

South County Constable Office

368 Main St
Southbridge, MA 01550
www.maconstable.com
(774) 304-3021



Eviction Service Agreement

Plaintiff (Landlord, Attorney)		Defendant (tenant(s))	
Issuing Court	Docket No.	Eviction Address	
Moving Company	Scheduled Date & Time		
48 Hr Notice Fee	First 4 Hours	Hourly after 4 hours	Retainer due today
\$75.00	\$250.00	\$50.00	\$325.00

It is the policy of this Constable's office:

1. The Constable's presence is to ensure the safety of all persons involved at the scene, enforce, observe, and document the eviction proceedings as per the court order.
2. Constables do not assist in the handling, moving, transportation or storage of a tenant's property.
3. The Constable may stop the eviction if a tenant is found to be living at the residence and is not on the court paperwork.
4. All cost incurred for the moving and storage of a tenant's property is the responsibility of the landlord. Reimbursement for all cost incurred by the landlord may be pursued through appropriate court proceedings.
5. The Constable is not an attorney and cannot provide any legal advice to any party involved in the matter.

Procedure

1. Present the original Execution to our office along with payment in the amount of \$325.00 retainer. Make any checks payable to "South County Constable Office".
2. Following the presentation of the original Execution as well as the payment of the \$325.00 retainer, you must hire a licensed, bonded moving company in order that they may accompany the Constable to the eviction. A list of bonded movers and eviction warehouse can be found on the state's website, www.mass.gov (search for Public Warehouse Evictions).
3. Following the payment to one of the moving companies, the moving company will contact us and inform us of your payment.
4. Following notification from the moving company, the Constable will contact you with the date and time of the scheduled eviction. Once the eviction has been scheduled, a "Minimum 48 Hour Notice to Tenants Prior to Eviction" will be served to the tenant(s). This notice shall include the date and time of the eviction as well as the moving company's name, address, and phone number.
5. On the date and time of the eviction, you or your representative shall meet us at your property to allow us entry. At this time, you or your representative will have the opportunity to change the locks and/or secure your property.
6. Please note that your initial payment of \$325.00 is for the first four (4) hours of the eviction. In the event the constable is on-site for more than four hours additional time will be charged at \$50.00 per hour. Once the 48-hour notice has been served, the \$325.00 fee is non-refundable.

I have read and understand the Eviction Policy, Eviction Agreement and fees associated to this requested service.

Signature

Date Signed

General Information

The role of the Constable is to serve the court's order to enter and take possession of the premises, keep the peace and return said premises to the Plaintiff in a secure manor.

Residential evictions require a minimum of at least 48-hours' notice to be given to the Defendant(s)/Tenant(s). This office will draft and serve said notice once we have received all appropriate information and scheduled a mutually agreeable eviction date.

Saturday, Sunday, and holidays cannot be counted towards the time given in said notice. Commercial evictions do not require notice be given however may be given at the request of the Plaintiff/Attorney.

Entering the Premise

No person shall enter the premises before the scheduled date and time of the eviction. Upon entering, the Constable shall enter before anyone to ensure a safe environment. After the Constable has deemed the premise safe, entry will be permitted.

The Tenant(s) and Belongings

If you have prior knowledge that the tenant(s) will not be on site the day of eviction, you should attempt to:

- Get in writing, a release from the tenant deeming anything left in the premise as trash to be discarded if items are unwanted
- Get a valid phone number and new address for the tenant

If the tenant is not present and there is no release deeming items as trash, then any items left in the premise must be taken to the warehouse unless clearly rubbish.

If the tenant is present the same release should be signed for items left after the eviction.

In most cases, tenants may be allowed to stay during the eviction to assist in determining items to be taken. Reasons that the tenant(s) may not be allowed to stay during the eviction are:

- The Plaintiff does not wish them to be there
- The tenant is uncooperative
- The tenant is under the influence of alcohol or drugs
- The Constable feels that the Tenant staying may pose a threat to the safety of any person, including themselves.

After the Eviction

Once the moving company has finished, the Plaintiff and Constable will perform a walk-through of the premises. If satisfactory to the Plaintiff and the locks have been changed, possession of the premises will be returned to the plaintiff. Possession cannot be returned to the plaintiff (Constable may not leave) until locks are changed and premises is deemed secured.

Things to Consider

- It may not be a good idea to cancel a moving company unless you are 100% sure that there is nothing left on the premise to be moved. If there are items that cannot be deemed as trash, it may cost additional moving fees to have the movers come after cancelling.
- Make sure you contact a reputable Locksmith or knowledgeable person able to change the locks. Many cases are prolonged due to inexperienced or unprepared handymen and may result in additional fees.