

MASSACHUSETTS LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____ (the "Effective Date"), by and between:

I. THE PARTIES

LANDLORD (LESSOR):

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

TENANT (LESSEE):

Name(s):

Mailing Address (if different from Premises): _____

Phone: _____

Email: _____

II. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at:

Address: _____

City: _____

State: Massachusetts

Zip Code: _____

(hereinafter referred to as the "Premises").

The Premises includes the following furnishings and appliances:

III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** Beginning on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **MONTH-TO-MONTH:** Beginning on the ____ day of _____, 20____ and continuing on a month-to-month basis. This Agreement may be terminated by either party giving the other at least thirty (30) days' written notice, or a rental period's notice, whichever is longer.

IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$
_____ per month.

The rent is due on the _____ day of each month.

The first month's rent is due upon the execution of this Agreement.

Rent shall be paid via the following method(s):

V. LATE FEES AND RETURNED CHECKS

Late Fees: Pursuant to Massachusetts General Laws (M.G.L.) c. 186, § 15B(1)(c), no late fee, interest, or penalty regarding the late payment of rent may be charged until the payment is thirty (30) days overdue. If rent is not received within thirty (30) days of the due date, a late fee of \$
_____ may be charged.

Returned Checks: If a check is returned for insufficient funds, the Tenant shall pay a fee of \$
_____ (not to exceed actual bank charges plus reasonable handling fees).

VI. SECURITY DEPOSIT

(Check one)

☐ The Landlord **DOES NOT** require a Security Deposit.

☐ The Landlord requires a Security Deposit in the amount of \$
_____ (cannot exceed one month's rent).

Statutory Compliance (M.G.L. c. 186, § 15B):

1. **Holding of Deposit:** The Security Deposit shall be held in a separate, interest-bearing account in a bank located within the Commonwealth of Massachusetts, protected from the Landlord's creditors.

Bank Name: _____

Bank Address: _____

2. **Receipt:** The Landlord shall provide the Tenant with a receipt within thirty (30) days of receiving the Security Deposit, indicating the name and location of the bank and the account number.

3. **Interest:** If the tenancy lasts for one (1) year or longer, the Landlord must pay the Tenant interest on the Security Deposit at a rate of 5% per year or the actual interest earned by the bank, whichever is less.

4. **Return of Deposit:** The Security Deposit, plus any accrued interest, generally must be returned to the Tenant within thirty (30) days after the Tenant vacates the Premises. Deductions may only be made for:

a. Unpaid rent or water/sewer charges (if applicable);

b. Reasonable costs to repair damage caused by the Tenant (excluding normal wear and tear);
and

c. Unpaid real estate taxes (if the lease requires the Tenant to pay them).

VII. LAST MONTH'S RENT

(Check one)

☐ The Landlord **DOES NOT** require prepayment of Last Month's Rent.

☐ The Landlord requires prepayment of Last Month's Rent in the amount of \$

_____ .

Statutory Compliance:

If Last Month's Rent is collected, the Landlord shall pay the Tenant interest at a rate of 5% per year or the actual bank interest rate, whichever is less. This interest must be paid or credited to the Tenant annually.

VIII. STATEMENT OF CONDITION

Pursuant to M.G.L. c. 186, § 15B(2)(c), if a Security Deposit is collected, the Landlord must provide the Tenant with a separate written Statement of Condition within ten (10) days of the commencement of the tenancy. This statement details the condition of the Premises and any existing damage. The Tenant has fifteen (15) days to review, sign, and return the statement with any objections.

IX. UTILITIES AND SERVICES

Responsibility for utilities and services shall be as follows:

Electricity:

☐ Landlord ☐ Tenant

Gas/Heating Fuel:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

(Note: Under M.G.L. c. 186, § 22, Landlords may only charge Tenants for water/sewer if the unit is separately metered, low-flow devices are installed, and a written certification is filed with the local board of health.)

Trash Removal:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Landscaping:

☐ Landlord ☐ Tenant

Internet/Cable:

☐ Landlord ☐ Tenant

X. OCCUPANTS AND GUESTS

The Premises shall be occupied strictly for residential purposes by the following named persons only:

Guests staying more than _____ days in a six-month period require the Landlord's written consent.

XI. PETS

(Check one)

☐ **NO PETS:** No pets or animals of any kind are permitted on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s):

Description: _____

Pet Fee (if applicable and legal): \$ _____

XII. LEAD-BASED PAINT DISCLOSURE

Housing Built Before 1978:

If the Premises was constructed prior to 1978, the Landlord must provide the Tenant with the "Property Transfer Notification Certification" regarding lead paint pursuant to M.G.L. c. 111, § 197A.

(Check one)

☐ The Premises was built before 1978. The Tenant acknowledges receipt of the Lead Paint Disclosure and Certification.

☐ The Premises was built in 1978 or later.

XIII. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises at reasonable times, upon reasonable notice (generally 24 hours), for the following purposes in accordance with M.G.L. c. 186, §

15B(1)(a):

1. To inspect the Premises;
2. To make repairs;
3. To show the Premises to prospective tenants, purchasers, or lenders;
4. In accordance with a court order;
5. If the Premises appears to have been abandoned; or
6. To inspect within the last thirty (30) days of the tenancy to determine damages.

In the event of an emergency involving potential danger to person or property, the Landlord may enter without prior notice.

XIV. MAINTENANCE AND REPAIRS

Landlord's Obligations: The Landlord agrees to maintain the Premises in a condition fit for human habitation and in compliance with the State Sanitary Code (105 CMR 410.000). This includes maintaining structural elements, heating, and hot water systems.

Tenant's Obligations: The Tenant agrees to keep the Premises clean and sanitary, to properly use all electrical, plumbing, and heating fixtures, and to not deliberately or negligently destroy, deface, damage, or remove any part of the Premises.

XV. NOTICES

Any notice required by this Agreement or by law shall be in writing.

Notices to the Landlord shall be sent to:

Notices to the Tenant shall be sent to the Premises address.

XVI. MANAGER INFORMATION (M.G.L. c. 186, § 21)

The following person is authorized to manage the Premises and accept service of process and notices:

Name: _____

Address: _____

Phone: _____

XVII. DEFAULT AND TERMINATION

If the Tenant fails to pay rent, the Landlord may terminate this Agreement by giving a fourteen (14) day written Notice to Quit, pursuant to M.G.L. c. 186, § 11.

If the Tenant breaches any other provision of this Agreement, the Landlord may terminate this Agreement by giving seven (7) days' written notice (or such other notice period as required by law) to vacate.

XVIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIX. ADDITIONAL TERMS AND CONDITIONS

The following additional terms apply to this Agreement:

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

XXI. SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned notary public,
personally appeared _____ (name of document signer),
proved to me through satisfactory evidence of identification, which were
_____, to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily
for its stated purpose.

Signature of Notary Public: _____

My Commission Expires: ____ day of _____, 20____

(Seal)