

A) Sample Agreement for Judgement Language:

1. Explain any circumstances preventing compliance with the agreement.

Ex. If there is a substantial violation of Paragraph 3 of this Agreement, then the Plaintiff may file with this Court, and serve on the Defendant and his attorney, a motion for issuance of execution. This motion shall be accompanied by supporting affidavit(s) based on personal knowledge. The Plaintiff shall give the Defendant and his attorney at least seven days written notice of the hearing date on said motion. At the hearing on the motion, the Plaintiff shall be required to prove, through testimony, that the alleged conduct occurred and that the conduct is a substantial violation of Paragraph 3 of this Agreement.

2. Agreeing to vacate the Judgement and dismiss the case upon compliance with the agreement.

Ex. If the execution does not issue in accordance with Paragraph 6 of this Agreement (and if no motion for issuance of execution had been filed and remains outstanding), then on the 91st day after the Defendant is discharged from the Program, the Plaintiff's judgment shall be vacated, this summary process action shall be dismissed, and the Defendant's tenancy under lease shall be re-instated.

3. Client should not agree to payments they cannot afford to make or agree to conditions they cannot keep

Ex. The defendant shall respect the property of other tenants of the development, and shall not breach the quiet enjoyment of other tenants. The defendant shall refrain from any conduct which may pose a serious threat to the health or safety of other tenants. For the purposes of this Agreement, "conduct which may pose a serious threat to the health or safety of other tenants" shall include but not be limited to brandishing or threatening another tenant with a knife or other weapon. The defendant agrees not to carry any knife or other weapon on his person, and to possess no other knives or other weapons in his apartment, except for kitchen utensils.

4. If the landlord gets the execution while the tenant still occupies the property, insert a provision in the agreement requiring landlord to give your client notice if he wants to levy on the execution.

Ex. If the execution issues in accordance with Paragraph 6 of this Agreement, then the Plaintiff shall not levy on the execution until it has given the Defendant at least ten (10) days notice.

5. If tenant has complied with agreement, it should be clear that tenancy is being reinstated upon completion of agreement.

Ex. If the plaintiff does not seek execution within eight (8) months of the filing of this Agreement, the tenancy will be reinstated, and the clerk's office shall dismiss this case without further action of the parties.

6. If there are specific things the landlord has agreed to do to get your client to move, list them in detail.

Ex. The Landlord shall pay for a moving truck to move the Tenants' belongings from 79 Karrow Street to the storage facility which currently holds some of their belongings (located at 1234 West Central Boulevard, unit 344, Springfield MA). Then, once the repairs are

complete and upon tenant's written authorization to landlord, landlord shall pay for the moving of such items to 69 Maxxow Street, Springfield, MA.

- 7. Include language that will bring the matter before the court so there is an opportunity for compliance to be reviewed by court before execution can be levied.**

Ex. Notwithstanding any other provision of this Agreement, in the event that defendant breaches paragraph (6) of this Agreement, the plaintiff may schedule a hearing on a motion for issuance of execution. If the plaintiff seeks the execution for non-compliance with this agreement, or if either party seeks a review of this matter, the moving party shall mark a hearing upon seven (7) business days written notice to the other party and the Court. The seven day period begins when the opposing party's counsel receives notice. The parties understand that once approved, this Agreement becomes a Court Order. This notice provision shall not preclude the plaintiff from seeking a temporary restraining order upon shorter notice in the event of an emergency.

- 8. Landlords often want defendant's to agree to waive all rights of appeal and agree not to request a stay of execution in the future.**

Ex. The parties agree not to appeal or seek any further stay of execution in this matter.

- 9. Make the agreement the result of a negotiated and mutual termination of tenancy.**

Ex. "The parties agree that the cause for eviction alleged in the Notice to Quit and Summons and Complaint is withdrawn, and that the owner has other good cause for the eviction, which is not the fault of the tenant, as follows: [...]."

"The parties acknowledge that the eviction was brought for the sole reason that [insert the non-disqualifying reason], notwithstanding the Plaintiff's statement in the Notice to Quit regarding destruction of property."

10. Subsidized Housing –

Loss of Income: *"Notwithstanding the original Notice to Quit for nonpayment, the parties agree that the eviction was brought because the Plaintiff had plans to...and needed the defendant to move out of the unit. The parties acknowledge that Defendant had legally withheld rent and owes no rent to Plaintiff."*

Change in household composition: *"The parties acknowledge that Defendant was unable to make rental payments due to a loss of income when her former partner, [partner's name] moved out of the unit on [DATE]. [Partner] was contributing over 10% of the family's total income, and when [partner] moved out of the unit, Defendant had to pay over 50% of her income in rent and utilities."*

No-fault loss of income source: *"The parties acknowledge that Defendant was unable to make rental payments due to a loss of income when she was laid off from her job at [name of employer] on [DATE]. Defendant lost over 10% of her total income and had to pay over 50% of her income in rent and utilities."*

Medical Condition or Disability:

Disability that caused nonpayment: *"The Parties acknowledge that the Defendant's nonpayment of rent was caused by the Defendant's disability, [state disability if tenant agrees]. Due to [X] disability, Defendant was unable to take actions necessary to cure the arrearage in a timely manner."*

Medical condition and extraordinary expenses: *"The Parties acknowledge that the Defendant was unable to pay rent because of [X medical condition], which led her to incur significant medical expenses. Her medical expenses amounted to approximately [amount], which was over 10% of her income, and resulted in a rent burden of over 50% of her income."*

11. When the payments either need to be mailed or received.

Ex. \$2,000 to be paid by Bank or Cashier checks, \$500 received by Plaintiffs' counsel by no later than 4:00 p.m., Monday, November 1, 2017, and \$1,500 to be paid by no later than 4:00 p.m., November 30, 2017. The parties agree that for any of the above-noted payments to be made pursuant to this Agreement for Judgment there will be a \$50 per day penalty to be paid to the Plaintiffs for each and every day that any such payment is late, including weekends and holidays.