COMMONWEALTH OF MASSACHUSETTS

TRIAL COURT

1. {{ adjust("county") }}, ss: d. {{ adjust("court\_name") }}

County Name of Court

e. {{ adjust("docket\_number") }}

Docket No.

1. {{ adjust("landlord.name") }}, ss:

Plaintiff/Landlord

v. **STIPULATION TO VACATE**

1. {{ adjust("client.name") }},

Defendant/Tenant

**The Parties hereby agree to the following terms** *(check the boxes that apply)***:**

1. a. The agreed-upon rent for the unit located at: {{ adjust("client.address.address") }} is   
 ${{ adjust("client.rent.value") }} per month *or* per week.

b. The unit is subsidized and the Tenant’s portion of rent for the unit is $ {{ adjustMoney("client.rent.subsidized\_cost") }} per month. Any rent adjustments during the period of this Stipulation shall not act as a waiver of the Parties’ rights.

2. a. The Parties agree that no rent is owed.

b. The Parties agree that the current rent owed is $ {{ adjustMoney("client.owed.rent") }}, which will be

reduced by $ {{ adjustMoney("client.owed.reduction") }}, in exchange for the Parties’ mutual release of claims (Paragraph 8, *below*), leaving a balance of $ {{ adjustMoney("client.owed.reduced\_rent") }}.

c. The Parties agree that the balance of $ {{ adjustMoney("client.rent.forgiven\_amount") }} will be forgiven when the Tenant vacates.

d. The Parties agree that $ {{ adjustMoney("case.payment\_amount") }} will be paid:

by the **Tenant** in rent/use and occupancy; *or*

by the **Landlord** (to resolve the Tenant’s claims).

Payment shall be made as follows (*for example*: when and how; in installments on certain dates):

{%p if exists("case.payments\_description") %}

{{ adjust(case.payments\_description, 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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{%p endif %}

3. The Landlord will make the following repairs to the unit at the following time(s)/date(s):

{%p if exists("total\_repairs") %}

{{ adjust("total\_repairs", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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{%p endif %}

Check box **4** or box **5** (not both):

4. a. The Parties agree to **reserve their rights in this action**. If the Tenant moves out on or before {{ adjust("client.move\_out\_date") }},the Landlord agrees to pay the Tenant $ {{adjustMoney("landlord.move\_out\_incentive") }} as a move-out incentive, to be paid out as follows:

$ \_\_\_\_\_\_\_\_\_\_ on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date);

$ \_\_\_\_\_\_\_\_\_\_ upon \_\_\_\_\_ days’ notice to the Landlord that Tenant will vacate the Unit; *and/or*

$ \_\_\_\_\_\_\_\_\_\_ when the Tenant vacates.

Funds shall be held in trust by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_until the vacate date.

* 1. If any conditions in paragraphs 2-4 or 7 are not met, either party may file a motion, with {{ adjust("case.vacancy\_notice\_days", 10) }} business days’ notice to the other party, toreturn the case to the list **for status**  **for trial**  **for entry of money judgment against Landlord** (Tenant vacates but Landlord fails to may payment as agreed).

5. a. The Parties agree to a **mutual termination of the tenancy**. The Tenant shall vacate the unit on or before {{ adjust("client.move\_out\_date") }}, and upon the following terms (if any):

{%p if exists("case.vacancy\_reinstate\_terms") %}

{{ adjust("case.vacancy\_reinstate\_terms", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{%p endif %}

* 1. If the Tenant vacates the unit as set forth above, this matter shall be dismissed. Upon motion of either party, with {{ adjust("case.violaion\_notice\_days" ) }} business days’ notice to the other party, asserting a violation of the terms of this Stipulation in factual detail (*for example*: failure to move out; failure to make payments; *or* failure to make repairs), the party filing the motion may seek **Entry of Judgment** or injunctive or other relief.

c. Parties shall be allowed to inspect any documents related to the allegation(s) before the hearing.

6. To help the Tenant relocate, the Landlord shall provide a neutral *or* positive reference.

A reference letter has been given to the Tenant.

7. The Parties further agree as follows:

{% if exists("additional\_terms.terms") %}

{{ adjust("additional\_terms.terms", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{%p endif %}

8. In exchange for the terms herein, the Parties release each other from (“give up” or waive) all claims that were asserted in this action, with the exception of the Parties’ obligations as set forth in this Stipulation.

9. a. Absent any pending motions before the Court, **the case shall be dismissed** on {{ adjust("case.dismissal\_date", 10) }}.

The Parties have executed a Stipulation of Dismissal, held for filing by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a simultaneous copy sent to the other party as notice of filing.

10. The Parties shall appear in court on {{ adjust("case.review\_date") }} at \_\_\_\_\_\_\_ for review on compliance with this Stipulation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord/Plaintiff Tenant/Defendant

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord’s Attorney ( Limited Assistance Rep.) Tenant’s Attorney ( Limited Assistance Rep.)

Phone: \_\_\_\_\_\_\_\_\_\_\_\_ BBO: \_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_ BBO: \_\_\_\_\_\_\_\_\_\_\_\_

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOUSING SPECIALIST ***Approved by***: JUDGE Date