

RENT AND SECURITY DEPOSIT RECEIPT

TO: _____ RE: _____
 Lessee Unit

 Address Address

 City/State/Zip City/State/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 Lessor acknowledges receipt from the Lessee of \$ _____ (an amount not to exceed one month's rent) to be held by the Lessor 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 Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee'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 or water and sewer charges which have not been validly withheld or deducted pursuant to any general or special law.
- (2) Any unpaid increase in real estate taxes which the Lessee 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 Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor 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 Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. 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 Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor 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 Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.

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

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

(number _____) at _____
Bank _____
Address _____ City _____ Zip _____

If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee 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 five percent (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 of the tenancy, indicating where such interest may be given or sent.

Date received ____/____/____. Authorized Signature: _____
Lessor/Agent

Lessor _____ Agent _____
Address _____ Address _____
City/State/Zip _____ City/State/Zip _____
Phone _____ Phone _____

