

SAMPLE LEASE FORM

Please note: This is not an official Massachusetts Consumers Board lease form. This is only a sample intended to assist you in the leasing processes. Contact your tenant/landlord for specific details and information.

1. DATE AND PARTIES

This agreement, dated _____, 20_____, is between:
_____, from now on called LANDLORD,
and _____, from now on called TENANT(S).

2. RENTED PROPERTY

The LANDLORD hereby rents to the TENANT the following property at _____
_____, in the City of _____, MA, to be
used and occupied as a residence for not more than _____ person(s), and for
no other purposes.

3. OWNERSHIP AND AGENCY

The owner of this property is _____.

The address/telephone number of (check one): the owner his agent is as follows:

Address: _____

Phone: _____

Fax: _____

Email: _____

4. TERMS OF AGREEMENT

This lease begins on _____, 20_____, and continues
(check one) month to month for a period of _____ months, ending on:
_____, 20_____.

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5. RENT

TENANT agrees to pay rent in equal monthly installments of \$_____, to be paid on or before the _____ day of each month. The rent is to be paid in the following manner:_____.

6. END OF TERM NOTICE – TERM LEASES

Note: this clause applies only when the month to month option in clause 4 is not chosen: LANDLORD and TENANT agree that this lease will end as specified in clause 4. The lease will not renew automatically after the ending date. The lease will continue only if LANDLORD and TENANT both sign a written agreement, continuing the terms of the lease. If lease is renewed, the same procedure will be followed for any further renewals at the end of the renewal period. The party sending the notice of intent to renew may make renewal conditional on some change of the lease terms (e.g., a rent increase), in which case the other party may refuse the lease modification by refusing to renew the lease. Notice must be sent _____ days before the ending date. The party receiving notice must respond within _____ days from the date notice was received. If such notice is not returned by the due date, this lease will end on the ending date.

7. END OF TERM NOTICE – MONTH TO MONTH LEASES

Note: this clause applies only when the month to month option in clause 4 is chosen: LANDLORD and TENANT agree that this lease may be terminated by either party simply by sending written notice of termination to the other. The lease will terminate at the end of the next calendar month (i.e., notices received before the first date of any month terminate the lease as of the end of that month.) If either party wishes to change the lease terms (e.g., increase the rent) notice to that effect must be given on or before the fifteenth of a given month and will take effect on the first day of the second month following, thus allowing the other party about 15 days to terminate the lease before the new lease terms take effect.

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8. 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"/>
<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other:</i>	<input type="checkbox"/>	<input type="checkbox"/>

9. EFFECT OF UNDELIVERED LEASE

The LANDLORD agrees not to accept any rental payment under this lease until a fully executed copy of it has been received by all parties to the agreement.

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10. INABILITY TO GIVE ACTUAL POSSESSION

If the LANDLORD is unable to give the TENANT actual possession of the rented property at the beginning of the lease term for any reason not attributable to the TENANT, the TENANT has the choice of (1) terminating this lease and recovering rent, deposits, and other consideration already paid, or (2) delaying acceptance of actual possession until the LANDLORD is able to give it. If the second choice is made, the TENANT is not liable for the rent during the time he is denied possession (then or ever), and he has the option to choose the other alternative at any time until actual possession is given. In no case will the LANDLORD be held liable for failure to provide actual possession if the circumstances are beyond the lessor's control.

11. FIRE OR CASUALTY DAMAGE

If the dwelling unit or premises are damaged or destroyed by fire or casualty to the point that use of the premises is substantially impaired, the TENANT must vacate the part rendered unusable, in which case the rent will be reduced in accordance with the reduction in the fair rental value of the property. If continued occupancy is not permitted by the (city/town) Code, the TENANT may immediately vacate the premises, and notify the LANDLORD in writing within 24 hours, in which case the lease terminates as of the date of vacation. In such case, the LANDLORD must return all deposits and prepaid rent. Nothing in this clause relieves either party of liability arising as a result of negligence.

12. CONDEMNATION

If the whole or any part of the lease premises is taken by any authority having power of condemnation, the TENANT shall peaceably surrender possession, and the lease terms will change or be voided. Treat the part of the property taken as though it were destroyed by casualty. This also applies if a sale or transfer of the property is made in lieu of, to settle, or avoid condemnation proceedings.

13. SALE OF PREMISES

- A. Upon sale of premises, the LANDLORD will give written notice to TENANT specifying name, (city/town) address, and (city/town) telephone number of the new owner, as well as the new procedure for paying the rent, if any. Any LANDLORD who conveys the property in good faith to a purchaser is relieved of liability under this lease for events after this notice is sent and after the conveyance is made.
- B. The LANDLORD agrees to protect the TENANT'S interests in any sale of the premises and to require any new purchaser to assume all the obligations of this lease. Notwithstanding clause (A) above, failure to do so makes the LANDLORD liable for damages the TENANT may suffer as a result.

14. TENANT'S PROMISES

The TENANT agrees that any of the following are prohibited, if so indicated on all copies of this lease.

PETS WATERBEDS OTHER: _____

The TENANT also agrees that:

1. He will comply with all obligations imposed on TENANT'S by building and housing codes.
2. He will keep the parts of the building that he occupies or uses as clean and safe as conditions permit.
3. He will remove from the premises all trash, garbage, rubbish and other wastes in a manner established by the LANDLORD.
4. He will keep all plumbing that he uses in a clean and workable condition.
5. He will use reasonably all electrical, plumbing, sanitary, heating, ventilation, air conditioning, or other facilities.
6. He will not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises.
7. He will conduct himself in a manner that will not disturb other people.

8. He will not make substantial alterations to the property without the LANDLORD'S permission.

15. FURTHER TENANT PROMISE

- A. The TENANT will give the LANDLORD and his agents access to the premises for any reasonable purposes. Except in emergency situation, the LANDLORD must give the TENANT at least 24 hours notice of intent to seek access, as well as the date and approximate time, and the reason.
- B. Any time after either party has given the other notice of termination of the lease as per sections 6 or 7, or after both parties have failed to give proper notice as described in section 6, so that termination of this agreement becomes irrevocable, the TENANT will allow the LANDLORD to authorize prospective TENANT'S to inspect the premises at reasonable times.

16. LANDLORD'S PROMISES

The TENANT has deposited \$ _____ with the LANDLORD as security for unpaid rent and damages caused by the TENANT during the term of this lease. This deposit will be administered by the LANDLORD in accordance with all applicable state and local laws. The deposit will be retained by the LANDLORD in escrow until the end of the lease term or the TENANT'S vacation of the premises and the balance after charges must be paid within 30 days afterwards, provided that the TENANT gives the LANDLORD or his agent an address to send the deposit to.

The LANDLORD also agrees that he will:

1. Comply with all requirements of (city/town) Housing Codes.
2. Make repairs and do whatever is necessary to keep the premises in a fit and habitable condition, provided that those repairs were not made necessary by the TENANT'S misuse, abuse or negligence.
3. Supply heat as needed to keep the temperature inside the rented property at 20 Celsius (68 Fahrenheit) between October 1 and May 1.
4. Furnish janitorial service for all areas of the property that the TENANT is not responsible for. (See clause 14, item 2, above).

5. Maintain sound locks on all doors and windows and to protect the security of the TENANT and his property.
6. Provide the TENANT with constant access to fuses and circuit breakers for the leased premises, as well as the meters for any utilities for which the TENANT pays.
7. Pay promptly any utility bills which the LANDLORD is responsible for, so as to ensure uninterrupted service to the TENANT.

17. TENANT'S REMEDIES

In the event of an emergency that seriously affects habitability, such as loss of an essential service, the TENANT will contact the LANDLORD, using appropriate diligence, and may contact any appropriate authority, agency or utility. If any other sorts of repairs are needed, the TENANT will notify the LANDLORD. If the LANDLORD fails to cure the problem in accordance with his obligations under this lease and with appropriate haste, the TENANT may exercise whatever lawful options are open to him. The LANDLORD is liable for the behavior of his agents, employees, business associates, and anyone else who is on the property with his permission.

18. LANDLORD'S REMEDIES

- A. If the TENANT violates any of the conditions of this lease other than those pertaining to the payment of his rent, the LANDLORD may give the TENANT 15 days notice of termination of the agreement. If the default has not been cured or the objectionable behavior stopped, the LANDLORD may give the TENANT five days' notice of termination of the agreement. At the conclusion of that five days, the LANDLORD may begin eviction proceedings.
- B. If the TENANT defaults in the payment of rent, the LANDLORD may give the TENANT 15 days notice of termination of this agreement. If the TENANT has not paid all monies due, including reasonable interest charges, by the end of the fifteen days, the LANDLORD may begin eviction proceedings.

- C. In either case above, the lease is considered terminated if the LANDLORD wins an eviction judgment in Municipal Court.
- D. The LANDLORD may apply security deposit toward any unmet obligation of the TENANT'S.
- E. The TENANT is responsible for the behavior of his friends, invitees, guests or any other people who are on the premises with his permission.
- F. Each TENANT who signs this lease may be sued individually and held responsible for any TENANT liability, or all TENANTS signing this lease may be held responsible collectively, at the option of the LANDLORD.
- G. In the application of remedies, the LANDLORD has a duty at all times to mitigate damages.

19. TENANT'S REMEDIES FOR UNLAWFUL OUSTER

If a LANDLORD illegally removes or excludes the TENANT or his property from the premises, or willfully diminishes services to the TENANT required by this agreement, the TENANT may recover possession, terminate this agreement, recover damages for injuries resulting from such actions, or a combination of these solutions, at his option.

20. 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.

21. RETALIATORY CONDUCT PROHIBITED

The TENANT has certain legal right, including, but not limited to, the right to complain to government agencies concerning violations of this lease or the law committed by the LANDLORD, to complain to the LANDLORD concerning such violations, and to organize or join a TENANT'S union, or similar organizations. The LANDLORD has no

right to retaliate against the TENANT for exercising these rights, either by increasing rent, decreasing services, or threatening eviction.

22. SUBLEASING AND ASSIGNMENT

The provisions of this lease are binding upon assigns or successors of either party, provided only that the TENANT may not assign or sublet this lease without the LANDLORD'S permission. The LANDLORD may not withhold such permission unreasonably.

23. ARBITRATION

Both parties may agree to submit any dispute arising under this lease to final and binding arbitration, with the arbitrator(s) to be chosen by mutual consent.

24. CAPTIONS AND PRONOUNS

The captions in this lease are for reference only, and are not intended to modify the meaning of the clauses they introduce. The pronouns used in this lease to refer to LANDLORD and TENANT (he, him, his, himself) were chosen for convenience and ease of reading. They should be interpreted as feminine or plural whenever appropriate.

25. ADDITIONAL AGREEMENTS

The LANDLORD agrees to make the repairs, replacements, and installations listed below. If the repairs are not made by the date given below, the TENANT may make such repairs himself, subtracting reasonable costs so incurred from the next rent payment(s). If the repairs are due to be completed on or before the day this lease begins, the TENANT has the alternative, if such repairs are not completed, of treating failure to provide the specified work as failure to provide actual possession, and avail himself of the rights and remedies specified in clause 10. In such a case, the LANDLORD may still be held liable for damages suffered by the TENANT, clause 10

notwithstanding.

IF THE SPACE BELOW IS NOT FILLED IN ON ALL COPIES OF THIS LEASE, THEN THIS CLAUSE IS VOID AND HAS NO MEANING.

REPAIR:

WILL BE COMPLETED BY:

The LANDLORD and TENANT also agree to the following conditions. If the space below is not filled in on all separate copies, this clause has no meaning. All conditions must be filled in on all copies.

26. ENTIRE AGREEMENT

This lease is the entire agreement between the TENANT and the LANDLORD. It supersedes any previous agreements, understanding, or representations. It may only be modified by written agreement between LANDLORD and TENANT.

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27. SIGNATURES

The undersigned agree to be bound legally to this document.

LANDLORD(S):

TENANT(S):

DATE:

DATE:

28. ASSIGNMENT OF LEASE

(If either party assigns the lease, details of the transaction may be recorded on the back of this page.)