MASSACHUSETTS RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Residential Lease Agreement ("Agreement") is made on the undersigned date by and between:

   Landlord's Name: _____

   Mailing Address: _____

   Tenant's Name: _____

   Mailing Address: _____

2. **PROPERTY.**

   Property Address: _____

   - Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: _____
   - Bedroom(s): _____
   - Bathroom(s): _____

3. **TERM.**

   ☐ Standard Lease: Start Date: _____, End Date: _____.

   ☐ Month-to-Month Lease: Start Date: _____ Termination: _____ Days' Notice

4. **RENT.**
   Monthly: $_____ due on the _____ day of each month

5. **SECURITY DEPOSIT**

   ☐ None ☐ Deposit: $_____ returned within _____ days after lease end.

6. **LATE FEE.**

   ☐ None ☐ Fixed: $_____ per ☐ occurrence ☐ day

   ☐ Interest: _____ % per annum.

7. **NSF FEE.**

   ☐ None ☐ NSF Fee: $_____

8. **EARLY MOVE-IN.**

   ☐ None ☐ Date: _____ Prorated Rent: $_____

9. **UTILITIES.**

Landlord pays: ☐ None ☐ _____

10. PETS.

☐ None ☐ Allowed: _____ pets, Deposit: $_____ refundable ☐ non-refundable.

11. SUBLETTING.

☐ Prohibited ☐ Allowed with Landlord's consent.

12. NOTICES.

Landlord: ☐ Address in Section 1 ☐ _____

Tenant: ☐ Property Address ☐ _____

13. OTHER TERMS AND DISCLOSURES.

- Lead Paint Disclosure Form - if built before 1978.
- Owner Identification - All agreements must state the name and address of person in charge.
- Abandonment – Tenants must give the landlord a notice if absent from property for a long period of time.

Additional Terms: _____.

14. MOVE-IN INSPECTION.

☐ Not Required ☐ Move-In Inspection Required (document property condition at move-in)

15. PARKING.

☐ None ☐ ____ Space(s) ☐ No Fee ☐ Fees: $_____.

16. APPLIANCES.

Included: ☐ Refrigerator ☐ Stove/Oven ☐ Washer/Dryer ☐ Other:

_____

17. FURNISHINGS.

☐ Not Furnished ☐ Furnished: ☐ Bedroom ☐ Kitchen ☐ Living Room ☐ Other:_____.

18. RENTAL INSURANCE.

☐ Not Required ☐ Required: Minimum Coverage $_____

19. SMOKING POLICY.

☐ No Smoking ☐ Smoking is Allowed

20. MAINTENANCE.

Landlord responsible for major repairs. Tenant responsible for minor repairs and reporting damages immediately.

21. DEFAULT.

If Tenant defaults on rent or other terms, Landlord may terminate the lease and take legal action.

22. TERMINATION.

☐ Lease terminates on end date unless renewed.

☐ Month-to-month with _____ days' notice for termination.

23. DISPUTE RESOLUTION

Any disputes will be resolved through binding arbitration.

24. MISCELLANEOUS

Tenant cannot make alterations without Landlord's consent. Both parties agree to comply with local laws.

25. RIGHT OF ENTRY

Landlord may enter the property with _____ hours' notice for maintenance, inspections, or emergencies, in accordance with Alabama law.

26. QUIET ENJOYMENT

Tenant has the right to enjoy the property peacefully, without interference from the Landlord or other tenants, provided local noise ordinances and property rules are followed.

27. SALE OF PROPERTY

In the event the property is sold, the lease will transfer to the new owner, and tenants will be notified of the new contact information.

28. MILITARY CLAUSE

If the tenant is active military and receives orders to relocate or is deployed for more than 90 days, they may terminate the lease without penalty, in line with the Servicemembers Civil Relief Act.

29. HAZARDOUS MATERIALS

Tenant agrees not to store hazardous or flammable materials (e.g., gasoline, fireworks) on the premises.

30. RESIDENTIAL USE ONLY

The property is for residential use only. No business may be operated from the premises without prior written consent from the Landlord.

31. ENTIRE AGREEMENT

This document constitutes the entire lease agreement between the parties. No other agreements, verbal or written, shall be binding unless included here or in an addendum signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord Signature: _____ Date: _____

Print Name: _____ Date: _____

Tenant Signature: _____ Date: _____

Print Name: _____ Date: _____

Tenant Signature: _____ Date: _____

Print Name: _____ Date: _____

AMOUNT DUE AT SIGNING

First (1st) Month's Rent: $_____

Security Deposit: $_____

Early Move-in (Proration Amount): $_____

Pre-Payment of Rent: $_____

Parking Fee: $_____

Pet Deposit: $_____

Total Amount Due: $_____

<u>REQUIRED DISCLOSURE FORMS</u>

1. **Lead-Based Paint Disclosure** – Required for all properties built before 1978.

2. **Security Deposit Receipt** – Receipt must outline terms for the tenant, including interest payments.

3. **Fire Insurance** – Landlord must disclose within 15-days of the lease start **date.**

4. **Follow-up Deposit Statement** – Within 30 days of receiving the security deposit, the landlord must provide the tenant with a statement showing the deposit amount, bank name, location, and account number.

5. **Inventory Checklist** – Within 10 days of receiving the security deposit or lease start, the landlord must provide a checklist for the tenant to note any defects. The tenant has 15 days to return it. Massachusetts law mandates a notice as well. The move-in checklist must include the following information:

"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."