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Sublet Form

1. **Date and Parties**
   This agreement, dated _____________, 20____, is between ____________________________________________, hereafter called Tenant, and ____________________________________________, hereafter called Subtenant.

2. **Rented Properties**
   The Tenant hereby subleases to the Subtenant the property described below, which the Tenant lawfully rents from the Owner or the Agent (hereafter called Landlord):

   In the Commonwealth of Massachusetts, to be used and occupied as a residence only, for not more than _______ persons.

3. **Landlord**
   The Owner of Agent for this property is ____________________________________________.  
   The Address is _____________________________________________________________.

4. **Term**
   This sublease begins on ________________, 20____, and ends on ________________, 20____.

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:

The rent is to be paid at the time and place described below in following manner
to the ( ) Tenant or to the ( ) Landlord:

6. **Further Financial Obligations**
   The following charger will be paid by the party indicated:

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<thead>
<tr>
<th></th>
<th>Landlord</th>
<th>Tenant</th>
<th>Subtenant</th>
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<tbody>
<tr>
<td>Hot Water</td>
<td>( )</td>
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<tr>
<td>Gas</td>
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<td>Heat</td>
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<tr>
<td>Electricity</td>
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<td>Air Conditioning</td>
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<td>Water (Minimum Charge)</td>
<td>( )</td>
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<tr>
<td>Water (in excess of minimum)</td>
<td>( )</td>
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</table>

Other charged and financial obligations:

7. **Notices**
   Tenant agrees to forward any notices, provided to him/her by the Landlord, to the Subtenant.

8. **Prohibitions**

   The Subtenant agrees that the following are prohibited:
   ( ) Pets
   ( ) Smoking
   ( ) Waterbeds
   ( ) Parties
   ( ) Other:

   The Tenant warrants that anything not expressly prohibited in this sublease is not prohibited in the original lease.
Security Deposit
The Subtenant had 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.

9. Tenant’s Remedies

A. If the Subtenant default 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 for rent in this amount of time, the Tenant and 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 the Municipal Court.
B. The Subtenant is responsible for the behavior of his/her friends, invited guests or any other people on the premises with his/her 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.
D. In the application of remedies, the Tenant had an obligation to mitigate damages.

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

11. 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/her 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.

12. Additional Agreements
The Tenant and the Subtenant agree to the following conditions:
13. **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 return all monies held as deposit or advance rent within 30 days of the Subtenant’s vacation.

14. **Signatures**

The following undersigned have agreed to be legally bound by this agreement.

<table>
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<tr>
<th>TENANT(S):</th>
<th>SUBTENANT(S):</th>
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