

Tenancy at Will

1. **DATE OF AGREEMENT:** _____

2. **PARTIES:**

Owner (Landlord) Prestige Property Management
Address PO Box 1141
City, State, Zip Gardner MA 01440
Phone 978-501-1448
Email info@goprestigepropertymanagement.com

hereby rents to _____, hereinafter referred to as Resident.

3. **OCCUPANTS:** The following persons are to be considered members of the Resident's household and are the only persons authorized by this agreement to occupy the premises, except after born or adopted children. *(Maximum number of occupants is defined/governed by state sanitary code and is based on habitable square foot size of the unit.)*

Occupant name(s) and ages of all minors under 18 years of age _____

4. **THE PREMISES** (address and description):

5. **TERM:** Occupancy begins on _____.

6. **RENEWAL:** This agreement renews on a month-to-month basis and can be terminated by either party with a minimum of one full rental period's written notice to be given at least one day before the beginning of the last month of the tenancy. Notice given to the Landlord by one Resident will terminate the tenancy for all Residents of the unit.

7. **RENT:** there is a **\$50 fee for late rent.**

- a. Rent is payable in installments of \$ _____ per month, in advance and without demand on or before the first of each and every month. Rent shall be paid by check or money order to Prestige Property Management by mail to this address PO Box 1141 Gardner MA 01440 or by electronic payment per instructions given by the Landlord.
- b. Any payment made to the Landlord by anyone other than an Occupant named herein DOES NOT establish a tenancy for that person and is accepted on behalf of the named Resident identified in this agreement.
- c. Resident will reimburse Landlord for any bank fees associated with a payment returned for insufficient funds.
- d. Last month's rent of \$ _____ and Security Deposit of \$ _____ if applicable, will be collected at or before the start of the term and will be held by the Landlord and maintained in accordance with Massachusetts General Laws. A receipt for each deposit is provided as part of this agreement.

- e. Residents agree that they are renting the premises together and yet each will be responsible for the full amount of rent regardless of whether any other Resident within the household should fail to contribute their fair share.

8. UTILITIES AND SERVICES:

- a. Landlord will maintain the building in a sound, safe, and sanitary condition in compliance with all applicable local, state, and federal codes, laws, rules and regulations.
- b. Landlord will maintain the heating, plumbing and electrical systems in a safe and effective operating condition.
- c. The following appliances will be provided and maintained by the landlord: _____. If no stove is included, Resident(s) agree to provide their own.
- d. Responsibility for any and all bills incurred for utilities is assigned below.

	Water/ Sewer*	Heat	Hot Water	Electricity	Gas	Trash Collection	Snow Removal	Cable/ Internet	Lawn Care
Resident									
Landlord									

* See submetering addendum.

9. MODIFICATIONS: No changes or additions to this agreement shall be made except by written agreement between the Landlord and the Resident.

10. SUBLEASING: The Resident shall not rent or sublet the Premises.

11. GUESTS: Visitors or guests staying more than 14 days in a calendar year are considered unauthorized occupants. Anyone not included on this agreement (with the exception of after born or adopted children) must submit a rental application for approval to reside in the unit prior to residing in the unit.

12. EMERGENCY CONTACT:

Name _____ Phone _____

Address _____

Relationship to Resident _____

13. ACCESS: Resident authorizes Landlord to allow access to the unit in the case of an emergency to:

Name(s) _____

14. RESIDENT WILL:

- a. Maintain utilities as required under this agreement. Failing to maintain electric or heat during the heating season constitutes a dangerous condition and is a material violation of this agreement. Resident agrees to reimburse Landlord for any amount incurred for fuel or repairs paid by the Landlord as a result of Resident's failure to maintain utilities for which they are responsible. Resident agrees not to waste electricity, heat or water, or allow others to do so. During the heating season, Resident shall maintain the heat at a minimum of 55 degrees F, even if the Resident will be absent from the premises for any period of time.
- b. Keep unit clean and sanitary, including halls, porches, and/or stairways used to access the unit and designated storage areas. **Including no smoking inside building.**
- c. Keep halls, porches, railings, stairways, and doorways free from obstruction.

- d. Keep toilet, sinks, shower/bathtub, and appliances clean and sanitary and exercising reasonable care in the proper use and operation of appliances and fixtures; Resident will be liable for any misuse of any plumbing fixture or equipment, including disposal of rubbish or garbage that damages any fixture or clogs any pipe.
- e. Place trash in sealed plastic bags, use bins provided for trash and recycling, keep bins in locations designated, and move bins to the curb in time for pick-up according to schedule provided by the Landlord.
- f. Ensure that occupants and visitors refrain from smoking anywhere in the building, including common areas and within 20 feet of common entries, and that smoking materials used outside are disposed of safely.
- g. Promptly notify Landlord of any safety or sanitary issues in writing so that all required repairs can be made to ensure that the premises are fit for human habitation pursuant to the Mass. State Sanitary Code.
- h. Ensure that there is no unreasonable noise or disturbances, loud parties, any illegal drugs or other illegal activity on the premises, or any other activity that interferes with the quiet enjoyment of the premises by other residents or neighbors, interferes with the management of the property, or threaten the Landlord or manager.
- i. Pay for damage beyond normal wear and tear to apartment, building, or grounds caused by Resident or Resident's visitors within 15 days of being submitted a bill for same. The Resident is responsible for all activities of guests or family members upon or about the premises.
- j. Reimburse the Landlord for any fine or fee paid by the Landlord as a result of any Resident action or inaction to comply with any law or ordinance.
- k. Treat neighbors and their visitors respectfully and resolve conflicts courteously.
- l. Take care not to get locked out. If locked out, Resident will first call the Landlord. If Landlord cannot help promptly, Resident will pay for a licensed and bonded locksmith, and pay for the cost of repairing any damage.
- m. Follow all federal and state laws and local ordinances while on the premises.
- n. When vacating, remove all personal property, return the unit in a clean and sanitary condition, and turn in all keys to the Landlord. Any personal property left behind after return of keys and/or possession to the landlord in violation of this clause will be disposed of at the discretion of the Landlord.

15. RESIDENT WILL NOT:

- a. Throw ANYTHING from windows, porches, balconies, or stairs.
- b. Leave dirt, waste, or other trash on the premises, in the building, or on adjacent land except in designated receptacles and in accordance with Landlord rules.
- c. Display signs, banners, or other items in public without written consent from Landlord.
- d. Change, alter or add door locks without permission from the Landlord. For any locks so permitted, the Resident shall promptly give a duplicate key to the Landlord.
- e. Make alterations to the apartment or common areas, including painting, wallpapering, stickering, decaling, remodeling, drilling holes, or any other changes to any part of the premises, without written approval from the Landlord in advance.
- f. Install extension cords, tubing, wires, plumbing, ventilation, humidity control tents or other things for any purpose, especially not for growing marijuana, orchids, or any other plants or fungi.
- g. Use space heaters or install a washing machine, clothes line, clothes dryer, air conditioner, television antenna/satellite dish, trampoline, pool, fire pit, swingset/playscape or like equipment inside or outside of the building without advance written permission from the Landlord. Landlord shall have the complete and absolute discretion to allow or deny such requested equipment. Anything attached through the roof or siding will not be permitted, as it would break the permanent weatherproof seal and create a long-term mold hazard.
- h. Use grills within 10 ft. of the building
- i. Keep pets of any kind in the premises without the prior written consent of the Landlord.
- j. Use any water filled furniture in the premises without Landlord's prior written permission, which permission the Landlord shall have the complete and absolute discretion to allow or deny.
- k. Burn candles or incense in the building.
- l. Use the premises as a business.
- m. House or harbor fugitives or other illegal individuals. Presence of such individuals is a violation of this agreement.
- n. Remove any part of the rented premises, including Landlord-provided appliances and fixtures, without written approval from the Landlord in advance.
- o. Permit any guest to do any of these things without written approval from the Landlord in advance.

16. FUTURE LANDLORD RULES: In the future the Landlord may be required to create new rules and regulations reasonably related to this agreement. They may include rules affecting the safety of the Resident and others in the

building containing the Premises, rules for the orderliness and cleanliness of these facilities, and rules for the comfort and convenience of other residents. Provided that such rules do not materially alter any obligation under this agreement, Landlord shall either notify Resident of the creation of the new rules or regulations in writing or shall have them posted in a public location where it would be reasonable for Resident to be made aware of the new rules and regulations. Resident shall have the opportunity to review the rule and shall promptly notify Landlord of his/her agreement with the new rule, or if he/she does not agree to the new rule.

17. ENTRY AND INSPECTION: The Landlord will keep keys and/or access codes for the premises. The Landlord and his or her agents or designees shall be permitted to enter the Premises at reasonable times and upon reasonable notice to Resident for the purpose of inspecting the Premises; for the purpose of maintaining or repairing the Premises; to ensure compliance with any statute, code, or regulation; or for the purpose of showing the Premises to any real estate agent, appraiser, mortgagee, prospective buyer or prospective Resident or inspector/contractor for prospective buyer/Resident. Whenever permitted by law, the Landlord shall also be entitled to enter the Premises in the event of an emergency or if the Premises appear to have been abandoned by the Resident or pursuant to a court order. If the Landlord enters after abandonment, said entry will not relieve the Resident of their obligations under this agreement, and will be for the purpose of mitigating Resident's damages. Landlord will promptly notify Resident of any entry made without Resident's prior knowledge. The Resident shall not unreasonably deny access. Failure of Resident to allow access for any of the above stated reasons shall constitute ground to terminate this agreement.

18. SMOKE DETECTORS AND CARBON MONOXIDE ALARMS: Resident acknowledges that the smoke detectors and carbon monoxide alarm, if applicable, are in working order at the time of the execution of this agreement. Resident agrees not to tamper with smoke detectors and carbon monoxide alarm and to replace the batteries in such devices or allow the Landlord to replace the batteries when notified of the need for such scheduled maintenance. Resident will notify the Landlord promptly if any smoke detector is not operating properly, and Landlord will repair or replace it.

**DO NOT REMOVE BATTERIES FROM DETECTORS OR DETECTORS FROM WALL/CEILING.
YOUR LIFE AND THE LIVES OF OTHERS DEPEND ON THIS.**

19. BREACH OF AGREEMENT:

- a. If the Resident breaches this agreement by failure to pay rent when due, the Landlord may terminate this agreement or terminate the Resident's right to occupy under this agreement by giving the Resident a written 14-day Notice to Quit for nonpayment of rent, pursuant to applicable law.
- b. More than two late payments will be grounds for termination of the tenancy or termination of the Resident's right to occupy under this agreement for repeated late payment of rent.
- c. If the Resident breaches any term or provision of this agreement or provided false or misleading information on any rental application or is declared bankrupt or the Premises reasonably appear to have been abandoned, the Landlord may terminate the agreement or terminate the Resident's right to occupy under this agreement by giving the Resident a written Notice to Quit, upon the expiration of which the agreement or the Resident's right to occupy under this agreement shall terminate.
- d. In case of any termination of this agreement or termination of the Resident's right to occupy under this agreement, by reason of default of Resident or non-payment by Resident, Resident will indemnify Landlord from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, Resident. Landlord's damages shall include, but shall not be limited to, any loss of rents, accrued but unpaid prior to termination; all costs and expenses reasonably incurred by the Landlord to restore the Premises to the same condition as they were at the beginning of the agreement, including cleaning and painting (reasonable wear and tear excepted); any costs reasonably incurred to advertise and relocate a new Resident, including broker's fees; moving, storage charges, or any other expenses, fees, or costs allowed by law, incurred by Landlord in moving Resident's belongings pursuant to any legal proceedings and as allowed by the court; and reasonable attorney's fees if Landlord is determined to be successful in any legal proceeding and as allowed by the court. Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive. Delay or failure of Landlord to commence legal proceedings shall not constitute a waiver of any right or remedy.
- e. Delivery of keys to the Landlord or acceptance thereof shall not constitute agreement of the Landlord to terminate.

20. **GOVERNMENT REGULATION:** If Landlord cannot fulfill Landlord’s obligations due to a government action, order, or regulation outside of the Landlord’s control, that will not constitute an excuse for Resident to breach any provision of this agreement.

21. **UNIT RENDERED UNINHABITABLE:** If the premises are rendered substantially uninhabitable by fire or some other calamity or the building is taken by a unit of government by eminent domain or other process, this agreement will be terminated.

22. **DELIVERY OF NOTICES:**

- a. Routine notices from the Landlord to the Resident shall be delivered via email, text message, left on the Resident's door, or by mail.
- b. Routine notices from the Resident to the Landlord can be delivered via email, text message, or by mail. A notice can be left on the Resident's door only if the Resident makes prior arrangements for the Landlord to receive the notice there.
- c. Legal notices and service of process from the Landlord to the Resident shall be given in writing and delivered in hand to the Resident or an adult residing on the premises, by registered mail, return receipt requested to the property address, or any other manner authorized by law, including email if agreed or allowed.
- d. Legal notices and service of process from the Resident to the Landlord shall be given in writing and delivered in hand to the Landlord or the Landlord’s agent by registered mail, return receipt requested to the address above, or any other manner authorized by law.

23. **NON-WAIVER AND SEVERABILITY:** Delay or failure of Landlord to act upon a breach of any of the agreements in this agreement shall in no way constitute a waiver of any right or remedy to act upon any other or future breach. If any provision of this agreement shall be determined by any court having jurisdiction to be invalid, illegal or unenforceable, the remainder of this agreement shall not be affected and remain enforceable. The applicable law governing this agreement shall be according to the Commonwealth of Massachusetts.

24. **INDEMNIFICATION AND INSURANCE:** The Resident agrees to indemnify, defend and hold the Landlord, Management, Maintenance Workers and 3rd Party Vendors harmless from all liability, loss or damage arising from any nuisance made or suffered on the premises by Resident, Resident’s family, guests or invitees, or other acquaintances, or any carelessness, neglect, or improper conduct of such persons. Subject to applicable law, unless caused by negligence of the Landlord, its agents or employees, Landlord shall not be liable for damage to or loss of property of any kind while on the premises or in any storage space in the building, nor for any personal injury. Resident agrees to obtain and maintain personal property and liability insurance. *The landlord's insurance policy does not cover Residents' contents in most circumstances.*

25. **ADDENDA:** This agreement includes the following addenda:

- a. The Rental Application completed by the Resident prior to the commencement of this tenancy, which shall be considered a material part of this agreement. False or misleading information on the Resident’s rental application will constitute sufficient ground for termination of tenancy.
- b. Statement of condition, to be completed and returned to the Landlord within 15 days of occupancy.
- c. Receipts for Last Month’s Rent and Security Deposit, if applicable.
- d. Lead Law Notification for premises built prior to 1978 *(to be signed prior to signing of the agreement)*.
- e.

26. **DELAY IN OCCUPANCY:** In the event that the Landlord cannot allow the Resident to move in on the date agreed upon, through no fault of the Landlord, the Resident will owe no rent for the days that the Resident is not allowed to live there and the Resident will have no claim against the Landlord. If the Landlord cannot allow the Resident to move in within thirty days of the date stated above, either party may terminate this agreement and any money paid to the Landlord shall be returned to the Resident and the Resident will have no claim against the Landlord. Resident authorizes and empowers the Landlord to use all legal remedies for recovery of the Premises, and to use Resident’s name and speak for Resident while doing so.

I/We agree to abide by the terms in this agreement,
which sets forth the entire agreement between the parties.
No oral agreements shall have any force and effect.

Resident Signature

Landlord Signature

Resident Signature