AGREEMENT FOR JUDGMENT

MASSACHUSETTS TRIAL COURT

DOCKET NO.	COURT DEPARTMENT	COURT DIVISION

PLAINTIFF *(Landlord/Lessor/Owner)*	DEFENDANT *(Tenant/Occupant)*

The parties agree to these facts and to the following judgment to resolve their case:
(Check and number all boxes that apply; any boxes left unchecked and unnumbered will not be considered part of the Agreement.)

___ ___ The parties agree that the Plaintiff(s) is the owner/Lessor.

___ ___ The parties agree the rent for the unit is $_____ per _____.

___ ___ The parties agree Defendant(s) owe(s) $_____ in contract rent through _____.

___ ___ The parties agree rent owed is reduced by $_____ on account of _____ leaving an amount owed of $_____.

___ ___ Judgment for possession (the right to occupy or control the unit) and for $_____ is to enter for:
___the Plaintiff(s) ___the Defendant(s) on _____ plus court costs of $_____.

The Plaintiff(s) must file an "Acknowledgment of Satisfaction of Judgment" within fourteen (14) days after full satisfaction of this judgment and return any outstanding execution(s) as required by applicable law.

___ ___ If a judge approves it, a motion alleging a substantial breach of material terms can lead to an execution for possession, damages owed, and costs.

___ ___ Execution* for _____ shall issue by written request on or after: _____
(*court order that allows a landlord to evict a tenant and/or enforce money judgment)

___ ___ The parties agree that any unpaid or additional use and occupancy owed after the date of this Agreement may be added to the judgment amount by motion.

___ ___ The parties agree that execution shall be stayed during the pendency of this agreement, and that the period of such stay will not impact the statutory ninety (90) daytime period for plaintiff to request issuance of execution (G. L. c. 235, § 23).

___ ___ The parties agree to the following additional terms:

DOCKET NO.	DATE

DOCKET NO.	DATE

__ __If any party claims that another has not complied with this Agreement, they can file a motion and request a hearing for enforcement of the Agreement or for issuance of Execution. This motion should describe the alleged substantial breach of a material term. The moving party shall provide a copy of the motion to the other side.

__ __The parties understand and agree that no evidence has been taken in this matter. The signing of this Agreement for judgment does not mean anyone admits to any wrongdoing.

__ __If the Defendant(s) fail(s) to appear and a default has entered, the Plaintiff(s) agree to allow the Defendant(s) to appear in court and sign the original Agreement in the presence of a Housing Specialist by _____and the default shall be vacated.

__ __If the terms of this Agreement are fully complied with, the parties will jointly file a motion to vacate the judgment. This will result in the dismissal of this case. If the parties cannot agree to a joint motion, either party can file a motion to vacate the judgment and the court will schedule a hearing.

__ __Tenancy shall be reinstated upon dismissal.

__ __The parties shall appear in court on _____at _____ for _____.

I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS AGREEMENT. I ALSO HAVE THE RIGHT TO ASK A JUDGE FOR A DECISION IN THIS CASE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT VOLUNTARILY. I UNDERSTAND THE TERMS OF THIS AGREEMENT, AND I AGREE THAT THE TERMS ARE FAIR AND REASONABLE.

Initial(s) of party(ies): Plaintiff(s): _____Defendant(s): _____

AFTER A JUDGE APPROVES THIS AGREEMENT, IT BECOMES A COURT ORDER.   BOTH PARTIES ARE LEGALLY REQUIRED TO FOLLOW IT. *If questions arise, please consult a Housing Specialist at* _____.

Signed by Plaintiff	Signed by Defendant
Print Name_____	Print Name_____
Phone#_____	Phone#_____
Email:_____	Email: _____
Signed by Plaintiff	Signed by Defendant
Print Name_____	Print Name_____
Phone#_____	Phone#_____
Email:_____	Email: _____
Plaintiff's Attorney (Sign & Print)	Defendant's Attorney (Sign & Print)
Phone#_____	Phone#_____
Email:_____	Email: _____
BBO#_____	BBO#_____

Housing Specialist: _____   **SO ORDERED**: _____
Date: _____   First Justice/Associate Justice

Interpreted in: _____   Interpreter's Name: _____