



RENT AND SECURITY DEPOSIT RECEIPT

TO: _____ RE: _____
Tenant Unit

Address Address

City Zip City Zip

We hereby acknowledge receipt of your check # _____ in the amount of \$ _____ to be applied as follows:

- | | |
|---|----------|
| 1. First Month's Rent _____ through _____ | \$ _____ |
| 2. Last Month's Rent | \$ _____ |
| 3. Purchase or installation cost for a key and lock | \$ _____ |
| 4. Security Deposit (see attached condition form) | \$ _____ |

SECURITY DEPOSIT

A. The Landlord acknowledges receipt from the Tenant of \$ _____ (an amount not to exceed one month's rent) to be held by the Landlord during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

B. The Landlord acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Tenant's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

(1) Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any special or general law; and

(2) Any unpaid increase in real estate taxes which the Tenant is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

(3) A reasonable amount necessary to repair any damage caused to the premises by the Tenant or any person under the Tenant's control or on the premises with the Tenant's consent, reasonable wear and tear excluded. In the case of such damage, the Landlord shall provide the Tenant within thirty (30) days with an itemized list of damages, sworn to by the Landlord or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

C. The Landlord must submit to the Tenant a separate written statement of the present condition of the premises, as required by law. 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. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Tenant and approved by the Landlord or the Landlord's agent, unless the Landlord subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Tenant or by any person under the Tenant's control or on the premises with the Tenant's consent.

D. If the Landlord transfers the premises, the Landlord must transfer the security deposit or any balance thereof, and any accrued interest, to the Landlord's successor in interest for the benefit of the Tenant.

As required by law, the security deposit is presently or will be held in a separate, interest-bearing account.

(number _____) at _____

Address City Zip

If the security deposit is held for one year or longer from the commencement of the tenancy, the Tenant shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is 5%, provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination tenancy indicating where such interest may be given or sent.

Date received _____ Authorized Signature: _____
Tenant

Tenant

Landlord/Agent

Agent for Owner

Address

City, State

Phone

APARTMENT CONDITION STATEMENT

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 Landlord or his agent within fifteen (15) days after you receive this list or within fifteen (15) 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.

TO: _____

Landlord

RE: _____

Unit

Address

Address

City Zip

City Zip

We have examined the premises and have found the present condition to be as follows:

Date: _____

Tenant Signature: _____

Landlord by its Agent

Address

City Zip

Phone