

WELLESLEY COLLEGE

Lease

Faculty Residence Supplied by the College

Wellesley College has available a limited number of rental units on or near the campus for use by officers of instruction and administration. It is the policy of the College, in the interest of providing for accessibility of the faculty and administrative officers, to promote the use of these facilities so far as possible.

Wellesley College hereby leases to _____
(the "Tenant") who is employed by the College, _____
(the "premises"), for a term commencing _____, 20____
and expiring on the earlier of (a) termination of Tenant's employment by the College or as soon thereafter as permitted by law and (b) _____, 20____, at the rental rate set forth below, payable at the end of each month (to be deducted from salary when Tenant is on salary).

Monthly Rental	July	August	September through June
Basic Rent	\$ _____	\$ _____	\$ _____
Estimated Electricity Cost*	\$ _____	\$ _____	\$ _____
Garage Rental	\$ _____	\$ _____	\$ _____
Total Monthly Rental	\$ _____	\$ _____	\$ _____

*Subject to periodic adjustment based on actual use.

Heat

All fuel expense paid by Tenant

Lead Paint Certificate

Tenant acknowledges receipt of the Tenant Certification Form and the Tenant Lead Law Notification.

Offered: WELLESLEY COLLEGE, by

_____, 20__

Accepted: _____, 20__
Tenant

Tenant should retain the yellow copy for reference.

Please mail or deliver the white copy to:

43321390_4

Department of Faculty Housing & Transportation
Wellesley College
106 Central Street,
Schneider Center, Room 215
Wellesley, MA 02481-8203

TERMS AND CONDITIONS OF OCCUPANCY:

1. **TERMINATION IF EMPLOYMENT CEASES** — As provided above, this Lease shall terminate after Tenant ceases to be employed by the College, or on June 30 if such employment ceases as of July 1, and Tenant has been notified of termination by June 1.
2. **SUBLETTING** — Tenant shall occupy the premises and shall not assign nor sublet any or all of the premises or permit any other person to occupy the same (excepting Tenant's spouse and children) without the prior written consent of the College, such consent to be granted or denied at the College's sole discretion.
3. **DECORATIONS AND ALTERATIONS** — Tenant shall not paint, make holes in walls, doors or ceilings, or alter the premises in any manner or install any equipment or appliance, including TV aerials, or any locks, without the prior written consent of the College.
4. **REPAIRS; MAINTENANCE OF GROUNDS** — All repairs to the premises shall be made by the College and Tenant shall give the College prompt notice of any need for repairs. Tenant shall reimburse the College for expense of repairs and replacement to the premises and any furniture and equipment therein belonging to the College resulting from damage or loss caused by Tenant or anyone for whom Tenant is responsible. If the premises are an individual house, and not on the campus proper, Tenant shall maintain and take good care of the lawn, shrubbery and other landscaping.
5. **UTILITIES** — Tenant will pay for electricity and heating expenses to the extent indicated on the cover of this Lease, but if no estimate for electricity is indicated, Tenant pays all electricity expense directly to the municipal utility. Water is furnished by Landlord. Tenant is responsible for obtaining and paying for other utilities.
6. **RIGHT OF ENTRY** — The College may enter the premises to inspect the same, to show the same to a prospective tenant, purchaser, mortgagee or its agent, or to make repairs.
7. **TENANT'S PROPERTY** — All property of Tenant on the premises or in any storage areas shall be at the sole risk of Tenant (excluding damage caused by the omission, fault, negligence or misconduct of the College) and shall be tenant's responsibility to insure. Tenant shall not keep anything on the premises which would be dangerous or a nuisance.
8. **CASUALTY** — If any part of the premises or of the building of which they are a part is damaged by fire or other casualty, the College may terminate this Lease by notice to Tenant or may elect to repair and the rent shall be proportionately abated until the repairs are completed.
9. **SURRENDER OF PREMISES ON TERMINATION** — Upon termination of this Lease, Tenant shall remove his/her property, deliver to the College all keys to the premises and surrender the premises in a clean and orderly condition, and any of Tenant's property not so removed may be disposed of by the College at Tenant's expense,
10. **RULES AND REGULATIONS** — Tenant will conform to such reasonable rules and regulations regarding use of the premises as the College shall adopt.

11. **DEFAULT** — If Tenant fails to perform any of Tenant's obligations hereunder, the College may terminate this Lease by written notice delivered or mailed to the premises as provided below but Tenant shall remain liable for payment of rent and performance of the other obligations hereunder through the date of termination and for any loss of rent or expense of reletting, including reasonable cleaning and repainting expenses. The College may terminate this Lease by providing Tenant with fourteen (14) days written notice to vacate the premises in the event of any monetary default by Tenant under this Lease.
12. **WAIVER OF SUBROGATION** —To the extent permitted by law each party waives any insured claim against the other for loss or damage arising from fire or other casualty.
13. **INCORPORATION OF "FACULTY HOUSING AT WELLESLEY COLLEGE" REVISED FALL 1998** — Section IV through and including Section XI are incorporated herein by reference to the same extent as if these Sections were fully set forth in this Lease.
14. **TEMPORARY RELOCATION** — In the event that repairs or improvements are to be made to the premises, and such repairs or improvements cannot be efficiently made while Tenant occupies the premises, the College shall have the right to relocate Tenant to comparable housing during the time required to make such repairs or improvements.
15. **FAILURE TO VACATE** — If Tenant shall occupy the premises after this Lease terminates, the terms and conditions of this Lease shall apply as long as tenant remains in occupancy; provided that Tenant shall be deemed a tenant at sufferance only (not a tenant at will) and this Lease shall not be deemed to be renewed for any additional monthly or annual term. Nothing in the foregoing shall be deemed to affect the termination or give Tenant a right to remain in the premises.
16. **WAIVER** — The waiver of one breach of any agreement or condition of this Lease shall not be considered to be a waiver of that or any other agreement or condition or of any subsequent breach thereof.
17. **SEPARABILITY** — If any provision of this Lease or portion of such portion or the application thereof to any person or circumstance is held invalid, the remainder of this Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
18. **PERMITTED USE** – Tenant shall use the premises as a residential dwelling only and for no other purposes.
19. **INSURANCE** – The College recommends that Tenant obtain and maintain during the term of this Lease customary insurance coverages and amounts maintained by residential tenants with insurers acceptable to the College; provided that Tenant shall not be obligated to obtain such insurance. Tenant acknowledges that by failing to obtain the recommended insurance coverages Tenant is exposing itself to the risk of incurring out-of-pocket expenses in the event Tenant suffers a loss that would have been covered by such recommended insurance and Tenant agrees to assume such risk and not look to the College or the College's insurer for reimbursement of any such costs. In no event shall the College be liable to Tenant or to any person or entity claiming through or under Tenant for (i) any damage by or from any act or negligence of any other licensee, tenant, subtenant or occupant of the premises or invitee or guest of any such person or entity, or by any owner or occupant of property contiguous thereto, or (ii) any injury or damage to persons or property resulting from, including but not limited to, fire, explosion, rain, wind, snow, or by any other cause of whatever nature, unless caused by or due to proven acts of negligence or willful misconduct of the College or of its employees or agents acting in the course and scope of their employment or agency relationship with the College.
20. **NON-EMPLOYMENT** – This Lease is not and shall not be construed as a contract of employment between the College and the Tenant for any period of time, nor does this Lease constitute a promise or guarantee that the College will continue to make housing available to Tenant for his/her period of employment with the College.

21. INDEMNITY – Tenant shall indemnify and hold harmless the College against any and all injury, loss or damage of whatever nature, to persons or property (a) arising within the premises (excluding damage caused by the omission, fault, negligence or misconduct of the College) or (b) arising outside of the premises as a result of any act, omission or negligence of Tenant or its family members, guests or invitees.
22. LIMITATION ON LIABILITY - No official, officer, joint venturer, trustee, representative, consultant, volunteer participant, employee, or agent of the College shall be personally liable in any manner or to any extent under or in connection with this Lease. In no event shall the College be liable for any indirect or consequential/special damages.
23. TERMINATION – In the event Tenant vacates the premises prior to the expiration date of the Lease, Tenant shall provide Landlord with thirty (30) days' prior written notice of such election to vacate the premises.

Revised 5/15