

## **Massachusetts Off-Campus Sublease**

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### **1. DATE AND PARTIES**

This agreement, dated \_\_\_\_\_, 20\_\_\_\_\_, is between:  
\_\_\_\_\_, from now on called TENANT,  
and \_\_\_\_\_, from now on called SUBTENANT(S).

### **2. RENTED PROPERTY**

The TENANT hereby subleases to the SUBTENANT the property described below,  
which the TENANT lawfully rents from the OWNER or his AGENT (hereafter called  
LANDLORD):

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in the Commonwealth of Massachusetts, to be used and occupied as a residence only,  
for not more than \_\_\_\_\_persons.

### **3. OWNERSHIP AND AGENCY**

The OWNER or AGENT of this property is \_\_\_\_\_.  
His/her address is: \_\_\_\_\_

### **4. TERM**

This sublease begins on \_\_\_\_\_, 20\_\_\_\_\_, and ends on:  
\_\_\_\_\_, 20\_\_\_\_\_.

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**5. RENT**

The SUBTENANT agrees to pay rent totaling \$\_\_\_\_\_ for this sublease.

This amount should be paid:

In equal monthly installments of \$\_\_\_\_\_ to be paid on or before the \_\_\_\_\_ day of each month.

In a lump sum on the following date: \_\_\_\_\_

In the following manner:

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The rent is to be paid at the time and place described below in the following manner to the  TENANT or to the  LANDLORD:

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### 6. FURTHER FINANCIAL OBLIGATIONS

In addition to the promises made elsewhere, the LANDLORD and TENANT agree to assume responsibility for the following charges, as checked off below. If either party assumes responsibility for a charge, he agrees to pay the appropriate person or public utility promptly, or do the work himself promptly. Nothing in this lease will require the TENANT to pay any utility costs unless the property rented is separately metered for that utility.

Financial Obligation	LANDLORD will pay:	TENANT will pay:
Cold water	<input type="checkbox"/>	<input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Heat	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Lawn care	<input type="checkbox"/>	<input type="checkbox"/>
Snow removal	<input type="checkbox"/>	<input type="checkbox"/>
Water (minimum annual charge)	<input type="checkbox"/>	<input type="checkbox"/>
Water (in excess of minimum annual charge)	<input type="checkbox"/>	<input type="checkbox"/>
Annual oil-burner cleaning	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>

### 7. NOTICES

TENANT agrees to forward any notices, provided to him by the LANDLORD, to the SUBTENANT.

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*DISCLAIMER: Please keep in mind that the University assumes no responsibility for contracts/leases between individuals. The Off-Campus Housing Resource Center is not responsible or liable for the consequences of any off-campus student housing arrangement. In addition, Tufts does not endorse or sponsor any of the agencies, services, advertisements, properties or landlords included in this website. The information is provided only as aids in your housing quest.*

### **8. PROHIBITIONS**

The SUBTENANT agrees that any of the following are prohibited:

PETS     WATERBEDS     OTHER: \_\_\_\_\_

The TENANT warrants that anything not expressly prohibited in this sublease is not prohibited in the original lease.

### **9. SECURITY DEPOSIT**

The SUBTENANT has deposited \$\_\_\_\_\_ with the  TENANT  LANDLORD as security for unpaid rent and/or damages caused by the SUBTENANT during the term of this agreement. The deposit will be retained until the termination of this sublease term or the SUBTENANT'S vacation of the premises, and the balance after damages must be returned, accompanied by a written itemization of any deductions, within 30 days afterwards, provided that the SUBTENANT has provided the holder with a forwarding address.

### **10. TENANT'S REMEDIES**

- A. If the SUBTENANT defaults in the payment of rent, or violates any lease term, the TENANT or LANDLORD may give the SUBTENANT 15 days notice that a violation had occurred. If the SUBTENANT does not correct the violation or make payment of rent in this amount of time, the TENANT or LANDLORD may then give the SUBTENANT five days written notice of the termination of the agreement. At the end of that period, if the SUBTENANT had not vacated the premises, the TENANT or the LANDLORD may begin eviction procedures in Municipal Court.
  - B. The SUBTENANT is responsible for the behavior of his friends, invited guests or any other people on the premises with his permission.
  - C. Each SUBTENANT who signs this lease may be held individually responsible for any and all SUBTENANT liabilities, or all SUBTENANTS may be held collectively responsible, at the option of the TENANT.
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D. In the application of remedies, the TENANT had an obligation to mitigate damages.

### **11. CONFISCATION OF PROPERTY**

Neither party will ever have the right to secure compensation for any liability owed by the other through confiscation of property belonging to the other. Such disputes are to be settled by negotiation, arbitration or through the courts.

### **12. PROPERTY OF TENANT**

The following furniture, appliances, or other items belonging to the TENANT are permitted for use by the SUBTENANT. SUBTENANT is expected to return these at the end of the sublease term in essentially the same condition as they were in the beginning, taking into account normal wear and tear. If the SUBTENANT or his guests are responsible for damages to any or these, or if they are not returned, the tenant has the right to take compensation for such damages from the security deposit, and to take any further legal actions necessary.

### **13. ADDITIONAL AGREEMENTS**

The TENANT and the SUBTENANT agree to the following conditions:

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### **BREACH OF ORIGINAL LEASE**

The TENANT warrants that the LANDLORD will have no cause of action against the SUBTENANT because of the behavior of the TENANT. If at any time, the LANDLORD has legal action against the SUBTENANT because of the TENANT'S behavior, the SUBTENANT may immediately vacate the premises, owe the TENANT no further rent, and the TENANT shall return all monies held as deposit or advance rent within 30 days of the SUBTENANT'S vacation.

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**15. SIGNATURES**

The undersigned agree to be bound legally to this document.

**TENANT(S):**

**SUBTENANT(S):**

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**DATE:**

**DATE:**

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