



**TENANT RENTAL FEE
AGREEMENT**

Revised 07/01/2026

This Tenant Rental Fee Agreement (“Agreement”) is dated _____, 20____, by and between _____ (“Broker”) and _____ (“Prospective Tenant”).

1. **BROKER SERVICES.** Broker is affiliated with _____, a licensed Massachusetts real estate brokerage, and has been hired to assist Prospective Tenant in the search for a house, condominium, apartment or other dwelling to lease (the “Property”).
2. **COMPENSATION.** The total amount due from Prospective Tenant for Broker’s services shall be: _____.
3. **PAYMENT OF COMPENSATION.** Payment is due from the Prospective Tenant by **check** **cash** **credit card** (check one) at the time of the following event(s):
 - (a) _____ upon signing this Agreement
 - (b) _____ upon Prospective Tenant signing a rental application
 - (c) _____ upon Prospective Tenant signing a lease or other rental agreement
 - (d) _____ other [Describe]
4. **TENANCY NOT CREATED.** If a tenancy is not created, the Prospective Tenant **shall**/ **shall not** (check one) be entitled to a **full**/ **partial** (check one) refund of amounts previously paid.

No refund shall be due if a Prospective Tenant has made a false statement, has intentionally omitted requested information or has committed any other wrongful act.

If entitled to a partial refund, it shall be calculated as follows: _____
5. **RECEIPT OF PAYMENT.** Broker received payment in the amount of:
\$ _____ on _____, 20____ (date) by Prospective Tenant by **check** **cash** **credit card** **other** _____ (check one)
6. **PROSPECTIVE TENANT’S OBLIGATION.** Prospective Tenant understands this Agreement does not relieve Prospective Tenant of the duty to exercise due diligence as regards the Property, including the duty to investigate any information important to Prospective Tenant. Broker recommends that an attorney and/or other professionals be hired for such services as Prospective Tenant deems appropriate, and that Prospective Tenant personally investigate particular matters which may be of importance to it, including, but not limited to, neighborhood composition, the level of crime and presence of sex offenders.
7. **DISPUTE RESOLUTION; GOVERNING LAW.** All disputes or controversies arising out of or related to this Agreement may be submitted for binding arbitration (a) upon mutual agreement of the parties, to (i) the local REALTOR® association or Board of REALTORS® where the Property is located, or (ii) the American Arbitration Association for resolution in accordance with its rules before a single neutral arbitrator reasonably acceptable to the parties sitting in the city or town where the Property is located, or (b) upon mutual agreement of the parties, to another dispute resolution body or service. Each party shall pay one half of any fees and expenses related to such arbitration or dispute resolution. The results of such arbitration or dispute resolution shall be final and binding upon the parties, and either party shall have the right to enter judgement thereon in any court having jurisdiction. This is legal document that is binding on the parties and their successors and assigns. This Agreement shall be governed by the laws and decisions of The Commonwealth of Massachusetts.

