MASSACHUSETTS RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES**. This Massachusetts Residential Lease Agreement (the "Agreement") made on _____ (mm/dd/yyyy) is between:

   Landlord Name: _____ (the "Landlord")
   Landlord Address: _____, AND

   Tenant Name(s): _____ (the "Tenant")

   The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

   HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY**. Landlord hereby leases the property located at: _____ to the Tenant (the "Premises").

3. **LEASE TERM**. This lease shall be considered a fixed lease. The Tenant shall be allowed to occupy the Premises starting on _____ (mm/dd/yyyy) and ending on _____ (mm/dd/yyyy) (the "Lease Term"). At the end of the Lease Term, the Tenant: (check one)

   ☐ - Can continue to lease the Premises on a month-to-month basis, under the same terms as this Agreement.

   ☐ - Must vacate (leave) the Premises.

4. **RENT**. The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of $_____ (the "Rent"). The Rent shall be due on the _____ day of each month (the "Due Date"). The Rent shall be paid via the following instructions: _____.

5. **LATE FEE**. If Rent is not paid by the Due Date: (check one)

   ☐ - The Tenant will be charged a fee of $_____. Rent is considered late if it has not been paid within _____ (#) day(s) after the Due Date.

   ☐ - There shall be NO Late Fee if the Rent is late.

6. **PRORATION PERIOD**. The Tenant: (check one)

☐ - Shall take possession of the Premises before the start of the Lease Term on _____ (mm/dd/yyyy) and agrees to pay a total of $_____ for the proration period (the "Proration Rent"). The Proration Rent shall be paid by the Tenant upon the execution of this Agreement.

☐ - Shall NOT be taking possession of the Premises before the start of the Lease Term.

7. **SECURITY DEPOSIT**. As part of this Agreement: (check one)

☐ - The Landlord requires a payment of $_____ (the "Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ (#) days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

☐ - The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. **RETURNED CHECKS (NON-SUFFICIENT FUNDS)**. If the Tenant pays the Rent with a check that bounces due to insufficient funds: (check one)

☐ - The Tenant will be required to pay a fee of $_____ per incident.

☐ - The Tenant will NOT be required to pay a fee.

9. **OCCUPANTS**. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

☐ - _____ (the "Occupant(s)").

☐ - There are NO Occupant(s) in addition to the Tenant.

10. **MOVE-IN INSPECTION**. Before, at the time of, or shortly after move-in, the Landlord and Tenant: (check one):

☐ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

☐ - Furnished (or will be furnished) with the following items:

_____.

☐ - NOT furnished.

12. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absent being the responsibility of the Tenant:

_____.

13. PARKING. The Tenant (check one):

☐ - Is allotted _____ (#) parking space(s):

☐ - Free of charge (included in the Rent)
☐ - At a cost of $_____ to be paid (☐ Upon execution of this Agreement | ☐ Monthly)

☐ - Is NOT provided parking.

14. PETS. The Tenant is: (check one)

☐ - Permitted to have _____ (#) pet(s) on the Premises, ONLY consisting of (list pet types):

_____.

If permitted, the Landlord shall charge a refundable pet deposit of $_____ to cover potential damage to the Premises caused by the Tenant's pet(s).

15. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following area(s): _____.

☐ - Prohibited on the Premises and all Common Areas.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant is to be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

☐ - Has the right to terminate this Agreement by providing _____ (#) days' notice to the Tenant.

☐ - Does NOT have the right to terminate this Agreement.

17. **NOTICES**. Any notice sent by the Landlord or the Tenant to each other shall use the following addresses:

    Landlord Mailing Address: _____

    Tenant Mailing Address: _____

18. **ACCESS**. Upon the beginning of the proration period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give the Tenant access in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement, all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

19. **RIGHT OF ENTRY**. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours' notice to inspect and make necessary repairs/alterations/improvements for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

20. **ATTORNEYS' FEES**. Should it become necessary for the Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

21. **NOISE**. The Tenant agrees not to cause or allow any noise or activity on the Premises which might disturb the peace and quiet of another Tenant and/or neighbor. Said noise and/or activity shall be a breach of this Agreement.

22. **GUESTS**. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant can stay on the Premises for periods not lasting for more than forty-eight (48) hours, unless otherwise approved by the Landlord in writing.

23. **EQUAL HOUSING**. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing as to provide the Landlord with ample time to seek the most appropriate route for providing said modifications to the Premises.

24. **WAIVER**. No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

25. **MAINTENANCE, REPAIR, & ALTERATIONS**. The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in a good, clean and sanitary condition and repair during the Lease Term and any renewal thereof. The Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by the Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. The Tenant agrees that no painting or alterations will be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall promptly notify the Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. The Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

26. **PREMISES DEEMED UNINHABITABLE**. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

27. **DEFAULT**. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default continues for the time-period specified in the written notice thereafter, the Landlord may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.
    The Tenant will be in default if:

    a. The Tenant does not pay the Rent or any other amounts as they are owed;
    b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or fire, safety, health, and/or criminal laws, regardless of whether arrest or conviction occurs;
    c. The Tenant abandons the Premises;
    d. The Tenant gives incorrect or false information in the rental application;
    e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under Massachusetts statute;
    f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
    g. As otherwise allowed by law.

28. **ABANDONMENT**. Abandonment shall have occurred if, without notifying the Landlord, the Tenant is absent from the Premises for the Massachusetts-mandated minimum time-period, or seven (7) days, whichever length of time is less. In the event of Abandonment, the Landlord will have the right to immediately terminate the Agreement and remove the Tenant's personal possessions.

29. **POSSESSION**. The Tenant has examined the condition of the Premises, and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

30. **ASSIGNMENT AND SUBLETTING**. The Tenant shall not assign this Agreement or sublet any portion of the Premises without prior written consent of the Landlord, which shall not be unreasonably withheld.

31. **JOINT AND SEVERAL**. If the Tenant is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

32. **HAZARDOUS MATERIALS**. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

33. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

34. **RETALIATION**. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including, but not limited to, restricting access to the Premises, decreasing or cancelling services or utilities, failing to repair appliances or fixtures, or any other type of act that could be considered unjustified.

35. **INDEMNIFICATION**. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any

claims or damages unless caused solely by the Landlord's negligence. It is recommended that renters insurance be purchased at the Tenant's expense.

36. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Massachusetts.

37. LEAD BASED PAINT. The Premises (check one):

☐ - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

☐ - Was NOT built prior to 1978.

38. ADDITIONAL PROVISIONS.

39. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: ______________________________ Date: _______________

Printed Name: ________________________________

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Tenant's Signature: ______________________________ Date: _______________

Printed Name: ________________________________

Tenant's Signature: ______________________________ Date: _______________

Printed Name: ________________________________

REQUIRED DISCLOSURES

1. **SECURITY DEPOSIT RECEIPT.** In accordance with c. 186, § 15B(2)(a) of the General Laws of Massachusetts, the tenant has the right to a receipt that contains information regarding the manner in which their security deposit will be used, the financial institution at which it will be deposited, and the individual who will be receiving the funds.

2. **FIRE INSURANCE.** Within fifteen (15) days of the tenant's request, the landlord must provide the tenant with the name of the insurance company, the amount of insurance provided, and the name of the individual who would receive payment in accordance with c. 186, § 21 of the General Laws of Massachusetts.

3. **STATEMENT OF CONDITION.** If a security deposit is delivered to the landlord, they are required to provide a written statement of the condition of the premises in accordance with c. 186, § 15B(2)(c) of the General Laws of Massachusetts.

Apartment Condition Statement

This is a statement of the condition of the premises you have leased or rented. *Please read it carefully to be sure it is correct.* If it is correct, sign and date below. ***You may want to make a copy for your records.*** If you sign it, 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 Landlord, Lessor or Agent within 15 days after you receive it or within 15 days after you move in, *whichever is later*. If you do not return this statement within the specified time period, a court may later view your failure to return it as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

To: _____
Tenant / Lessee

_____
Unit / Apt #

_____
Address

_____
City State Zip Code

Re: Rental property located at:

_____
Unit / Apt #

_____
Address

_____
City MA State Zip Code

After inspecting the premises on _____, we have found the present condition to be as follows:

- ☐ Apartment is clean
- ☐ Apartment is free of any damages
- ☐ The windows have screens and shades
- ☐ All appliances are in proper working condition
- ☐ Fire detector(s) are in proper working condition
- ☐ All plumbing fixtures are in proper working condition
- ☐ _____
- ☐ _____
- ☐ _____

Date _____ **Signature:** _____
Landlord / Lessor / Agent

_____
Landlord/Lessor/Agent

_____
Address

_____
Address

_____
City State Zip Code

_____ _____
Cell Phone Alternate Phone

AGREED AND ASSENTED TO: _____ _____
Signature of Tenant / Lessee **Date**