

LEASE AGREEMENT

1. **Parties.** The parties to this agreement are the Landlord, _____, and the tenant (s) _____.

2. **Property.** Landlord rents the following to Tenant: A dwelling located at _____
(St. and Apt. #) _____ (City) Massachusetts.

3. **Terms.** Lease shall run from ___/___/___ to ___/___/___ for a total of ___ months.
Rent payments shall be \$ _____ per _____.

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:

Landlord's Name: _____

Address: _____

Phone: _____

IN CASE OF EMERGENCY the Tenant shall contact the following:

Name: _____

Address: _____

Phone: _____

4. **Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T".

Item	Provided by	Paid by
Heating	Natural Gas	
	Bottle Gas	
	Oil or Electric	
	Coal or Other	
Cooking	Natural Gas	
	Bottle Gas	
	Oil or Electric	
	Coal or Other	
Other Electric		
Air Conditioning		
Water Heating	Natural Gas	
	Bottle Gas	
	Oil or Electric	
	Coal or Other	
Water		
Sewer		
Trash Collection		
Refrigerator		
Range		
Microwave		
Other (specify)		

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

5. Occupants

No persons other than those listed below may occupy the premises without the written permission of the Landlord.

<u>Name</u>	<u>Relationship to Tenant</u>

6. **Parking.** A parking space shall [] shall not [] be provided by the Landlord for _____ vehicles.

THE TENANT AGREES

7. Use of property.

Tenant shall use the property for residential purposes.

8. Maintaining the Premises

Tenant shall maintain the premises in a neat and clean condition and shall at all time comply with the provisions of Chapter II of the State Sanitary Code of Massachusetts.

9. Alterations

No substantial alteration, addition or improvement shall be made by the Tenant in or to the dwelling unit without written permission of the Landlord. Such permission will not be unreasonably withheld.

10. Noise

Tenant agrees not to allow any excessive noise or other activity which disturbs the peace and quiet of others. The Landlord agrees to prevent other Tenants and other persons in the building from similarly disturbing Tenant's peace and quiet.

11. Subleasing

Tenant shall not assign this agreement or sublet the dwelling unit without the written permission and consent of the Landlord. This paragraph shall not prevent the Tenant from having guests for reasonably short periods of time.

12. Notice of need for Repair

Tenant agrees to notify the Landlord promptly of any need for repair on the premises or in the Tenant's dwelling.

13. Pets

Tenant is allowed to keep the following pets: _____
No other pets may be kept on the premises without the Landlord's written permission.

14. Locks

Tenant may not change locks without notifying Landlord and providing keys to Landlord.

15. Termination

Landlord may terminate this lease upon the breach of any obligation of the Tenant under this lease. In the event that the Tenant fails to pay rent when it becomes due, the owner may terminate this lease by giving the Tenant notice of termination in writing at least 14 days prior to the termination date in accordance with Mass. General Laws, Chapter 186, Sec. I 1. In the event that the Tenant breaches any obligation of this lease other than nonpayment of rent, Landlord may terminate this lease by giving Tenant written notice of termination at least seven (7) days prior to the termination date. Any such notice will specify the reason(s) for the termination. Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises clean (normal wear and tear excepted).

LANDLORD AGREES

16. Maintenance of Dwelling

The Landlord agrees to maintain the dwelling in a structurally sound condition and to otherwise comply with Chapter II of the State Sanitary Code. Substantial violations of the State Sanitary Code shall constitute grounds for the abatement of rent.

17. Inspection by landlord

Landlord may not enter the dwelling before the termination date of the lease, except to inspect the premises, to make repairs, or to show the unit to a future Tenant or prospective purchaser of the dwelling. Landlord will contact Tenant before entry to arrange a suitable time. Only in an emergency may Landlord enter without prior consent. If such entry is made for an emergency, Tenant shall be notified of the occurrence.

18. Smoke Detectors

Shall be tested and inspected by the Landlord at least every 6 months.

19. Destruction of Premises

If the premises are rendered uninhabitable by fire, flood, or other natural disaster during the term of this lease, the agreement is thereupon terminated.

20. Security Deposit

The Landlord acknowledges receipt of a security deposit in the amount of \$ _____ paid by the Tenant on _____. Landlord will hold the security deposit in a separate, interest-bearing account and give the Tenant receipt and notice of the bank and account number. The Landlord will pay interest at the end of each year of the tenancy if the security deposit is held for one year longer from the commencement of the tenancy. The Landlord will give the Tenant separate written statement of present condition of the premises and if the Tenant disagrees with the Landlord's statement of condition, the Tenant must attach a separate list of any damage existing in the premises and return the statement to the Landlord. The Landlord will return the security deposit, with interest, less lawful deductions as provided in Mass. General Laws, Chapter 186, Sec. 15B within thirty days after the end of the tenancy. If the Landlord deducts for damage to the premises, the Landlord will provide the Tenant with an itemized list of damage and written evidence indicating the actual or estimated costs of repairs necessary to correct the damage. No amount will be deducted from the security deposit for any damage which was listed in the statement of condition provided by the Landlord or which was listed in the separate list submitted by the Tenant and signed by the Landlord. If the Landlord transfers the dwelling unit, the Landlord will transfer the security deposit, with any accrued interest to the Landlord's successor in interest for the benefit of the Tenant.

21. Additional Provisions

Any additional provisions should be attached, initialed, and dated by both parties and become part of this agreement.

22. Changes

No changes to this lease shall be made except by written agreement between Landlord and Tenant. This lease and any attachments thereto represents the entire agreement between Landlord and Tenant.

23. Severability

If any provision of this lease shall be held unenforceable, it shall not affect the validity of any other remaining provisions of this lease.

24. Receipt of Copy of Lease

By signing this lease, Tenant acknowledges receipt of an executed copy of this lease.

Wherefore, we the undersigned, agree to this lease by signing two copies of this lease this date:

Landlord: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____