additional term agreed to by both parties. After the first 14-day period of the Term, Owner will bill BPHC weekly and BPHC agrees to pay Owner within 30 days of receipt of each bill. BPHC agrees to pay all taxes that may apply to it as a political subdivision of the Commonwealth of Massachusetts.

ARTICLE 4: SURRENDER OF PREMISES

At the termination of this Agreement, BPHC, its partner agency or provider and all Occupants shall peacefully quit, surrender and deliver up each Guest Room and the Building and Property vacant and free from all Occupants and in good order, condition and repair, reasonable wear and tear excepted. BPHC shall also cause and assure that all personal property of all Occupants shall be removed from the Guest Rooms, Building and Property prior to the end of the Term, and hand over the Guest Rooms and common facilities of the Building to the Owner fully cleaned and in good order, condition and repair, ordinary wear and tear excepted. All towels and linens will be returned. A final walk through will be done by BPHC with Owner's representative. If BPHC fail to surrender the Guest Rooms, Building and Property to Owner on the date and in the condition required hereby or by any other provision of this Agreement and to take all other actions required by this Agreement in connection with termination, BPHC shall be liable for all costs reasonably incurred by Owner to repair or restore the occupied premises to the required condition or to satisfy such other obligations. BPHC's liability under this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 5: BPHC PROVIDER PARTNER

Parties acknowledge that BPHC will be engaging a partner agency to provide services to guests placed pursuant to this Agreement, and BPHC represents that such partner agency shall initially be Eliot Community Human Services. The responsibilities described herein may be performed by either BPHC or the partner agency or its staff. The obligations described herein will be met by both BPHC and the partner agency. BPHC agrees to provide Owner with its agreement with the partner agency and appropriate points of contact. Notwithstanding the foregoing, BPHC shall at all times remain fully responsible and liable for compliance with all of BPHC's obligations under this Agreement.

ARTICLE 6: RULES AND REGULATIONS

BPHC agrees to meet and perform all of the rights and responsibilities described in the BPHC Rights and Responsibilities attached hereto and incorporated herein, all of which shall be terms and conditions of this Agreement, and to comply with reasonable rules and regulations from time to time promulgated by the Owner for the maintenance and operation of the Building and Property. BPHC acknowledges that the Owner may from time to time promulgate reasonable rules and regulations, which, once passed, shall be incorporated herein by reference.

ARTICLE 7: INSURANCE AND INDEMNITY

BPHC represents that it is a validly self-insured body politic and corporate and political subdivision of the Commonwealth of Massachusetts in accordance with the Certificate of Insurance attached to this Agreement and that it has sufficient assets and funding to adequately perform all of its self-insurance obligations.

BPHC shall indemnify, defend and hold harmless Owner, and each of Owner's and Owner's affiliates' (including, without limitation, Jiten Hotel Management, Inc. ("JHM")) respective employees, agents, landlords, lenders, heirs, shareholders, directors, members, managers, investors, affiliates, successors and assigns (collectively, the "Indemnified Parties"),

against any and all damages, expenses, losses, claims or liabilities of whatever kind, including without limitation attorneys' fees ("Losses"), that are incurred by an Indemnified Party, arising out of or related to:

- (a) (i) the use and/or occupancy of the Guest Rooms, Building and/or Property by or on behalf of BPHC and its partner agency or provider, and any of their respective invitees (including the Occupants described in Article 1), guests, vendors, affiliates, employees, agents, independent contractors, any governmental agency or entity, any third parties under any or all of their respective control and any healthcare provider providing services at the Property (collectively, the "BPHC Parties"). Without limiting the scope of the immediately preceding sentence, such indemnity shall include without limitation any allegation that the Guest Rooms, Building and/or Property are insufficient for BPHC's proposed use for BPHC Services, including the failure to maintain the Guest Rooms, Building and/or Property in a sanitary condition, (ii) the transportation of persons to or from the Guest Rooms, Building or Property or within the Property, by, at the direction or on behalf of any of the BPHC Parties, and/or (iii) the treatment of persons with COVID-19 and/or any provision of medical and/or other services by any of the BPHC Parties (collectively, "BPHC Services");
- (b) any negligent or grossly negligent act, or intentional misconduct, in connection with the performance of their obligations under this Agreement and/or any BPHC Services;
- (c) any bodily injury, death of any person, or damage to real or tangible personal property arising in connection with the use of the Guest Rooms, Building and/or Property by any of the BPHC Parties including without limitation the provision of BPHC Services at the Property with the exception of any bodily injury, death of any person, or damage to real or tangible personal property arising from any negligent or grossly negligent act, or intentional misconduct, of the Owner or its agents;
- (d) any failure by any of the BPHC Parties to comply with any applicable federal, state or local laws, regulations, or codes in connection with the use of the Property under this Agreement including without limitation the provision of BPHC Services at the Property; and/or
- (e) any breach failure of the BPHC Parties to comply with the provisions of this Agreement.

ARTICLE 8: OTHER PROVISIONS

- A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement or the activity authorized and undertaken pursuant to this Agreement shall be brought in courts within the Commonwealth of Massachusetts.
- B. **Severability.** Should any section or reference herein be determined unlawful by a court of competent jurisdiction in Massachusetts, all remaining language shall remain in full force and effect.
- C. **Acknowledgment.** The Parties acknowledge that they have carefully read the foregoing Agreement and fully understand the contents thereof, and that the signatories hereto are duly

authorized to sign this Agreement on behalf of the respective parties, and that each signs and executes this Agreement as his or her free act and deed.

D. **Notices.** No notice, approval, consent or other communication permitted or required to be given by this Agreement will be effective unless the same is in writing and is delivered (or delivery is refused) during normal business hours as follows: (a) by hand; or (b) by a recognized overnight carrier providing written acknowledgement of delivery; or (c) sent postage prepaid, by United States registered or certified mail, return receipt requested; or (d) by electronic mail during normal business hours (i.e. Monday through Friday, 9:00AM to 5:00PM E.S.T.), with a confirmation copy of such electronic mail notices delivered by another method permitted under this Section; to the other Party or Parties at the following addresses (or to such other address as any Party may designate by written notice as aforesaid):

If to Owner:

Suguru Hotel LLC
c/o Jiten Hotel Management, Inc.
495 Westgate Drive
Brockton, Massachusetts 02110
Attn: Jiten Patel
Email: jiten@jitenhm.com

With a copy under separate cover to:

Sherin and Lodgen LLP
101 Federal Street
Boston, MA 02110
Attn: Joshua M. Bowman, Esq.
Email: JMBowman@sherin.com

If to BPHC:

Boston Public Health Commission
1010 Massachusetts Ave. 6th Floor
Boston, MA 02119
Attn: PJ McCann, Interim General Counsel
Email: PMccann@bphc.org

E. **Assignment and Subletting.** BPHC shall not assign this Agreement or, except as set forth in Article 5, subcontract any of its rights or obligations hereunder without the express prior written consent of Owner. If Owner gives its consent to any assignment or subcontracting,

BPHC shall at all times remain fully responsible and liable for compliance with all of BPHC's obligations under this Agreement.

- F. **Destruction.** If the Building or Property are destroyed in whole or in substantial part by fire or other casualty, either Party shall have the right to terminate this Agreement by written notice to the other Party, provided that each Party's obligations accrued as of the date of such termination shall remain in effect.
- G. **Time of Essence, Binding upon Successors.** Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns to the respective parties hereto, subject to the restrictions on assignment and subcontracting hereunder.
- H. **No Oral Agreements.** It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.
- I. **Hazardous Substances.** BPHC agrees that they will comply with all applicable laws existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event Owner or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of BPHC's or its partner agency's or provider's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, BPHC shall indemnify, defend, and hold harmless any of these individuals against such liability. Where BPHC is found to be in breach of this provision due to the issuance of a government order directing either or both of the BPHC or its partner agency or provider to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by either or both of BPHC or any person acting under BPHC' control and authority, BPHC shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner or any of its affiliates, successors, principals, employees, or agents in connection with or in response to such government order.
- J. **Restoration of Premises.** Upon termination of this Agreement, Owner agrees that any equipment used or installed by the BPHC shall be and remain the property of BPHC, and the BPHC shall remove such equipment when vacating the Property. BPHC shall restore the Guest Rooms, Building and Property, to the condition as originally received by BPHC and existing prior to the installation of any of BPHC' property, including, without limitation, restoration and repair of all surfaces, floors, walls, ceilings, including restoring damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces, and including restoration and repair of all furnishings, fixtures and equipment. BPHC or its partner agency will contract with a housekeeping provider to clean the Guest

Rooms and Building regularly during the Term. As reasonably necessary and immediately prior to termination of the Agreement, BPHC will engage a qualified biohazard cleaning vendor reasonably acceptable to the Owner to conduct any reasonably necessary enhanced cleaning and sanitization services, such enhanced cleaning and sanitization services being of the quality, type and nature typically provided by persons or entities similarly situated to BPHC in other comparable situations in the greater Boston area during the COVID-19 pandemic.

- K. **No Tenancy; Relief from Eviction Laws.** In no event will this Agreement be deemed or construed to run with the land or create any tenancy or other permanent possessory rights on the part of BPHC or its partner agency or provider or their respective invitees, including, without limitation, the Occupants. This Agreement does not create any recordable interest and will not be recorded in any land records. No tenancy and/or eviction laws, regulations, rules, requirements, processes and proceedings (“Eviction Laws”) shall be applicable with respect to the use of the Property by BPHC and its invitees hereunder. BPHC shall waive the applicability of all Eviction Laws with respect to the Property and defend against any and all other applicable government entities, agencies, instrumentalities, subdivisions or other bodies of any regional, local or other governments efforts to enforce Eviction Laws. In the event any individual is claiming tenancy rights, then BPHC, at its sole cost and expense, shall take all such necessary actions to remove such individual from the Guest Room, Building and Property prior to expiration or termination of the Agreement.
- L. **Operations.** BPHC will be solely responsible for providing the resources necessary for conducting its operations and activities at the Guest Rooms, Building and Property, including without limitation providing all necessary staffing and providing for the safety and security of its invitees, and BPHC are responsible for the costs of its operations. BPHC, at its sole cost and expense, during the term of this Agreement shall furnish all reasonably necessary consumable items used in or at the Guest Rooms, Building or Property including food and beverages, amenities, transportation-related fuel, cleaning materials, printed materials, and other similar items as well as all non-consumable items including all china, glassware, linens other than those described in the Owner’s Rights and Responsibilities attached hereto, silverware, uniforms and other similar items. Any food or beverages stored in or at the Building or Property will not be used or accessed by BPHC, their respective employees, guests, or invitees. BPHC shall ensure that their operations and activities in or at the Guest Rooms, Building or Property at all times comply with this Agreement and all applicable laws and regulations.
- M. **Licenses and Permits.** BPHC shall comply with (or obtain the necessary waivers of) any applicable zoning requirements for its operation on the premises during the term of this Agreement. In addition, BPHC will guarantee and will work with any other government agencies and instrumentalities, whether state or local, that have jurisdiction over the Property to ensure that BPHC’s occupancy of the Property will not in any way affect the certificate of occupancy, zoning permits or exceptions, or any other licenses, permits, or approvals for the Property or the property on which the Property is located in effect as of the commencement

of the Term of this Agreement, and that any issues with the foregoing will be tolled during the duration of BPHC's occupancy. BPHC shall ensure that all licenses or permits (including the liquor license, if any) required for the operation and management of the Property as a hotel or transient lodging establishment shall be reinstated or continue in full effect after the expiration or termination of this Agreement without cost or expense to Owner.

- N. **COVID 19 Maintenance and Sanitization.** BPHC shall maintain and as reasonably needed sanitize all areas of the Property during the course of the Term. Such maintenance and sanitization shall be of the quality, type and nature typically provided by persons or entities similarly situated to BPHC in other comparable situations in the greater Boston area during the COVID-19 pandemic.
- O. **Liens.** BPHC agrees to keep the Building and Property and all equipment and property of Owner free and clear of any and all liens for work performed or materials furnished to or at the request of BPHC.
- P. **Alterations.** The BPHC shall not perform any alterations (including, for example, any modification, demolition or reconfiguration of, or any improvement to) the Guest Rooms, Building or Property without the prior written consent of Owner in its sole discretion.
- Q. **No Use of Names.** BPHC agrees not to use the name of the Property, the name of Owner or its affiliates, the name of a third party or its affiliates, or any other trade names, trademarks, service marks, or other intellectual property of Owner (or its affiliates), or of any third party (or its affiliates), including without limitation Choice Hotels or Quality Inn Hotels, or any variation of any of the foregoing, without the express written approval of Owner and said third party, which may be given or withheld in their the sole discretion of Owner or said third party.
- R. **Limitation of Liability.** Neither Owner, nor any of its respective affiliates, including, without limitation, JHM, nor any of the other Indemnified Parties, shall be liable for damage to any equipment or other property of BPHC or for injury to BPHC's employees, invitees or any other person on, in or about the Guest Rooms, Building or Property from any cause, whether in or about the Guest Rooms or Building or elsewhere at the Property. It shall be BPHC's sole obligation, at its sole risk and cost, to protect, safeguard and insure and indemnify Owner against all damage or injury to any such persons or property with the exception of any bodily injury, death of any person, or damage to real or tangible personal property arising from any negligent or grossly negligent act, or intentional misconduct, of the Owner or its agents. Further, the Owner shall under no circumstances be liable for any special, incidental, punitive, exemplary or consequential damages.
- S. **Default; Remedies.** BPHC shall be in default of this Agreement if it: (i) fails to pay any of its monetary obligations due hereunder within ten (10) days following written notice thereof; or (ii) fails to perform any other obligations hereunder within twenty (20) days following written notice thereof. In the event of any default or breach of the terms of this Agreement by BPHC, Owner shall be entitled to terminate this Agreement by written notice to BPHC

and to pursue any and all legal and equitable rights and remedies permitted by applicable law.

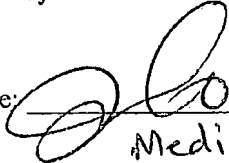
- T. **Relationship of Parties.** The relationship between Owner and BPHC is solely that of Owner and contractor and temporary occupant, and such relationship will not be deemed a partnership, joint venture, agreement or tenancy.
- U. **Confidentiality.** The terms of this Agreement will be kept confidential by the Parties, except as disclosure may be required by law or on a need-to-know basis, without the written consent of the other Party. Owner may inform any of its lenders, landlords, investors, accountant, insurers, lawyers, employees, and shareholder about this Agreement.
- V. **Survival of Covenants.** Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination of this Agreement, shall survive any such termination. In addition, unpaid payment obligations shall survive the termination of this Agreement.
- W. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties concerning the subject matter of the Agreement, and supersedes any and all prior oral or written agreements between the parties relating to that subject matter.
- X. **Agreement Execution and Counterparts.** This document may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument. Signature and acknowledgement (if any) pages may be detached from the counterparts and attached to a signed copy of this document to physically form one document. Images of the handwritten signature and acknowledgement (if any) pages of each signatory on this document may be executed via an inked or 'wet' signature or via DocuSign or any electronic signature valid under that state's Uniform Electronic Transactions Act ("UETA") or, if no such act exists, under the Electronic Signatures in Global and National Commerce Act, 15 USC §7001, et seq. ("E-SIGN") and the executed signature and acknowledgement (if any) pages may be delivered using portable document format (i.e. .pdf) or similar file type and transmitted via facsimile, electronic mail, cloud-based server, e-signature technology or similar electronic means, and, upon receipt, will be deemed originals and binding upon the signatories hereto. Any manual signature upon this document that is faxed, scanned or photocopied, and any electronic signature valid under UETA or E-SIGN shall for all purposes have the same validity, legal effect and admissibility in evidence as an original inked or 'wet' signature and the Parties hereby waive any objection to the contrary.

[Page ends here. Signature pages follow.]

The BPHC and Owner hereby cause this instrument to be executed by their duly authorized representatives as of the day first written above

BOSTON PUBLIC HEALTH COMMISSION

Approved by:

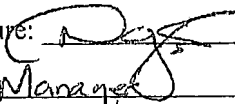
Signature: 
Title: Medical Director
Date: 9/24/2021

Approved as to Form:

PJ McCann
Office of the General Counsel
Date: 9/24/2021

OWNER

SUDGURU HOTEL LLC

Signature: 
Title: Manager
Date: 09/24/2021

Printed Name: Nayan C. Patel

FY22023194

OWNER'S RIGHTS AND RESPONSIBILITIES

During the term of the agreement:

1. Prior to the BPHC Occupants commencing their stays, BPHC and Owner shall conduct a pre-occupancy walk-through of the Guest Rooms and Building and complete a statement of conditions that are agreed to by BPHC and Owner.
2. Owner shall allow BPHC and its Occupants access to the Building and premises and to parking on site.
3. Owner will provide one full-time maintenance person to perform commercially reasonable ongoing maintenance work at the Building and will be solely responsible for reasonable labor and materials maintenance expenses.
4. Owner shall create a maintenance ticket system with BPHC prior to the commencement of the Agreement term. Maintenance tickets will be submitted by BPHC for any non-emergency issues as they arise. Owner's maintenance staff will use commercially reasonable efforts to address any urgent, non-emergency issues within 24 hours following submission of the applicable maintenance tickets.
5. Owner's maintenance person will enter the building at least one time per day to consult, inspect, and repair any damages if necessary.
6. Owner shall provide BPHC with a 24 hour on-call number to contact maintenance staff in the case of any physical emergency for which personal safety, structural damage, or risk of such are apparent.
7. Owner shall be responsible for all utility, phone, television, video, and internet service, dumpster, trash, HVAC, and heating expenses during the term of the Agreement unless the such expenses are caused by the negligent or grossly negligent act, or intentional misconduct, of any of the BPHC Parties (including any reckless or willful misconduct) in which case BPHC shall be responsible for the same.
8. Landlord shall provide snow removal and other exterior maintenance services in a timely manner during the term of this Agreement.
9. Owner shall either remove privacy lock mechanisms on all guest room doors prior to the Agreement term or work with BPHC do identify an adequate safety plan.
10. Owner agrees to make available designated office space for BPHC to use for the duration of the Agreement term.
11. At the beginning of the Agreement term, Owner shall provide two sets of linens for each bed and two full sets of towels to correspond with each bed (four full sets of towels per room). Afterward, BPHC shall establish and contract with its own laundry vendor.
12. Owner will not charge BPHC for normal wear and tear that occurs during the term of the Agreement.
13. Owner may charge BPHC, and BPHC shall pay and be responsible for, any repairs that require parts or labor outside of normal wear and tear damages. These costs will be detailed and invoiced.

14. Owner shall provide each room with an operating microwave and mini-refrigerator and shall keep a small number of replacement items on site.
15. Owner shall provide each room with an operating television, cable television services and an operating television remote control device and shall keep a small number of replacement items on site.
16. Owner shall provide wireless internet service to the building. Owner shall conduct a review of the wifi system within the Building, and shall ensure that the wifi is fully operational prior to commencement of the Term of this Agreement. Owner shall ensure that there is enough capacity to enable productive usage within all Guest Rooms occupied by Occupants.
17. Owner shall provide each room with an operating telephone and shall keep a small number of replacement items on site.
18. Owner shall ensure that the phone system will allow for local telephone calls to area codes 617, 781, 978, 339, and 857 at no charge to BPHC.
19. Owner shall provide BPHC with the contact information for IT support and address any IT concerns that impact operations within the business day, or where appropriate, within 24 hours.
20. Owner shall provide pest control services. In addition, BPHC shall alert Owner's maintenance staff if there are any pest sightings or concerns present. Owner's maintenance staff will follow up with the pest control vendor as needed to respond and keep the site free of pests.
21. If there is the presence of a COVID-19 positive person in a room that needs maintenance, the room will be disinfected and cleaned by BPHC or their vendor to the standards recommended by the Centers for Disease Control and Prevention.
22. Owner shall provide BPHC with all essential vendor contact information, including, but not limited to juice provider, coffee provider, vending machine provider, etc.. Owner will assign a primary point of contact for BPHC to route any day-to-day issues through.
23. Owner will train BPHC's staff on any needed operational matters prior to the commencement of the Term of this Agreement.

BPHC'S RIGHTS AND RESPONSIBILITIES

During the term of the Agreement, BPHC Shall be responsible for the following duties and entitled to the following rights:

1. BPHC shall be responsible for selecting and assigning Guest Rooms to Occupants.
2. BPHC shall ensure and enforce that all Occupants and other persons abide by the Building's no smoking requirements.
3. BPHC will ensure that guest room keys will not leave the Property and will be checked in/out of at the front desk of the Building when Occupants leave.
4. As more particularly set forth in Article 7, Section L, BPHC shall provide all staff needed to successfully operate the Guest Rooms and Building and all BPHC functions located at the Building, with the exception of hotel-provided maintenances person supplied by Owner, during the Term of this Agreement.
5. BPHC shall provide 24-hour security for the Building and Property during the term of this Agreement.
6. BPHC shall ensure daily cleaning and sanitizing of common facilities of the Building.
7. BPHC shall clean the Guest Rooms at least twice per week, with full "tub scrub" bathroom cleaning up to twice per week.
8. BPHC will provide biohazard response services through a vendor as necessary.
9. BPHC shall ensure all Guest Room linens are laundered at least once per week.
10. BPHC shall allow Occupants access to the on-site coin-operated washing machine and dryer for personal laundry as needed.
11. BPHC and Owner shall identify a contact staff person for any vendor contacts, deliveries, or other day-to-day needs during the Term of this Agreement.
12. BPHC has the right or organize the furnishings in the common facilities of the Building to meet operational needs.
13. The Building will be staffed 24 hours a day by BPHC or partner staff.
14. BPHC shall conduct regular room checks, at least every other day, to ensure the health and safety of the Occupants and the good condition of the Guest Rooms and Building.
15. BPHC shall maintain regular communication with the Owner's maintenance staff and report any repair needed in a timely manner.
16. BPHC shall be entitled to use any non-proprietary office equipment (computers, printers, key machine, etc.) and appliances in guest, staff, and storage areas.
17. BPHC shall provide meals to Occupants as needed and shall have use of any kitchen facilities in the Building.
18. As more particularly set forth in Article 7, Section N, BPHC shall conduct a deep cleaning and sanitization upon guest departure, consistent with standards and recommendations of the Centers for Disease Control and Prevention, if there is the presence of COVID-19 in the room. Otherwise, normal cleaning is standard at the end of an individual's stay.
19. BPHC shall return all Guest Rooms, Building common facilities and other space occupied pursuant to this Agreement in "broom clean" condition at the end of the Agreement.