

# FAMILY MEMBER LEASE AGREEMENT

This Family Member Lease Agreement (“Agreement”) created on **July 1st, 2020** is provided for the mutual benefit of both parties.

## Section 1. The Parties & Property

Family Member: **Jon Smith** (“Family Member”) acting as a tenant.

Landlord: **Helen Smith** (“Landlord”).

The Family Member understands that they are entering into a legally binding agreement that is enforceable by and between the others living on the Property and the Landlord.

**Section 2. The Property.** The Property is located at the following mailing address: **123 Main Street, Apt 4L, Boston, MA 02129.**

**Section 3. Bedroom.** The Family Member is renting a: (check one)

- Private Bedroom
- Shared Bedroom

**Section 4. Private Access.** The Family Member shall have private access on the Property to a(n): (check all that apply)

- Bathroom
- Balcony
- Other. \_\_\_\_\_

**Section 5. Shared Access.** The Family Member shall have shared access on the Property to: (check all that apply)

- Kitchen
- Laundry Area
- Common Bathroom(s)
- Balcony(ies)
- Parking Area(s)
- Outdoor Area(s)
- Other. \_\_\_\_\_

The premises described in Sections 2, 3, 4, 5, and any other attached addendums shall hereinafter be known as the “Property.”

**Section 6. Term of Lease** (check one)

- Fixed Lease. The Family Member shall be allowed to occupy the Premises starting on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_, 20\_\_\_\_ (“Lease Term”). At the end of the Lease Term and no renewal is made, the Family Member: (check one)



- May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
- Must vacate the Premises.

- Month-to-Month Lease. The Family Member shall be allowed to occupy the Premises on a month-to-month arrangement starting on **July 5<sup>th</sup>, 2020** and ending upon notice of **30 days** from either party to the other requisite party ("Lease Term").

**Section 7. Security Deposit.** The Family Member shall be required to pay a security deposit to secure this agreement in the amount of **Five-Hundred Dollars (\$500.00)** ("Security Deposit").

The Family Member agrees to accept responsibility for damages, which my pet(s), my guests, or that are cause and will reimburse the other roommate(s) for the part of their Security Deposit withheld for these damages.

**Section 8. Rent.** The total rent owed by the Family Member shall be **Five-Hundred Dollars (\$500.00)** per month ("Rent Payment"). The Rent Payment shall be due on the **5<sup>th</sup>** of every month.

All payments must be made to **Helen Smith**.

The Family Member understands that the Landlord can evict the Family Member if the Landlord does not receive the Rent Payment in full and on time each month.

**Section 9. Utilities & Services.** In addition to the Rent Payment, each month the Family Member shall pay:

- 50%  - \$\_\_\_\_\_ for the following utilities: **Cable, Internet, Electricity, Water/Sewer, and Trash Removal.**

- 50%  - \$\_\_\_\_\_ for the following services: **Cleaning services that come twice per month.**

The Family Member agrees to place the following utilities/services in their name: **None.**

The Family Member agrees to pay as follows for any additional utilities or services: **None.**

Hereinafter this section shall be referred to as the "Utilities."

**Section 10. Termination.** The Family Member: (check one)

- Can Terminate this Agreement. The Family Member can terminate this Agreement, at any time, provided that they move-out and vacate the Property in good-faith and satisfying the obligations under this Agreement. Upon termination, it is required that the Family Member pay all Rent Payments and Utilities prorated up to their move-in date. After vacating and successful payment of the aforementioned items, the Family Member shall be owed their Security Deposit and be paid within the minimum timeframe under State law or thirty (30) days, whichever is longer.

- Cannot Terminate this Agreement. The Family Member shall not be allowed to terminate this Agreement. This Agreement shall be followed in accordance with the Lease Term.

**Section 11. Other Agreements.** In an effort for a mutually beneficial living situation, the following rules and obligations must be met by the Family Member:

Cleaning Responsibilities: Jon Smith is required to do the dishes provided he cooks or is cooked for.

Food/Shopping Arrangements: Each party is responsible for their own groceries. Cleaning supplies such as surface cleaners, laundry detergent, paper towels, etc. will be billed at 50% with receipts provided.

Quiet Times: Every day after 5PM.

Parking: No parking provided.

Sharing of Personal Items: No sharing of personal items without verbal consent.

Smoking/Drinking Rules: No smoking or drinking of alcohol on the Property.

Guest(s) Rules: No guests allowed on the Property without verbal consent.

Pet Rules: No pets allowed.

Privacy Rules: Landlord will have permission to enter the Family Member's bedroom with 24-hour notice. The Family Member is prohibited from entering the Landlord's bedroom.

Other Household Rules: The TV cannot be on later than 11PM.

**Section 12. Additional Terms and Conditions.**

The purpose of this Agreement is to help the Family Member find a job. If the Landlord does not feel the Family Member is putting in the effort this Agreement may be terminated.

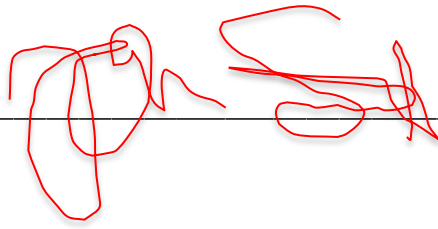
**Section 13. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Massachusetts.

**Section 14. Entire Agreement.** This Agreement contains all the terms agreed to by the parties relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Family Member agree to the terms and conditions and shall be bound until the end of the Lease Term.

IN WITNESS WHEREOF, the Family Member and Landlord have read this Agreement and fully understand their rights and obligations hereto with their signatures below.

Landlord's Signature  Date July 1st, 2020  
Printed Name Helen Smith

**Family Member's Signature**  
Printed Name **Jon Smith**

A handwritten signature in red ink, appearing to read 'Jon Smith', written over a horizontal line.

Date **July 1st, 2020**