

Massachusetts Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Massachusetts Residential Lease ("Agreement") is between {TenantNames} (collectively, the "Tenant") and {PropertyManagerEntity} ("Landlord"). The manager is {PropertyManagerName}. The manager's phone number is {PropertyManagerPhone}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} ("Premises").
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} ("Agreement Term").
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If rent remains unpaid for **30 days**, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** If applicable, for the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **LAST MONTH'S RENT.** Unless Tenant and Landlord have executed a separate written last month's rent agreement or addendum, Tenant shall not be required to pay prior to the commencement of the tenancy rent for the last full month of occupancy.

9. **SECURITY DEPOSIT.** Security deposits in Massachusetts are governed by Mass. Gen. Laws ch. 186, § 15B.

- A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. The security deposit may not exceed the first full month's rent.
- B. **Separate Account For Security Deposit.** Landlord shall place the security deposit in a separate, interest-bearing bank account located in Massachusetts.
- C. **Receipt.** Landlord shall provide a receipt to Tenant within **30 days** after such deposit is received by Landlord. The receipt shall indicate the name and location of the bank in which the security deposit has been deposited, the amount, and account number of said deposit. Landlord's failure to comply with subsections (B) and (C) shall entitle Tenant to immediate return of the security deposit.
- D. **Written Statement Of Present Condition.** Upon receipt of the security deposit (or within 10 days after commencement of the tenancy, whichever is later) Landlord shall furnish to Tenant a separate written statement of the present condition of the Premises. Such written statement shall contain a comprehensive listing of any damage then existing in the Premises, including, but not limited to, any violations of the state sanitary or state building codes certified by a local board of health or building official or adjudicated by a court and then existing in the Premises. Such statement shall be signed by Landlord and contain the following notice in twelve-point bold-face type at the top of the first page thereof:

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 days after you receive this list or within fifteen 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.

If Tenant submits to Landlord a separate list of damages, Landlord shall, within 15 days of receiving said separate list, return a copy of said list to Tenant with either such Landlord's signed agreement with the content thereof or a clear statement of disagreement attached.

- E. **Interest Payment.** The security deposit shall accrue 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.

Landlord shall pay the interest to Tenant each year. However, in the event that the tenancy is terminated before the anniversary date of such tenancy, Landlord shall pay to Tenant all accrued interest within **30 days** of such termination. Such interest shall be beyond the claims of Landlord, except as provided for in this section. At the end of each year of a tenancy, Landlord shall give or send to Tenant a statement which shall indicate the name and address of the bank in which the security deposit has been placed, the amount of the deposit, the account number, and the amount of interest payable by Landlord to Tenant. Landlord shall at the same time give or send to Tenant the interest which is due or shall include with the statement a notification that Tenant may deduct the interest from Tenant's next rental payment. If, after **30 days** from the end of each year of the tenancy, Tenant has not received such notice or payment, Tenant may deduct the interest due from Tenant's next rent payment.

F. **Return Of Security Deposit.** Within **30 days** after the termination of the tenancy, Landlord shall return to Tenant the security deposit or any balance thereof; provided, however, that Landlord may deduct from such security deposit for the following:

- i. any unpaid rent or water charges which have not been validly withheld or deducted pursuant to any general or special law;
- ii. any unpaid increase in real estate taxes which Tenant is obligated to pay pursuant to an Adjustment for Property Taxes Addendum, if any; and
- iii. a reasonable amount necessary to repair any damage caused to the Premises by Tenant or any person under Tenant's control or on the Premises with Tenant's consent, reasonable wear and tear excluded. In the case of such damage, Landlord shall provide to Tenant within **30 days** an itemized list of damages detailing the nature of the damage and of the repairs necessary to correct such damage, and written evidence, such as estimates, bills, invoices, or receipts, indicating the actual or estimated cost thereof. No amount shall be deducted from the security deposit for any damage to the Premises which was listed in the separate written statement of the present condition of the Premises which was required to be given to Tenant prior to the execution of this Agreement or any damages listed in any separate list submitted by Tenant and signed by Landlord or his agent pursuant, unless Landlord 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 Tenant or by any person under Tenant's control or on the Premises with Tenant's consent. Nothing in this subsection shall limit the right of Landlord to recover from Tenant, who willfully or maliciously destroys or damages the real or personal property of Landlord, any amounts necessary when the cost of repairing or replacing such property exceeds the amount of such security deposit.

10. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service. Per Mass. Gen. Laws ch. 186, § 26, Landlord shall, upon the request of Tenant or a household member, change the locks of the Premises in which Tenant or household member lives if Tenant or household member reasonably believes that Tenant or household member is under an imminent threat of domestic violence, rape, sexual assault, or stalking at the Premises.
11. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
12. **SMOKING.** Smoking {Smoking} permitted in the Premises.
13. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
14. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Tenant's Notice.** At least **30 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of \${MonthlyRent}** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the holdover tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

15. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term, except for adjustments for property taxes under Adjustment for Property Taxes Addendum, if any. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
16. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
17. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
18. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
19. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord Responsibilities.** Landlord warrants that the Premises is fit for human habitation, as provided under Massachusetts law. Landlord shall comply with all applicable building and housing codes materially affecting health and safety, and shall make all repairs and do whatever is necessary to keep the Premises in a fit and habitable condition. If any defective condition is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such condition shall not constitute a breach of Landlord's obligations under this subsection.
 - B. **Tenant Responsibilities.** Tenant shall not destroy, deface, damage, impair or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Tenant shall:
 - i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
 - ii. keep the Premises clean, sanitary, and in good condition;
 - iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
 - iv. be responsible for cleaning and routine maintenance;

- v. dispose promptly of all rubbish, garbage, and other waste; and
 - vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.
- 20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
- 21. **REPAIRS AND ALTERATIONS.**
 - A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
 - B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.
 - C. **Tenant's Repair And Deduct Remedy.** If Landlord fails to correct violations of the standards for human habitation in this Agreement above after receipt of notice from the proper authorities, Tenant may repair the conditions constituting the violations and deduct the cost of repairs from any rent due, per the procedures described in Mass. Gen. Laws ch. 111, § 127(L).
- 22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
 - A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
 - B. damages the Premises, common areas, or surrounding property; or
 - C. disturbs the peace and quiet of any other tenant or nearby resident.
- 23. **RULES AND REGULATIONS.**
 - A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises.

They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

24. **FORECLOSURE OF PREMISES.** Per Mass. Gen. Laws ch. 186, § 13A, upon a foreclosure of the Premises, Tenant shall be deemed a tenant at will. Foreclosure shall not affect the tenancy agreement if Tenant's rental payment is subsidized under state or federal law, and the foreclosing entity shall assume the lease and rental subsidy contract with the rental subsidy administrator.

25. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

26. **ABANDONMENT.**

A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.

B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.

C. **Personal Property.**

Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Tenant hereby relieves Landlord of all liability for doing so.

{SignatureBlock_ALL_Initials}

27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Per Mass. Gen. Laws ch. 186, § 15(B)(1)(a), Landlord may enter the Premises for the following purposes:
- A. to inspect the Premises;
 - B. to make repairs;
 - C. to show the Premises to a prospective tenant, purchaser, or mortgagee;
 - D. to comply with a court order;
 - E. to determine if Tenant abandoned the Premises; or
 - F. to inspect, within the last 30 days of the tenancy or after either party has given notice to the other of intention to terminate the tenancy, the Premises for the purpose of determining the amount of damage, if any, to the Premises which would be cause for deduction from any security deposit held by Landlord.
28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
30. **GROUND FOR TERMINATION OF THE TENANCY.**
- A. **Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;

- ii. Tenant misrepresents any material fact on Tenant's rental application; or
- iii. Tenant uses the Premises for the purposes of prostitution, assignation, lewdness, illegal gaming, or the illegal keeping or sale of alcoholic beverages, or other common nuisances per Mass. Gen. Laws ch. 139, § 19; or
- iv. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. Landlord fails to correct violations of the standards for human habitation in this Agreement above within 14 days after receipt of notice from the proper authorities, per Mass. Gen. Laws ch. 111, § 127(L).
- ii. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- iii. Tenant is a victim of domestic violence, per Mass. Gen. Laws ch. 186, § 24; or
- iv. otherwise provided by law.

31. INSURANCE AND LIABILITY.

- A. Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary.
- B. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
- C. Within 15 days of written request by Tenant, Landlord shall disclose in writing the name of the company insuring the property against loss or damage by fire and the amount of insurance provided by the company and the name of any person who would receive payment for a loss covered by such insurance, per Mass. Gen. Laws ch. 186, § 21.

32. SUBORDINATION. This Agreement is subordinate to any existing or future mortgages or deeds of trust.

33. RELEASE OF TENANT INFORMATION TO THIRD PARTIES. Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.

34. EMINENT DOMAIN. If any part of the Premises is condemned through power

of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.

35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}, {PropertyManagerPhone}
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per Mass. Gen. Laws ch. 186, § 15D, Landlord shall provide Tenant with an executed copy of this Agreement within **30 days** of execution.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}