

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.



CAPE COD & ISLANDS ASSOCIATION OF REALTORS, INC.

Lease

Lease, made this ... day of ...

By ... of ...

hereinafter called LANDLORD

And ... of ...

hereinafter called TENANT.

Witnesseth, That the LANDLORD above hereby leases to the TENANT above, the premises located at ... Massachusetts consisting of (Describe real and personal property)

The term of this lease shall be ... commencing at ... on ... and ending at ... on ...

And for such term, the TENANT agrees to pay \$ ... Said rent shall be payable in installments of \$ ... on the ... day of every month, in advance, so long as this lease is in force and effect.

During the lease term, the following charges shall be paid by the LANDLORD or TENANT as checked:

Table with 3 columns: Charge (A-L), LANDLORD, TENANT. Includes items like Oil, Gas, Electricity, Water, etc.

The LANDLORD hereby acknowledges receipt from the TENANT \$ ... as payment of the first month's rent, and the LANDLORD hereby acknowledges receipt from the TENANT \$ ... as payment of the last month's rent (calculated at the same rate as the first month's rent). The TENANT hereby acknowledges receipt of a written Last Month's Rent Receipt with reference to said last month's rent as required by law.

And for the heretofore described term, the TENANT further agrees to pay \$ ... (an amount not to exceed one month's rent) as a security deposit, receipt of which the LANDLORD hereby acknowledges; it being understood that said security deposit is not to be construed prepaid rent, but nor shall any damages claimed (if any) be limited to the amount of said security deposit. Said security deposit shall be deposited in escrow as required by law. The TENANT hereby acknowledges receipt of a written statement of conditions with reference to said security deposit as required by law, which statement must be returned to the LANDLORD or his agent within fifteen days of commencement of tenancy.

The LANDLORD hereby notifies the TENANT that ... of ...

is the person who is responsible for the care, maintenance and repair of the heretofore described property.

The LANDLORD hereby notifies the TENANT that ... is the person authorized to receive notices of violations of law and to accept service of process on behalf of the OWNER.

The parties hereto, in consideration of these presents, agree as follows:

1. That no more than \_\_\_\_\_ persons will occupy said premises.
2. That no alteration, addition, or improvement to the leased property shall be made by the TENANT without the written consent of the LANDLORD. Any alteration, addition, or improvement made by the TENANT after such consent shall have been given, and any fixtures installed as part thereof, shall at the LANDLORD'S option become the property of the LANDLORD upon the expiration or other earlier termination of this lease; provided, however, that the LANDLORD shall have the right to require the TENANT to remove such fixtures at the TENANT'S cost upon such termination of this lease.
3. That the TENANT shall maintain the leased premises in a clean condition and ; the TENANT will be responsible for all damage, breakage, waste, and/or loss to the premises, except normal wear and tear and unavoidable casualty which may result from occupancy; and upon termination of this lease the TENANT will leave the premises in the same general and good and habitable condition as found upon entry.
4. That the LANDLORD agrees to supply fixtures and household furnishings, equipment or other personal property *only as specifically* described within this agreement, and/or in accordance with the statement of conditions to be incorporated by reference herein.
5. That the words "LANDLORD" and "TENANT" as used herein shall include their respective heirs, executors, administrators, successors representatives, assigns, and / or agents. If more than one party signs as TENANT hereunder, the agreements herein of the TENANT shall be the joint and several obligations of each such party.
6. That the LANDLORD and TENANT agree that should the premises be destroyed by fire or other personal casualty so as to become unfit for human habitation that these presents shall thereby be ended, with refund to the TENANT for any rent term unused.
  - 6A. Subject to the conditions of paragraph six (6), the LANDLORD agrees that should the premises acquire a condition which amounts to a violation of law which may endanger or materially impair the health, safety, or well-being of the TENANT, or become unfit for human habitation; upon proper notice to or discovery by the LANDLORD thereof, the rent or a just portion thereof according to the nature and extent of the condition shall be suspended or abated until the condition is remedied, if such a remedy is reasonably possible during the lease term; provided, however, that said condition or violation of law was not caused by the TENANT or others lawfully upon said premises. If such a remedy is not reasonably possible, during the lease term the LANDLORD shall so notify the TENANT within thirty days after proper notice to or discovery by the LANDLORD of said condition; and after such notice to the TENANT by the LANDLORD either party may terminate the lease by written notice to the other party.
  - 6B. That the LANDLORD and TENANT further agree that should the premises be taken for any purpose by the exercise of the power of eminent domain that these presents shall thereby be ended with refund to the TENANT for any rent term unused, and that the TENANT does hereby assign to the LANDLORD any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done by a proper public authority in pursuance of such a taking.
7. That the TENANT agrees that it shall be the TENANT'S obligation to insure the TENANT'S personal property and the keeping of said personal property shall be at the sole risk of the TENANT.
8. That the TENANT agrees to indemnify and hold the LANDLORD harmless from any and all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the TENANT, or the TENANT'S family, guests, licensees, and or invitees, to and from any negligence, or illegal or improper conduct of any of said persons. Neither the TENANT or any of the heretofore described persons shall make or suffer offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with rights, comfort, safety or enjoyment of the LANDLORD or other occupants of the same or any other apartment, nor make any use whatsoever thereof other than as and for a private residence.
9. That the TENANT agrees that no articles of personal property shall be placed in common areas.
10. That any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered or certified mail, addressed to the TENANT at the building in which the leased property is located and to the LANDLORD at the address noted on this lease; unless either party has notified the other party in writing of a change of address for the purpose of notice.
11. That during the lease term the LANDLORD will keep and maintain the leased premises in such good repair, order and condition as the same are at the commencement hereof, reasonable wear and tear and damage by unavoidable casualty excepted. And the LANDLORD shall make all repairs, changes, alterations, and additions which may be required by any laws, ordinances, orders, or regulations of any public authorities having jurisdiction over the leased property except that the TENANT shall make all such repairs, changes, alterations, and additions required because of any use made of the leased property by the TENANT other than the proper and lawful use as a private residence, or because of any unlawful action or any negligence of the TENANT or any breach or default by the TENANT under this lease.
12. That TENANT agrees to allow the LANDLORD to enter and view the premises, both inside and outside:
  - A) to inspect the premises;
  - B) to make repairs thereto;
  - C) to show the same to a prospective TENANT or PURCHASER;
  - D) pursuant to a Court Order; and
  - E) to protect the premises if it appears that said premises have been abandoned by the TENANT;
  - 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 the LANDLORD pursuant to law.
13. That if the TENANT defaults, breaches and / or otherwise fails to comply as regards any of the terms, conditions, covenants, obligations, or agreements, expressed herein or implied hereunder, the LANDLORD, without necessity or requirement of making any entry may terminate this lease by:
  - A) a seven (7) days written notice to the TENANT to vacate said premises in case of any breach except only for nonpayment of rent, or
  - B) a fourteen (14) day written notice to the TENANT to vacate leased premises upon the neglect or refusal of the TENANT to pay the rent as herein provided.

(Continued on Sheet 2)

**Any termination under this section shall be:**

- C) without prejudice to any remedies of the LANDLORD which might otherwise be used for arrears of rent use and occupancy or other breach of any of the said terms, conditions, covenants, obligations or agreements; or
- D) without prejudice to any remedies of the TENANT which might otherwise be authorized and / or required by the applicable laws and Regulations of the Commonwealth of Massachusetts.
- E) but nothing herein shall be construed as the application of interest or a penalty for the TENANT'S failure to pay rent until thirty (30) days after such rent shall have been due .

14. That the parties agree that in case of any termination of this lease by reason of the default of theTENANT, then at the option of the LANDLORD:

- A) the TENANT will forthwith pay to the LANDLORD as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term.
- B) the TENANT will furthermore indemnify the LANDLORD from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the TENANT. LANDLORD'S damages hereunder shall include, but shall not be limited to, any loss of rents, accrued by unpaid prior to termination; reasonable broker's commission for the re-letting of the leased premises; advertising costs; the reasonable costs incurred in cleaning and repainting the premises in order to re-let the same; moving and storage charges incurred by LANDLORD in moving TENANT'S belongings pursuant to eviction proceedings; legal costs and reasonable attorney's fees incurred by the LANDLORD in collecting any damages hereunder or in obtaining possession of the leased premises by summary process or otherwise, and to any and all other remedies provided by law.
- C) the LANDLORD may remove the TENANT'S goods or effects pursuant to a Court Order and the LANDLORD shall not be liable or responsible for any loss of or damage to TENANT'S goods or effects and the LANDLORD'S act of so removing such goods or effects shall be deemed to be the act of and for the account of TENANT, provided, however, that if the LANDLORD removes the TENANT'S goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

15. That no animals, birds, or pets of any description shall be kept in or upon the leased premises without the LANDLORD'S written consent, and consent so given may be revoked at any time.

16. That no surrender or acceptance of surrender of the leased premises shall be valid, unless so stipulated in writing by the LANDLORD.

17. That the TENANT shall not assign or sublet or permit the leased property or any part thereof to be used by others (except the TENANT named herein, the TENANT'S spouse, children, or guests for temporary visits), without the prior written consent of the LANDLORD in each instance. If this lease is assigned, or if the leased property or any part thereof is sublet, or occupied by anyone other than the TENANT, the LANDLORD may, after default by the TENANT, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as TENANT, or a release of the TENANT from further performance by the TENANT of the covenants of this lease. The consent by the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

18. That the waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

19. That if any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof **to other** persons or circumstances shall not be affected thereby.

20. That the LANDLORD acknowledges that provisions of applicable law forbid a LANDLORD from threatening to take or taking reprisals against any TENANT for seeking to assert his legal rights.

21. **LEAD PAINT:** Whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible materials contain dangerous levels of lead as defined pursuant to section one hundred and ninety-four, the owner shall remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age, with the provisions of Massachusetts General Laws, Chapter III, Section 197.

22. **UREA FORMALDEHYDE INSULATION - UFFI:** A LANDLORD of a residential dwelling containing UFFI shall disclose or cause to be disclosed to all prospective tenants and to all existing tenants the presence of UFFI in the dwelling. In the case of a prospective TENANT, a LANDLORD aware of the presence of UFFI in the dwelling shall make the disclosure before entering into a lease or rental agreement with the TENANT. The disclosure shall be made in writing, and shall be in the form of the disclosure set forth in 105 CMR 651.011(3) or as amended and shall be signed by the LANDLORD or its agent as well as by the prospective or existing TENANT. The LANDLORD shall keep a copy or a second original of the signed disclosure as proof of its delivery to the prospective or existing TENANT. As part of the disclosure, the LANDLORD shall also deliver or cause to be delivered to the prospective TENANT or existing TENANT at the time of the disclosure the current UFFI Information Sheet developed by and available at the Department.

23. That the LANDLORD agrees to pay a BROKER'S fee of \_\_\_\_\_ % of the total rental hereof to \_\_\_\_\_ upon receipt of the \_\_\_\_\_ rental payment for this lease from the TENANT.

**OPTIONAL PROVISIONS (Complete or delete if not applicable):**

24. That LANDLORD agrees to pay a broker's fee of \_\_\_\_\_ % of the total rental on any subsequent rentals of the premises to the TENANT, upon receipt of the rental payment from any subsequent rental to the TENANT.

25. In the event of a subsequent sale of the premises to the TENANT by the LANDLORD during the term of the tenancy or within \_\_\_\_\_ days after the expiration of the tenancy, a BROKER'S fee shall be paid by the LANDLORD based upon an amount of fee to be reasonably agreed upon between the BROKER and the LANDLORD, but such TENANT / BUYER shall be held harmless as to any dispute and/or litigation between the BROKER and the LANDLORD as to the determination of said fee.

**26. Additional Provisions:**

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals on the day and year first above written.

**LANDLORD** \_\_\_\_\_  
\_\_\_\_\_

**TENANT** \_\_\_\_\_  
\_\_\_\_\_

**BROKER** \_\_\_\_\_  
\_\_\_\_\_

The TENANT hereby acknowledges the receipt of an executed copy of this lease from the LANDLORD on \_\_\_\_\_, \_\_\_\_\_ which is within thirty (30) days of the signing of this document by said TENANT

**TENANT** \_\_\_\_\_

**RENT RECEIPT**

**TO:** \_\_\_\_\_ **RE:** \_\_\_\_\_  
(Tenant) \_\_\_\_\_  
\_\_\_\_\_ (Address) \_\_\_\_\_ (Description of Leased Premises )

I / We hereby acknowledge receipt of the following on this \_\_\_\_\_ day of \_\_\_\_\_

- 1. First Month's Rent \$ \_\_\_\_\_
- 2. Last Month's Rent \$ \_\_\_\_\_

**LAST MONTH'S RENT**

Any Landlord or his agent who receives, at or prior to the commencement of a tenancy, rent in advance for the last month of the tenancy from a tenant or prospective tenant shall give to such tenant or prospective tenant at the time of such advance payment a receipt indicating the amount of such rent, the date on which it was received, its intended application as rent for the last month of tenancy, the name of the person receiving it and, in the case of an agent, the name of the Landlord for whom the rent is received, and a description of the rented or leased premises, and a statement indicating that the tenant is entitled to interest on said rent payment at the rate of five percent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held or in accordance with M.G.L. Ch. 186 Section 15B as may be further amended, payable in accordance with the provisions of this clause, and a statement indicating that the tenant should provide the Landlord with a forwarding address at the termination of the tenancy indicating where such interest may be given or sent.

Any Landlord or his agent who receives said rent in advance for the last month of tenancy shall, beginning with the first day of tenancy, pay interest at the rate of five percent per year or other such lesser amount of interest as has been received from the bank where the deposit has been held or in accordance with M.G.L. Ch. 186 Section 15B as may be further amended. Such interest shall be paid over to the tenant each year as provided in this clause; provided, however, that in the event that the tenancy is terminated before the anniversary date of such tenancy, the tenant shall receive all accrued interest within thirty days of such termination. Interest shall not accrue for the last month for which rent was paid in advance. At the end of each year of tenancy, such Landlord shall give or send to the tenant from whom rent in advance was collected a statement which shall indicate the amount payable by such Landlord to the tenant. The Landlord shall at the same time give or send to such tenant the interest which is due or shall notify the tenant that he may deduct the interest from the next rental payment of such tenant. If, after thirty days from the end of each year of the tenancy, the tenant has not received said interest due or said notice to deduct the interest from the next rental payment, the tenant may deduct from his next rent payment the interest due.

If the Landlord fails to pay any interest to which the tenant is then entitled within thirty days after the termination of the tenancy, the tenant upon proof of the same in an action against the Landlord shall be awarded damages in an amount equal to three times the amount of interest to which the tenant is entitled, together with court costs and reasonable attorneys fees.

If the Landlord transfers his interest in the dwelling unit, any advance rents received hereunder are to be handled in accordance with Massachusetts General Laws C.186 sec. 15B(7A).

**LANDLORD** \_\_\_\_\_

**LANDLORD'S AGENT** \_\_\_\_\_

Tenant hereby acknowledges receiving a copy of the within rent receipt.

Dated: \_\_\_\_\_ Receipt \_\_\_\_\_  
(Tenant)