Massachusetts Residential Lease Agreement

1. Parties The parties to this agreement are the Landlord:
   Name: _____Address:_____
   City/State/Zip: _____phone#_____
   The tenant:
   Name: _____Address:_____
   City/State/Zip: _____phone#_____

2. Property Landlord rents to Tenant a dwelling located at:
   Address:_____City/State/Zip: _____

3. The term of this lease shall be _____commencing on: ___(day) of _____(month) _____(year) until ___(day) of _____(month) _____(year). This lease shall automatically self-extend under the same terms and conditions as the initial lease and shall continue in full force and effect from month- to -month unless and until otherwise terminated.

4. The rent shall be $ _____/ month payable on the _____day of every month, in advance, so long as this lease is in force.

5. The following appliances and furniture:
   Stove, refrigerator, _____
   are included in the rental of these premises.

6. Security Deposit: Upon the execution of this Agreement, Tenant shall deposit with Landlord the sum of _____Dollars ($_____)
   Receipt of which is hereby acknowledged by the Landlord, as security for any damage caused to the Premises during the term of the lease. In accordance with ALM GL ch. 186, § 15B, such deposit received by the Landlord shall be held in a separate, interest-bearing account in a bank, located within the Commonwealth under such terms as will place such deposit beyond the claim of creditors of the Landlord. Such deposit shall be returned to the Tenant, with interest at the rate of five per cent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held, and less any set off for damages to the Premises upon the termination of this Agreement.

7. Occupants The Tenant shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed below and except any children born to or adopted by such individuals during the term of this lease; however the landlord reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the State Sanitary Code.
   _____
   _____
   _____

8. Notices All notices shall be in writing and shall be given to the Tenant at the dwelling; all rents and all notices, which shall be in writing, shall be given to the Landlord at:

(name of landlord or landlord's representative) (address) (phone)

In case of emergency, Tenant shall contact the following person:

(name of landlord) (address) (phone)

9. Utilities Utilities shall be paid by the party indicated on the following chart:
(Please place checkmark under the person who will pay for the utility.)

	LANDLORD	TENANT	MUNICIPALITY
Electricity			
Gas			
Heat*			
Garbage Collection			
Trash Removal			
Hot Water*			
Other _____			

- The Landlord must provide the facilities for the provision of heat and hot water.

TENANT AGREES

7. Use of Property Tenant shall use the property for residential purposes only. Tenant agrees not to engage in or permit any household members, relatives, guests, invitees or agents to engage in any unlawful use of the dwelling unit, common areas or grounds.
8. Notice of Absence from Unit Tenant shall notify the landlord in writing if the dwelling unit will be left unoccupied by at least one adult household member for a period of longer than 30 days, and shall advise Landlord how to contact Tenant during such period.
9. Tenant's Duty to Maintain Premises The Tenant shall maintain the premises in a clean and neat condition and at all times comply with an occupant's obligations under Article II of the Massachusetts State Sanitary Code.
10. Waste of Utilities Tenant shall make every reasonable effort to conserve the use of utilities supplied and paid for by the Landlord and shall not waste the same.
11. Damage Tenant shall use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended and shall not litter, destroy, deface, damage or remove any part of the dwelling unit, common areas or grounds. Tenant shall pay amounts due for repairs for property damage, reasonable wear and tear excepted, caused by the intentional or negligent conduct of Tenant, a member of the Tenant's household, relatives, invitees, guests or agents upon receipt of a bill from Landlord. The written bill shall include items of damage, the corrective action taken and the cost thereof.
12. Alterations No substantial alterations, addition or improvement shall be made by Tenant in or to the dwelling unit without the permission of Landlord in writing. Such consent shall not be unreasonably withheld, but may include the Tenant's agreeing to restore the dwelling unit to its prior condition before moving out.
13. Locks Tenant shall not change, alter, replace or add new locks **without written consent of Landlord.** Any locks so permitted to be installed shall become property of the Landlord and shall not be removed by Tenant. The Tenant shall promptly give a duplicate key to any such changed, altered, replaced or new lock to Landlord.
14. Noise Tenant agrees not to allow on his/her premises any excessive noise or other activity which disturbs the peace and quiet of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.
15. Subleasing Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord. Such consent shall not be withheld without good reason. This paragraph shall not prevent Tenant from having guests for reasonably short periods of time.

16. Termination Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him/her and leave the premises as clean as she/he found them, normal wear and tear and damage by unavoidable casualty excepted, and return all keys to Landlord immediately upon vacating. The Tenant agrees that any personal property left in or about the premises after the Tenant has vacated shall be considered abandoned property, and the Landlord may sell or otherwise dispose of same without liability to the Tenant.
17. Permission for Landlord to Enter Unit Tenant agrees to allow landlord or its agents to enter the dwelling upon reasonable advance notice in order to inspect the premises, to exterminate for pests, to make repairs or to show the premises to prospective tenants, purchasers, mortgagers or their agents. The Tenant will not be unreasonable in denying entry. Landlord may also enter the premises without prior consent if it appears to have been abandoned by the Tenant or in case of emergency, and as otherwise permitted by law or court order.

LANDLORD AGREES

18. Maintenance of Dwelling The Landlord agrees to maintain the premises in a structurally sound condition and to otherwise comply with an Owner's obligations under Article II of the Massachusetts State Sanitary Code. Substantial violations of the State Sanitary Code shall constitute grounds for abatement of rent.
19. Destruction of Premises If the premises are rendered uninhabitable by fire, flood or other natural disaster during the term of this agreement, this agreement shall be thereupon terminated.
20. Notification of Termination Landlord shall not terminate this lease except for serious or repeated breach of tenant's obligations hereunder. In cases of nonpayment of rent, Landlord may terminate the tenancy by a 14-day written notice to vacate. In all other cases, Landlord may terminate the tenancy by a 30-day written notice to vacate. Notwithstanding the foregoing, the Landlord may immediately terminate this Lease for any act or conduct of the Tenant, household member or guest which entitles the Landlord to evict or enjoin the Tenant under Massachusetts General Laws, Chapter 139, Section19.

ADDITIONAL PROVISIONS

21. If any, they are attached, initialed and dated by both parties, and are a part of this lease.

ATTACHMENTS

22. Tenant agrees to obey the Rules and Regulations which are attached to this lease and made a part thereof, which Landlord reserves the right to amend or supplement at any time.

CHANGES

23. No changes or additions to this lease shall be made except by written agreement between Landlord and Tenant. This lease and any attachments represent the entire agreement between Landlord and Tenant.
24. WHEREFORE, We, the undersigned, agree to this Lease, by signing two copies (one to be kept by Tenant and one by Landlord).

LANDLORDS	**TENANTS**
_____	_____
(signature)	(signature)
_____	_____
(date of signature)	(date of signature)
_____	_____
(signature)	(signature)
_____	_____
(date of signature)	(date of signature)

- Tenant is encouraged to carry renters insurance on personal belongings