Policies and Procedures
for
Harvard University Housing Tenants
(Including Rules and Regulations for Harvard University Housing)

2019 – 2020 Leasing Season

www.huhousing.harvard.edu
If you have questions regarding these policies and procedures: Contact: Harvard University Housing (HUH) Leasing Department 1350 Massachusetts Avenue – Room 827 Cambridge, MA 02138-3846 617-495-1459 leasing@harvard.edu

If you are a faculty member: Contact: Faculty Real Estate Services Office 1350 Massachusetts Avenue – Room 827 Cambridge, MA 02138-3846 617-495-8840 fres@harvard.edu

If you live in Harvard University Housing located In Cambridge, Allston, or Somerville and you have questions about obtaining a parking permit or canceling or extending your current parking agreement: Contact: Harvard University Parking Services Campus Service Center 1350 Massachusetts Avenue – Room 807 Cambridge, MA 02138-3846 617-496-7827 parking@harvard.edu http://www.transportation.harvard.edu

If you live at Harvard @ Trilogy in Boston and have questions about obtaining a parking permit or canceling or extending your current parking agreement: Contact: Standard Parking – Fenway Triangle Trilogy Garage 180 Brookline Avenue Boston, MA 02215-3938 617-236-5558

If you have questions about parking in the Longwood Medical Area: Contact: Harvard Longwood Campus Commuter Services and Parking Office 180B Longwood Avenue, Room 130B Boston, MA 02115 617-432-1111 parking@hms.harvard.edu https://hms.harvard.edu/departments/campus-planning-and-facilities/campus-services/parking-and-commuter-services/parking

Note: Parking is not, nor has ever been, included in the rent at Harvard University Housing complexes.

If you have questions concerning roommate listings: Contact: Harvard Campus Service Center 1350 Massachusetts Avenue – Room 807 Cambridge, MA 02138-3846 617-496-7827 huhousing@harvard.edu

If you have questions concerning subletting: Contact: Harvard University Housing Leasing Department 1350 Massachusetts Avenue – Room 827 Cambridge, MA 02138-3846 617-495-1459 huhousing@harvard.edu

If you are a student and have a question about rent charges on your student account): Contact: Harvard University Housing Accounts Receivable Office 617-495-1612 CS_AR@harvard.edu

The Graduate Commons Program (GCP) Contact: 617-496-5993 graduatecommons@harvard.edu http://www.huhousing.harvard.edu/residents/graduate-commons-program

All tenants: If you have questions regarding building maintenance, contact your Property Manager at the telephone number listed on your lease. Contact information can also be found at http://huhousing.harvard.edu/residents/welcome-and-arrival-information. Select your property from the drop-down menu, then click “Go.”

Individuals who need to request accessible housing accommodations related to a disability or serious ongoing medical condition should contact the HUH disability housing coordinator at leasing@harvard.edu for preliminary information. HUH works closely with University Disability Services and the Harvard graduate school local disability coordinators to explore effective housing accommodations and alternative housing solutions whenever possible.
Welcome to Harvard University Housing! This handbook will answer most commonly asked questions about policies and procedures and sets forth the rules and regulations for all tenants living in Harvard University Housing (HUH). Please read this booklet carefully. Abiding by the provisions of your lease and this handbook is a requirement for continuation of tenancy. If you have additional questions, we encourage you to contact us (refer to page 2, above).

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Policies and Procedures

Leasing Documents

A LEASE is a legally binding document between the tenant (you) and the landlord (President and Fellows of Harvard College) which gives the tenant the right to use and occupy a specific apartment in exchange for rent.

After you select an apartment, a Leasing Coordinator will review your apartment selection. Upon approval, an email typically will be sent to you within two business days directing you to login to the housing portal to electronically sign your lease documents.

Once generated, you may not alter the lease. To add or remove a spouse/domestic partner, child, sibling, or parent as an authorized occupant, refer to pages 6-7. To add an eligible Harvard-affiliate roommate, refer to pages 7-9.)

Read your lease carefully before signing it. Your electronic signature on the lease (or the electronic signature of the person you have designated on a notarized Power of Attorney) commits you to the following:

- Abiding by all the provisions and agreements in the lease.
- Abiding by all the Housing Policies and Procedures.
- Paying your rent on time each month during the term of the lease whether you occupy the apartment or not.

The email and lease will state the specific due date for you to sign all required documents and submit your initial rent prepayment. Typically, this must be completed within three business days if the lease starts in the future. However, if the apartment is available immediately when selected, signatures and prepayment must be completed within 24 hours.

A LEASE RIDER is an addition to the lease indicating a specific condition of that lease that varies from the printed terms of the lease document. For example, some leases may end at a date other than June 30, or a construction project may be taking place during the lease term.

Federal and State laws require that tenants of apartments built before 1978 are to be issued the TENANT LEAD LAW NOTIFICATION and TENANT CERTIFICATION FORM. Tenant(s) must sign the Tenant Certification Form that is included in the lease documents.

Rent Payments

- The first or initial rent due must be prepaid by wire transfer, by credit card, or by check or money order and submitted with your lease by the lease due date. If your lease begins before the 15th of the month, the amount is prorated for that month. If it begins on or after the 15th, the amount due includes the prorated first month and the entire next month as well.
- To ensure proper credit to your account, be sure to reference your full name as it appears on your lease and your Harvard University Housing address in your payment.
- After the initial rent payment, subsequent rent payments are due on or before the first day of each calendar month.
- Refer to page 1 of your lease and to http://huhousing.harvard.edu/apply/application-process/payment-info for additional information and instructions.

Note: Any fees that may be incurred by utilizing bank/wire transfers or due to differences in currency exchange rates may be deducted from your total payment. If not accounted for in advance, this could result in a shortage in your rent payment, incurring an arrearage.

Students
- If Tenant is a Harvard student billed by University Student Financial Services, rent and other charges due under the Lease will be transferred to Tenant's student account and are payable in advance on the first day of every calendar month and on the due dates stated on the student account, according to the policies established by Student Receivables.
- When your student account is active, rent charges and other charges due under the Lease are transferred monthly to your student account on my.harvard (https://my.harvard.edu/). Rent charges are payable by the due date noted on your student account, according to the policies established by Student Receivables. Refer to the University Student Financial Services website for information about accepted forms of payment and be sure to check your student account frequently to ensure your rent is not in arrears (https://sfs.harvard.edu/).
- Until student billing commences, or after generation of the final or graduation bill, rent is due on or before the first day of each and every calendar month and must be paid directly to Harvard University Housing by check, money order, wire transfer, or credit card (accepted in person only at the Harvard Campus Service Center). Please note that HUH’s online rent payment credit card link may be used for the initial payment only; do not use it to make subsequent rent payments.

Faculty/Employees (Harvard Paid)
- Monthly rent and other charges due under the Lease for those on the Harvard payroll is charged to and paid via payroll deduction, which can take up to two months to go into effect. Once deductions start, deductions are applied to the following month’s rent.
- Rent due prior to the start of deductions, rent due in excess of the deductible amount, or rent due after payroll deduction stops (for example, if your Harvard-paid faculty/employee status changes), must be paid directly to Harvard University Housing by check, money order, wire transfer, or credit card (accepted in person only at the Harvard Campus Service Center). Please note that the online rent payment credit card link may be used for the initial payment only; do not use it to make subsequent rent payments.

Faculty/Employees (Not Paid by Harvard)
- Monthly rent and other charges due under the Lease for non-Harvard-paid visiting faculty, visiting scholars, visiting fellows, non-benefits-eligible postdoctoral fellows, Harvard teaching hospital employees with a valid Harvard I.D. number, or those in similar affiliation categories is paid directly to Harvard University Housing by check, money order, wire transfer, or credit card (accepted in person only at the Harvard Campus Service Center) on or before the first day of each and every month.

Roommates (Joint and Several Obligations)
Rent charges are divided evenly among cotenants, but the “joint and several obligations” clause makes every tenant (lease signer) responsible for the entire rent amount due and for the full cost of any damages to the apartment. There is no paying “just your part.” This is the case regardless of the means roommates use to divide the rent and expenses among themselves. If one tenant leaves the group, does not pay his/her share of the rent, or causes damage to the apartment, then each of the other tenants, individually as well as collectively, is responsible to HUH for payment of that co-tenant’s share and the cost of repairs. If all rent and other charges are not paid, all tenants are subject to legal action, including eviction. This may have, in addition, significant effects on your credit rating. Under the “joint and several obligations” clause, if legal disputes arise or back rent is owed, HUH can pursue all (or any of) the tenants listed on the lease, at its discretion. If you pay the Landlord for charges due because of your co-tenant’s actions, it is solely up to you to collect from the non-paying co-tenant.

Late Payment of Rent
- If you are in default after the first day of any month, and you fail to make acceptable payment arrangements to bring your account current, HUH reserves the right to charge you a last month’s rent and a security deposit.
- If you fall two weeks behind in rent, you may receive a late payment notice.
- Failure to respond to a late payment notice may result in a 14-Day Notice to Quit and may ultimately lead to eviction.
- If you are a student tenant, failure to pay the charges on the student account or any monies due and owing Harvard University by the scheduled due date, and failure to make acceptable payment arrangements to bring your student account current, also may result in Harvard University placing a financial hold on your account, preventing you from registering from future classes, renewing your lease, requesting transcripts, or receiving your diploma.
- Harvard University may refer the delinquent account (which may include charges under your lease as well as any other delinquent charges) of any student, employee, officer, or faculty member to a collection agency and you may be responsible
for paying the collection agency fee, which may be based on a percentage, at a maximum of 40 percent of the delinquent account amount, together with all costs and expenses, including reasonable attorney’s fees, necessary for the collection of your delinquent account.

- Your delinquent account also may be reported to one or more of the national credit bureaus following termination of the lease or the end of the lease period.
- HUH reserves the right to refuse to extend the lease of any tenant with a history of late payments or other defaults under her/his lease.

Return of Advance Rent

The lease is a binding legal document. If you are unable to fulfill your obligations, notify the HUH Leasing Office immediately at 617-495-1459 or leasing@harvard.edu. For example, if you decide you are not coming to Harvard and will not need your apartment, you must contact HUH to file a vacate notice, in addition to notifying your school. (This notice must be submitted even if you never picked up your keys or moved into your apartment.) Your initial rent prepayment will be returned in full only if we re-lease the apartment before the scheduled start of your lease. If we re-lease the apartment after the lease start date but during the initial rent prepayment period, you will receive a prorated refund. If we cannot re-lease the apartment during this period, you will forfeit your entire initial rent prepayment and you will be charged and held responsible for rent payments and must meet all HUH tenant obligations until the apartment is re-leased or the expiration date of your lease, whichever date is earlier.

RENT INCREASES

The monthly rent amount stated on your lease is applicable throughout the lease term. Thereafter, if your lease is extended, the rent amount may be changed on an annual basis, typically effective on July 1, depending upon the expiration date specified in your current lease. Your new rent amount is provided when Lease Termination Notice/Extension Request notices are emailed in March of each year.

AUTHORIZED OCCUPANTS

- Only an eligible Harvard affiliate may be named as a tenant on the Harvard University Housing lease.
- To add your spouse/domestic partner, child, sibling, or parent to your tenant files as authorized occupants, you must include them on your Harvard University Housing Application and must complete and submit an Authorized Occupant Form if you sign a Harvard University Housing Lease.
- If a new authorized occupant will join you in the apartment during your tenancy (for example, you get married, you have a baby, etc.), you must contact the Leasing Office and submit an Authorized Occupant Form as soon as possible.
- If you live with roommates and you wish to add a spouse/domestic partner, child, sibling, or parent as an authorized occupant, all roommates must agree to the addition and must indicate their agreement by signing the Authorized Occupant Form.
- To remove a previously listed authorized occupant during the lease term, you must submit your request and its effective date by at least 90 days’ notice in writing via email to the Leasing Office at leasing@harvard.edu. Please submit your request in a timely manner so HUH can then remove the occupant from your tenant record and alert your property management office to deactivate the occupant’s building access cards and key fobs, if applicable. Please be sure to collect any apartment or building keys/key fobs/swipe access cards the occupant may possess and return them to your property management office.
- Failure to list all authorized occupants on your application or to submit the Authorized Occupant Form in a timely manner is considered a violation of your lease.
- An authorized occupant is not eligible to be named as a tenant on the lease and may not retain possession of the apartment when the Harvard-affiliate tenant vacates.
- HUH reserves the right to:
  - Require documentation verifying the marriage of the affiliate tenant to the authorized occupant or a copy of their municipal registration of their domestic partnership.
  - Require legal or municipal documentation verifying the relationship of child, parent, or sibling, or family members to the affiliate tenant.
  - Deny the addition of an authorized occupant if the addition of said occupant will result in applicable Massachusetts apartment occupancy limits to be exceeded.

Notes:

1. A domestic partnership is a relationship in which each party is the other’s sole domestic partner and intends to remain so indefinitely. They are in a relationship of mutual support, caring, and commitment. They share joint responsibility for their
common welfare and are financially interdependent. Neither party is legally married nor related by blood to a degree of closeness that would prohibit legal marriage in the state in which they legally reside. Both parties are at least 18 years of age and mentally competent to consent to contract. They have resided together for at least six (6) months and intend to reside together indefinitely. It has been at least one (1) year since either of them has filed a statement of termination of a previous Statement of Domestic Partnership.

2) Per Clause 2 of your lease, you are not permitted to allow any other person or persons (other than an Authorized Occupant) to occupy your apartment, in part or in its entirety. You must contact the Leasing Office regarding visitors or subtenants.

3) HUH will issue one key set/key fob/swipe access card per tenant or authorized occupant aged 10 and above. Additional keys/swipe access cards may not be purchased.

   • If you live in a building that utilizes key fobs, please be aware that the key fobs are programmed to expire at the end of your current lease/contract period. If you receive approval to extend your lease for another year or to vacate on a date after June 30, you may need to bring your key fob to your property management office for reprogramming prior to that date, or you may not be able to access your building. Failure to do so may incur a lockout fee. Your property management office will provide updated information.

   • If you have lost your keys/key fob/swipe access card, refer to Lost Keys, Key Fobs, Swipe Access Cards and Replacements on page 23 for important information regarding replacement and fees.

4) As a building security and lead law compliance precaution, HUH requires date of birth information for occupants under age 18 and for nonaffiliated family members to obtain a University-issued family ID card (HUID) for entry into HUH card-access controlled buildings. Please note that Harvard Campus Services typically will issue a family HUID only if the family member will reside in HU Housing for three weeks or more; the office does not guarantee an HUID will be issued. The property management office will issue a temporary building access swipe card to listed family members who are not issued an HUID. As an alternative to reporting dates of birth on the Authorized Occupant form, you may contact the Leasing Office at 617-495-1459, or you may provide the information in person when you obtain the HUID(s) through Harvard Campus Services (visit http://www.campusservicecenter.harvard.edu/services/id-cards for information and locations).

   As of January 2019, swipe access cards are provided for entry at 10 Akron Street, 18 Banks Street, Beckwith Circle, 5 Cowperthwaite Street, Crotchite Graduate Center, 29 Garden Street, Harvard@Trilogy, Peabody Terrace, Shaler Lane (laundry and trash enclosure only), Soldiers Field Park Entries 3-15, 9-13A Ware Street (laundry and trash enclosure only), and One Western Avenue. Swipe access cards are also provided to residents of 33-35 Banks Street, 6-6½ Grant Street, and 8A Mount Auburn Street so they may access the 18 Banks Street laundry room. Refer to tenant Welcome information at http://huhousing.harvard.edu/residents/welcome-information and check “Important Things to Note” for updates to this list.

5) Swipe access cards and University-issued ID cards for building access are not transferable. Tenants/authorized occupants are responsible for the card and for the consequences of its misuse. Lost or stolen cards should be reported to your property management office and to the Campus Service Center I.D. Office, http://www.campusservicecenter.harvard.edu/services/id-cards, 617-496-7827, id_services@harvard.edu.

GUESTS

Guests are individuals who are not listed as tenants or authorized occupants and are visiting temporarily, on a non-regular short-term basis. Guests are personally known to the tenant and the tenant is to be present with the guest for the entire guest stay. Guests are not provided access (keys/key fobs or swipe access cards).

   • Tenants are responsible for the conduct of their guests.
   • HUH does not mediate between roommates on guest disputes.
   • HUH prohibits guests that are invited for purely financial reasons; HUH prohibits tenants from soliciting guests through an advertisement, posting, or any other form of advertising to the public.

All roommates are jointly responsible for fines and/or lease defaults arising out of use of a unit by unauthorized persons, including prohibited transient subletting or short-term rentals via online listing platforms or social media group sites such as but not limited to Airbnb, Sublet.com, Roamer, Facebook, Twitter, Craigslist, etc.

ADDING A HARVARD-AFFILIATED ROOMMATE TO YOUR LEASE (ROOMMATE ADDITION)

HUH does not match roommates.

   • If you plan to live with a roommate and are submitting a new housing application between May 2 and February 28, we recommend that you and your roommate(s) apply together on one application. Please note that only the primary applicant will be able to log in to view Currently Available apartments.
   • If you are submitting a new housing application in time be part of the View and Select process (between March 1 and May 1), we recommend that each roommate apply as an individual in order to maximize your group’s chances of securing an
apartment. By doing so, each eligible applicant will be assigned a View and Select window and will also be able to log in to view Currently Available apartments.

The Harvard University Housing (HUH) roommate addition process has been put into place so that an applicant who has rented an apartment can add an eligible roommate(s) after the initial lease has been processed. The process is also available for current affiliate tenants who need to replace a roommate who is vacating. Information about the roommate addition process can be found below and at http://huhousing.harvard.edu/living-huh/important-information-residents/roommates. You will also find a link to the HUH-approved roommate resource, Off Campus Partners at https://www.harvardhousingoffcampus.com where you may post or view roommate listings.

Choose Your Roommates Carefully

- It is important to protect yourself by choosing roommates you can trust.
- Be sure that all members of your roommate group 1) understand and will follow the policies and rent payment requirements listed in the HU Housing lease, and 2) read and understand the restrictions and “joint and several obligations” information on page 5 of this booklet and in Clause 26 of your HUH lease.
- Roommates should clearly communicate with each other regarding daily living arrangements and how guests in the unit will be handled.
- HUH does not mediate roommate disputes. If an issue arises that you cannot easily solve, negotiation options include School deans and the University Ombudsman Office (http://ombudsman.harvard.edu/). Harvard’s Employee Assistance Program (http://hr.harvard.edu/employee-assistance-program) is an additional resource for staff and faculty.
- Keep HUH informed when a roommate vacates the apartment.

Restrictions

- Roommate addition requests must be made between April 1 and November 15 by tenants whose lease will expire the following June. Tenants who have chosen to terminate their lease, or who will lose affiliation through graduation or end of appointment during the existing lease term, may not request to add a roommate.
- If the roommate applicant is a current tenant in another Harvard University Housing unit, he or she must obtain approval from HUH to terminate his or her lease/housing contract to qualify for a roommate addition.
- If the roommate applicant is in another roommate situation in Harvard University Housing, he or she must file a Roommate Lease Termination Request form, which all his or her roommates must agree to complete and sign. Please note that this circumstance does not qualify as a Transfer. Please refer to pages 10-11, Transferring to another Harvard University Housing Apartment.
- The roommate applicant must not hold a current dormitory or residence hall contract. Proof of cancellation may be required. (Cronkhite Graduate Center residents should contact the HUH Leasing Office.).
- Should a co-tenant/roommate request permission to have a service animal or an assistance animal live with them in the HUH apartment and the co-tenant’s/roommate’s eligibility for the animal has been verified by appropriate University staff, please be aware that the presence of the animal must also be agreed to by all other co-tenants/roommates listed on the lease. Refer to page 18, Service Animals and Assistance Animals, for additional information.
- The roommate addition lease cannot be backdated or retroactive, and the addition process cannot be used to secure rights to occupy an apartment at a later date. The roommate applicant must take occupancy no later than the first day of the month following approval of the roommate addition. Also, if the new roommate is replacing a vacating roommate, the lease addition start date cannot overlap the departing roommate’s vacate date.
- HUH will not perform turnover painting and cleaning of the apartment or room when a roommate is being added to the lease. By signing the lease documents, the roommate agrees to accept the apartment or room in “as is” condition.
- HUH reserves the right to deny the addition of a roommate applicant taking illegal occupancy and, in such cases, the right to terminate the lease and deny access to the apartment.

The Process

- Once a prospective roommate(s) is found, both the current tenant(s) and the prospective roommate(s) must notify the Leasing Office of their intention to be roommates via email at leasing@harvard.edu. Additionally, tenants must inform HUH if an existing co-tenant/roommate will be vacating the apartment. The Leasing Office will direct you regarding next steps in the roommate addition process. When process updates are available, they also will be posted at http://huhousing.harvard.edu/living-huh/important-information-residents/roommates.

Rent Charges and Credits

- We encourage prospective roommates NOT to exchange rent money in advance. HUH Accounts Receivable will not reconcile accounts to reflect payments made between roommates privately.
Partners), and the required Sublet Application form to submit for approval. This contains all the policies regarding subletting and provides information on city ordinance restrictions pertaining to short-term sublets, instructions on how to advertise your apartment to the Harvard community on the only HUH-approved listing website (Off Campus Listings) is specifically prohibited.

To list your apartment you MUST obtain and use the HUH Sublet Kit available at https://www.harvardhousingoffcampus.com/ and must satisfy all HUH subletting and affiliation qualifications and policy requirements. Advertising on any other online listing platform or social media group, such as, but not limited to Airbnb, Sublet.com, Roamer, Facebook, Twitter, etc., is not permitted under any circumstances.

Please note that split billing may take up to two to three months to go into effect. This may delay the appearance of charges or credits on each tenant’s student account or employee payroll account and may affect a student’s September registration.

Roommates are advised to review their bills or paychecks carefully and to contact HUH Accounts Receivable with any billing questions at 617-495-1612 or CS_AR@harvard.edu.

Keys, Key Fobs, and Swipe Access Cards

The new roommate(s) must obtain his or her authorized keys/key fobs/swipe access cards from the Property Management Office and provide emergency contact information for the management office’s hard files at that time. HUH will issue one set of keys/key fobs/swipe access cards per tenant/roommate. Additional key sets may not be purchased. The new roommate(s) as well as the current roommate(s) should also log in at www.huhousing.harvard.edu (click “Resident Portal” at the top right of the page) to update their tenant profile and emergency contact information on line.

If applicable, any vacating roommate(s) must return all keys/key fobs/swipe access cards to the Property Management Office on the vacate date indicated on the Roommate Lease Termination Form, online Lease Termination Request, or paper Termination/Extension Change form.

Note: Swipe access cards and University-issued ID cards for building access are not transferable. Tenants/authorized occupants are responsible for the card and for the consequences of its misuse. Lost or stolen keys/key fobs/swipe access cards and/or lost HUID (if used to swipe for building access) must be reported to your property management office. Refer to page 23, Lost Keys, Key Fobs, Swipe Access Cards and Replacements for important information regarding replacement and fees. Also, be sure to report a lost HUID to the Campus Service Center I.D. Office (617-496-7827, id_services@harvard.edu). Visit http://www.campusservicecenter.harvard.edu/services/id-cards for information. A fee may be charged.

SUBLETTING

Safety and security are responsibilities shared by all our residents. Those who live in the building have the right to assume that other occupants are affiliates, family members, or guests known to members of our community as specifically authorized in your lease/contract. Use by anyone else is a violation of HUH policies and is grounds for eviction and will be communicated to the Dean of Students (if applicable) of the resident’s School, if applicable. As such, all residents must adhere to all HUH subletting policies.

To list your apartment you MUST obtain and use the HUH Sublet Kit available at http://huhousing.harvard.edu/residents/important-information-residents/subletting-your-apartment-or-room. The Sublet Kit contains all the policies regarding subletting and provides information on city ordinance restrictions pertaining to short-term sublets, instructions on how to advertise your apartment to the Harvard community on the only HUH-approved listing website (Off Campus Partners), and the required Sublet Application form to submit for approval.

Notes:

1) You cannot end your lease on a sublet. Sublets are not allowed if you elect to vacate on any date during your lease term, including the expiration date specified in your current lease, or the expiration date of your short-term lease extension. For example, during the Termination/Extension period, if you elect to terminate your lease and you are not extending your lease for the next academic year, you are not allowed to sublet all or part of your apartment, even if you will be away from your apartment temporarily and will return before your elected vacate date. However, if you are transferring to another HUH apartment, you do have the option to sublet your new/transfer apartment on or after the lease start date prior to your moving into it.
2) Residents holding an HUH lease or housing contract and their affiliated authorized occupants are not permitted to sublet another HUH apartment/unit during the term of their lease/contract.
3) Sublet periods may not overlap; you cannot sublet more than one HUH apartment at the same time.
4) Only an HUH tenant (holder of a valid HUH lease) may sublease an apartment/room. Their approved subtenants are not permitted to sublease the apartment/room to another subtenant.
5) Tenants may advertise their sublet listing only on the HUH-approved Off-Campus Partners sublet listing site at https://www.harvardhousingofcampus.com/ and must satisfy all HUH subletting and affiliation qualifications and policy requirements. Advertising on any other online listing platform or social media group, such as, but not limited to Airbnb, Sublet.com, Roamer, Facebook, Twitter, etc., is not permitted under any circumstances.

Receipt of compensation for occupancy of your unit, transient subletting including “lending” your unit during graduation or over term breaks, and all similar arrangements allowing use of your unit via non-approved short-term rental website listings is specifically prohibited.

6) Contact the HUH Leasing Office if you are not sure about who is eligible to sublet your apartment.
7) If it is determined that you have allowed the use of your apartment for any unauthorized purpose, HUH reserves the right to change the apartment locks and charge the tenant a $200.00 lock/core replacement fee or a $100 key fob replacement fee, as applicable to your property.

8) Sublet periods ordinarily are restricted to the winter recess (late December—late January) and the summer recess, as defined by the University Academic Calendar.

9) At times other than summer and winter recesses you may sublet your apartment only if you are leaving for academic reasons and will return to finish your lease term. For example, if you plan to go abroad for study or research and then come back to finish your program at Harvard. This option requires a letter of confirmation from your school.

10) Tenants are responsible for showing their apartment to prospective subtenants. HUH will not issue viewing passes for this purpose.

11) If the tenant is incoming and has not yet picked up the key(s)/key fob/swipe access card for their HUH apartment, they may authorize their subtenant to pick up their keys. If the subtenant will arrive after hours, the tenant can make advance arrangements for a lock box, if available, on behalf of the authorized subtenant. Lockbox requests must be made three business days prior to the sublet start date. The subtenant will be responsible for returning the keys to the tenant.

12) All other tenants are responsible for providing their apartment key(s)/key fob, mailbox key, and a temporary building access swipe card (applicable if the subtenant does not have a valid HUID card) to their approved subtenant(s). Tenants who do not wish to pass along their own mailbox key may either purchase another mailbox key for $25.00 or suggest their subtenant rent a Post Office box.

   • The first temporary card is issued free of charge and is programmed to permit building access for one week and then is deactivated. This permits enough time for the subtenant to obtain an HUID card. If the temporary swipe access card is lost or is not returned by five days after the sublet expiration, the tenant will be charged a $25.00 lost/unreturned card fee.
   • If the tenant(s) cannot provide keys/key fob and a temporary swipe access card (if applicable), the tenant(s) can complete an Existing Tenant Sublet Key Authorization form (included in the Sublet Kit) for each applicable sublet period, which permits HUH management to provide the key(s)/key fob/swipe access card to the HUH-approved subtenant. This may be done on the condition that the primary tenant(s) agrees to pay the sublet access administration fee of $100.00 if building utilizes key fobs or $200.00 for buildings utilizing standard keys, which will result in lock replacement when the sublet period ends. The authorization form(s) must be signed prior to the start of the applicable sublet period(s), and the fee(s) must be paid via student account, credit card, or check before the Leasing Office will approve your request(s). Any keys/key fob(s) and temporary swipe access cards that are issued must be returned to the property management office by either the tenant or the subtenant.

   Note: If your subtenant already has an HUID, if you reside in a building that utilizes key fobs for apartment access, or if you have received approval for multiple sublet occupants, please refer to specific information in the Sublet Kit.

13) HUH does not inspect or clean your apartment after your subtenant has vacated.

14) Any subresident not approved by the Harvard Housing Office will be deemed an unauthorized occupant, which is cause for termination of your contract. HUH reserves the right to deny an unauthorized occupant access to your unit in the event of a lockout and to deny requests for maintenance.

15) Non-compliance with these and additional policies listed in the Sublet Kit constitutes a lease violation and is cause for termination of your lease.

TRANSFERRING TO ANOTHER HARVARD HOUSING APARTMENT

If you are considering a transfer to another HUH apartment, you must contact Leasing to discuss your specific situation and avoid misinterpretation of restrictions. This is particularly important if you wish to transfer and are planning to sublet your apartment. The Leasing Office will direct you regarding next steps. When updates to the transfer process become available, they also will be posted on www.huhousing.harvard.edu.

Please note that being added to another affiliate’s existing lease does not qualify as a transfer. To be eligible to transfer within Harvard University Housing the following requirements apply:

• You must meet all Harvard University Housing eligibility requirements.
• Your current apartment rent must be up-to-date.
• You must not be in violation of any terms of your lease.
• Your lease must have been in effect for at least three months.
• After the spring lease termination/extension period has started (typically early March), you must request extension of your current lease to be eligible to transfer to another HUH apartment.
• Upon selection of a new apartment, you must submit a $300.00 Transfer Fee to HUH, payable by check, money order, or credit card (accepted in person only at the Harvard Campus Service Center). Please note that being added to an existing lease does not qualify as a transfer.
• You must pay the new market rent rate for the transfer apartment, effective on the lease commencement date.
If your current apartment will become vacant, contact the Leasing Office at www.leasing@harvard.edu immediately to complete a Lease Termination Request so you are not held responsible for two apartments. Your obligation to pay rent for your current apartment will end on your vacate date. (See Note 3 below for important policy conditions.)

Damage beyond normal wear and use to your current apartment and/or not removing your personal property from your apartment may incur additional charges. Please note that personal property may NOT be left for an incoming tenant.

If you have roommates, contact the Leasing Office. BOTH you and your roommate(s) must complete a Roommate Lease Termination form, on which the remaining roommate(s) agrees to assume the obligation to pay the entire monthly rent after you vacate and until a replacement roommate is added to their lease.

Participants in certain block rental housing programs (e.g., Harvard Law School Graduate Student Housing block,) ordinarily are not allowed to transfer without continued rent obligation during the lease term. Contact your program administrator for details.

There must be no more than a one-month gap between the date you are vacating your current apartment and the date the lease starts for the transfer apartment. Also see Note 2, below.

If bedbug activity in or adjacent to your apartment occurs, you may not transfer to another HUH apartment or room until the bedbug activity has been resolved. Refer to page 26 for more information about bed bugs.

Notes:

1) If you are submitting a transfer application for the spring Self Service rental period, you must request extension of your current lease to be eligible to transfer to another HUH apartment. Otherwise, you might find yourself with no place to live if your current lease expires before you sign a lease for another apartment.

   • If you have no intention of remaining in your current apartment for the next year and/or you do not need Harvard University Housing during the summer, but you do want to rent a new HUH apartment, you may want to terminate your current lease. In this circumstance, you should submit a new application at www.huhousing.harvard.edu, but use a different email address than the one you are currently using as a tenant. You also should not list your HUID, but instead click the Letter of Admission/Appointment box. If you use the same email address and HUID that are linked to your current tenant record, the online system will reject your application. Then, send an email to housingapp@harvard.edu to notify the application processor that you are a current tenant submitting a new housing application. Be sure to provide the email address you used on your new application as well as your current HUH address. The processor will input your Harvard University ID number.

2) Apartment availability is not guaranteed.

3) In the circumstance where two (or more) current tenants living in separate Harvard University Housing apartments wish to become roommates and transfer together into one new apartment, the following will apply:

   • Obligation to pay rent will be ended on the primary applicant’s current apartment only as of the vacate date. The primary applicant is the person who will submit the transfer application for the roommate group. Roommates should decide in advance who is to be the primary applicant.

   • Obligation to pay rent will not be ended on the secondary applicant’s/roommate’s current apartment(s) on the vacate date(s). Obligation to pay rent will continue until the date the apartment is re-leased to a new tenant or until the expiration date specified in your current lease, whichever date is earlier.

LEASE EXTENSION (Request to Extend your Lease for another Year)

If you wish to remain in your apartment for another year, you MUST submit a “Request for Extension” in March, once you receive your Termination/Extension (T/E) email notification from HUH. Your request for a lease extension will then be reviewed in consideration of the following:

   • You fulfill all Harvard University Housing eligibility requirements.
   • Special conditions do not preclude extension of the lease.
   • Your rent payments and student account (if applicable) are up-to-date.
   • You are not in violation of any terms of your lease and you abide by all HUH riders and policies.
   • Your apartment is in clean and healthful condition.

Note: HUH is under no legal obligation to extend your lease and reserves the right to refuse to extend the lease of any tenant with a history of late payments, instances of insufficient funds, or other defaults under her/his lease. You must be a tenant in good standing, as noted above, to qualify for renewal. Any changes in the monthly rent rate or the lease terms typically will be effective on July 1, depending upon the expiration date specified in your current lease.
LEASE TERMINATION (Apartment Vacate Notice Submitted During the Annual Spring Termination/Extension Period)

If you do NOT wish to remain in your apartment for another year, you MUST submit a vacate notice in March, once you receive your Termination/Extension email notification from HUH. Notice is required, even if you intend to leave on the expiration date specified in your current lease or you are graduating. You are expected to move out by your selected vacate date, even if the apartment is not re-leased.

Failure to move out by your selected vacate date may result in additional charges and commencement of eviction proceedings. Also refer to pages 14-15, MOVING OUT AND DROPPING OFF YOUR KEYS, KEY FOBS, AND SWIPE ACCESS CARDS.

Notes:
1) Unless otherwise stated on a lease or Termination/Extension Rider, the majority of Harvard University Housing leases typically expire on June 30. This expiration date will be printed on your lease or on your “Request for extension” approval form/email if you are a continuing tenant with an extended lease.
2) If the expiration of your lease varies from our typical dates, you may receive your Termination/Extension form at a different time of year. Your leasing coordinator will provide you with full details.

Vacating your Apartment Prior to your Current Lease Expiration Date (Early Surrender)

- Notice of at least 30 days prior to your requested vacate date is required.
- Enter the date you intend to vacate your apartment and submit your form.
- HUH will schedule turnover maintenance of your apartment for re-leasing. Scheduling is dependent upon apartment turnover volume and staff and vendor availability and takes into account HUH’s normal business hours and the Harvard University Holiday Calendar. You are responsible for the rent during the painting and cleaning period.
- Your apartment will be made available for re-leasing through our online leasing system unless there is a University need. Its listed availability/lease start date will be based on the date the apartment would be ready for occupancy by a new tenant after painting and cleaning is completed. Apartments with vacate dates between March 1 and May 31 will be marketed on our Currently Available list. Apartments with vacate dates on or after June 1 will be made available through the View and Select Windows (active May through early June), then moved to Currently Available only if they remain unrented when the View and Select Windows close.
- You are not responsible for paying for the painting and cleaning service unless damages beyond normal wear and use have occurred and/or you have not removed your personal property from your apartment. Please note that personal property may NOT be left for an incoming tenant.
- Turnover painting/cleaning and the assignment of a Ready/Lease Start Date cannot take place as scheduled if you do not move out by the vacate date you submitted on your vacate notice and may result in additional cost to you.
- Re-leasing of your apartment prior to the expiration date specified in your current lease is not guaranteed. You must pay the rent and meet all HUH tenant obligations until the apartment is re-leased or until the specified expiration date of your current lease, whichever date is earlier.

Vacating your Apartment on your Current Lease Expiration Date (Timely Surrender)

- If you do not wish to make any change and plan to vacate your apartment on your current lease expiration date, enter that date and submit your form.
- You are not responsible for paying for the painting and cleaning service unless damages beyond normal wear and use have occurred and/or you have not removed your personal property from your apartment. Please note that personal property may NOT be left for an incoming tenant.

Vacating your Apartment between July 1 and July 31 (After your Current Lease Expiration Date)

- The option to choose a vacate date up to July 31 also is available unless your lease is designated as non-extendible.
- You must be a tenant in good standing and your rent payments and student account (if applicable) must be up-to-date to qualify for this option.
- Rent for the additional days must be paid in advance and ordinarily is nonrefundable (refer to Changes to your Lease Extension Request or Apartment Vacate Notice, below). Please note that rent rates for the new lease year will be in effect.
- You are not responsible for paying for the painting and cleaning service unless damages beyond normal wear and use have occurred and/or you have not removed your personal property from your apartment. Please note that personal property may NOT be left for an incoming tenant.

Graduating Students

- Your final or graduation charges, which are ordinarily generated in mid to late April, will include your rent charges through the expiration date specified in your current lease. If you have requested a termination date between July 1 and July 31, the rent charge for the additional days (at the new lease year rate) will also appear if we receive your request by the deadline listed in the Termination/Extension Request Instructions. If you miss the deadline, you will be required to pay the additional
rent directly to Harvard University Housing by check, money order, wire transfer, or credit card (accepted in person only at the Harvard Campus Service Center).

**Roommates with Different Vacate Dates**

- All roommates are responsible for paying rent through the expiration date specified in your current lease, unless the apartment is rented to a new tenant prior to that date. If the apartment will become vacant, scheduling of painting/cleaning and marketing of the apartment for re-rental is based on the date the LAST roommate leaves.
- If one roommate vacates on the expiration date specified in your current lease and the other roommate(s) selects a later vacate date or extends the lease for another year, the remaining roommate(s) is held solely responsible for paying the full rental amount starting on the day after the current lease expires. Rent rates for the new lease year will then be in effect.
- Each vacating roommate(s) must return their complete set of keys/key fobs/swipe access cards (if applicable) to the Property Management Office on their vacate date.
- Remaining roommates who have extended the lease for another year are responsible for finding a replacement roommate and will be responsible for paying the full rent until the new tenant(s) is added. Refer to pages 7-9, *ADDING A HARVARD-AFFILIATED ROOMMATE TO YOUR LEASE (ROOMMATE ADDITION)*.

**Termination/Extension Riders**

- A Rider is an addition to the lease that indicates a specific condition that varies from the standard printed terms of the Harvard University Housing lease. Examples: Notice of a building coming offline in the future, acknowledgement of renovations scheduled to take place during the current or new lease term, etc.
- By submitting a lease extension request (full-year) or a vacate date between July 1 and July 31, you agree to the terms indicated by the rider.

**Changes to your Lease Extension Request or Apartment Vacate Notice**

If you need to change the lease extension request or the vacate date you submitted during the T/E period, you must contact the Leasing Office immediately. This is particularly important if you plan to enter or already have entered into a sublet agreement for your apartment and want to change your submitted full-year or short-term extension election to either a lease termination request or a transfer to another HUH apartment.

- A minimum notice of 10 days prior to your originally requested move-out date is required if you wish to change your vacate date. Change requests made with less than 10 days’ notice must also be approved by HUH Property Management.
- A change to a vacate date may be permitted only if your apartment has not been re-leased or “selected” for rental by a housing applicant.
- If your change request is approved, you must sign a Termination/Extension Change form (TEC) and submit a $300.00 TEC processing fee, payable to HUH by check, money order, or credit card (accepted in person only at the Harvard Campus Service Center).
- If you originally selected the expiration date specified on your current lease or a later vacate date up to July 31 but then change to an earlier date, you must pay the rent and meet all HUH tenant obligations until the originally submitted and approved vacate date or the date your apartment is re-rented, whichever date is earlier.
- If you originally requested to vacate your apartment, but now wish to request a lease extension, you must be a tenant in good standing and must meet HU Housing eligibility requirements to qualify for renewal. Additionally, renewal may be permitted only if your apartment has not been re-leased or “selected” for rental by a housing applicant. Landlord has no legal obligation to extend or renew your lease. Refer to 11, *LEASE EXTENSION*.
- If you originally requested an extension of your lease, but now wish to vacate your apartment, you must submit a Lease Termination/Extension Change form, pay the $300.00 processing fee, and must pay the rent and meet all HUH tenant obligations until the expiration date specified on your extended lease or the date your apartment is re-rented, whichever date is earlier.

**VACATING YOUR APARTMENT DURING THE LEASE TERM (Early Surrender – Notice Submitted Prior to the Annual Spring Termination/Extension Period)**

If you need to vacate your apartment during the academic year, prior to the expiration date specified on your current lease:

- Contact the Leasing Office to speak with your leasing coordinator regarding the process to submit your vacate notice.
- Notice of at least 30 days prior to your requested vacate date is required. Participants in certain block rental housing programs (e.g., Harvard Law School Graduate Student Housing block) ordinarily are not allowed to vacate during the lease term. Contact your program administrator for details.
Some Tenants Will Remain in the Apartment

- If you live with a roommate(s) and your roommate(s) will remain in the apartment, all of you must complete and sign a Roommate Lease Termination Request and submit it to the Leasing Office.
- The monthly rent will be split between you and your roommate(s) until your mutually agreed upon vacate date.
- The remaining roommate(s) will be responsible for paying the entire rent amount after you vacate and until a new roommate is found and added to the lease and/or the expiration of the lease, as applicable. Refer to pages 7-9, ADDING A HARVARD-AFFILIATED ROOMMATE TO YOUR LEASE (ROOMMATE ADDITION).

All Tenants are Vacating the Apartment

- All tenants must complete and sign a Termination/Extension Change form (TEC). Payment of a $300.00 TEC processing fee is required at the time you complete your form. Payment to Harvard University Housing may be made by check, money order, or credit card (accepted in person only at the Harvard Campus Service Center).
- HUH will schedule turnover painting and cleaning of your apartment for re-leasing. Scheduling is dependent upon apartment turnover volume and staff and vendor availability and takes into account HUH’s normal business hours and the Harvard University Holiday Calendar. You are responsible for the rent during the painting and cleaning period.
- Your apartment will be made available for re-leasing through our online leasing system unless there is a University need. Its listed availability date will be based on the date the apartment would be ready for occupancy by a new tenant after painting and cleaning is completed. Re-leasing of your apartment prior to the expiration date specified in your current lease not guaranteed.
- You are not charged for the cost of painting and cleaning service unless damages beyond normal wear and use have occurred and/or you have not removed your personal property from your apartment. Please note that property may NOT be left for an incoming tenant.
- Turnover painting/cleaning and the assignment of a Ready/Lease Start Date cannot take place as scheduled if you do not move out by the vacate date you selected on your TEC form and may result in additional cost to you.
- You must pay the rent and meet all HUH tenant obligations until the apartment is re-leased or until the expiration date specified in your current lease, whichever date is earlier.
- You are expected to move out by the vacate date you selected on your TEC form, even if the apartment is not re-leased.
- Failure to move out by the vacate date you submitted may result in additional charges and commencement of eviction proceedings.

Loss of Affiliation during the Lease Term

- Typically, tenants who know they will lose affiliation during the lease term (i.e., November degree) should not request an extension of their lease or sign a new Harvard University Housing lease.
- If loss of affiliation occurs unexpectedly during the lease term, you should contact the Leasing Office to speak with your leasing coordinator.
- If you decide to vacate your apartment, the above rules under VACATING YOUR APARTMENT DURING THE LEASE TERM apply (refer to pages 13-14).
- If HUH (the Landlord) does not terminate your lease and you choose to remain in Harvard University Housing until the expiration date specified in your current lease, rent must be paid directly to Harvard University Housing on or before the due date, which is the first day of each month, consistent with lease terms. (Example: Rent for the month of April is due by April 1.)
- Rent paid by check, money order, or bank check should be sent to Harvard University Housing Accounts Receivable, 46 Blackstone Street, Cambridge, MA 02139-3710. (Note: this office cannot accept in-person payments.) To ensure proper credit to your account, be sure to reference your full name as it appears on your lease and your Harvard University Housing address in your payment.
- Credit card rent payments must be made in person at the Harvard Campus Service Center, 1350 Massachusetts Avenue – Room 807, Cambridge, MA 02138-3846. This office also accepts checks and money orders. (See website for hours: campusservicecenter@harvard.edu.)

MOVING OUT AND DROPPING OFF YOUR KEYS, KEY FOBS, AND SWIPE ACCESS CARDS

Moving Out

- Please note that incoming tenants may not waive apartment painting and cleaning to facilitate the purchase of furniture and household items from a prior tenant.
- You must remove all your personal belongings (your own furniture, personal items, etc.) and vacate your apartment by midnight of the vacate date you selected on your short-term lease extension request, apartment vacate notice, or TEC form,
whether or not the apartment has been re-leased. Failure to do so may result in additional charges and commencement of eviction proceedings.

- You may not leave your own furniture or other personal belongings behind in the apartment or building storage area (if available) for incoming tenants. If vacating and incoming tenants wish to sell and purchase items, arrangements must be made to store those items elsewhere. Possible options include leaving items with a friend or neighbor who is willing to store them, or utilizing an area vendor that offers pick-up, storage, and drop-off service (search the Web for area vendors).
- If you fail to vacate on time, you may also be held responsible for paying (1) rent for each additional day or part thereof, if you selected an early vacate date (prior to the expiration date specified on your current lease), or (2) daily use and occupancy in the amount equal to $150.00 for each additional day or part thereof, plus the cost of all other expenses incurred by HUH due to your late move-out, which may include hotel, storage, and moving costs for an incoming tenant.
- You must remove food, rubbish, etc. and leave the apartment in clean condition or you may be required to pay for additional maintenance costs.
- Be sure to file a U.S. Postal Service change of address notice (https://moversguide.usps.com) and notify all shippers of your new address well in advance of your move. Address changes may take two weeks or more to go into effect. HUH management is not responsible for collecting or forwarding any mail or packages that may arrive after you vacate.

Key, Key Fob, and Swipe Access Card Drop-Off

- During business hours, keys/key fobs/swipe access cards (if applicable), should be dropped off at your Property Management Office.
- After hours, place all swipe access cards and keys/key fobs, except the apartment key, on the kitchen counter. Use the apartment key to lock your apartment door and then slip that key under the door. Telephone or email your Property Management Office right away to inform them that you have left the keys and swipe access cards. Please note this is applicable only if all tenants are vacating.
- If a tenant/roommate will remain in the apartment, any tenant/roommate who is vacating must either drop off their keys/key fobs/swipe access cards to the Property Management Office during business hours or make arrangements for their timely return.
- If you fail to return all keys/key fobs/swipe access cards, you may be required to pay a fee for door lock core replacement of $200.00 for a keyed building or $100.00 for a key fob building (applied to your student account or payable by check or credit card).

Re-occupancy Restrictions

- After HUH receives your vacate notice and has scheduled turnover painting and cleaning of your apartment, your apartment will be made available for re-leasing through our online leasing system unless there is a University need.
- HUH will incur certain costs associated with cleaning and preparation of the apartment for re-leasing.
- Even if your apartment is not re-leased, you will not be permitted to re-occupy the apartment without prior notice to HUH.
- If you elect to re-occupy the apartment for any period prior to its re-lease, (1) you must file a Termination/Extension Change Form (TEC) and you will be required to pay the $300.00 change processing fee, and (2) your apartment will be removed from HUH available apartment listings.

RETURN OF PRO-RATED RENT AFTER MOVE-OUT

The following applies if your vacant apartment is re-leased prior to the expiration of your lease term /rent payment obligation.

- If you are a continuing student, a prorated rent refund will be returned to your student account.
- If you are a departing student (losing affiliation or graduating), you must contact Harvard University - Student Accounts directly to request your prorated refund. Visit http://sfs.harvard.edu/refunds for further information.
- If you are a departing faculty member or employee, you must contact HUH Accounts Receivable at CS_AR@harvard.edu or at 617-495-1612 to request your prorated refund. Please be sure to provide a forwarding address.
- All prorated refunds are based on the actual number of days in that month.
- Rent refund processing can take several weeks.
**APARTMENT AND BUILDING RULES AND REGULATIONS**

**APARTMENTS**

**Furnishings and Appliances**

Majority of apartments are unfurnished. Where furniture is provided, no substitution of items will be made, and furniture may not be removed from the apartment.

- Large or heavy furniture items (i.e., queen- or king-size box springs) may not fit into some apartments, particularly at Peabody Terrace and entries 3—5 and 7—15 at Soldiers Field Park. Check with your Property Management Office in advance of your move.
- Pianos require written consent from HUH Leasing Office and cannot be accommodated at all buildings. Send email to leasing@harvard.edu or call 617-495-1459. If permitted, tenant must sign a Piano Lease Addendum. Countersignature of the addendum by the HUH Leasing Office constitutes written consent. You must then notify the Property Management Office for your building.
- Refrigerators; stoves; other provided appliances, if applicable, such as dishwashers, disposals, washers, dryers, or microwaves; window treatments; furniture and lamps (if provided) must not be removed or relocated.
- Unless supplied by Harvard, washing machines, dryers, dishwashers, refrigerators, disposals, and other major appliances or like equipment are not permitted and may not be used or stored in apartments. Installation, use, or storage of these items in your apartment is considered a violation of the terms of your lease.

**Heat and Air Conditioning**

- Heat is included in the rent at all complexes. In compliance with Massachusetts regulations, heat is provided from September 15 through June 15 each year, at a minimum temperature of 68°F between 7:00 a.m. and 11:00 p.m. and a minimum of 64°F at all other hours.
- To prevent building and apartment pipes from freezing, do not reduce your apartment thermostat below 60°F or close radiator valves during winter for any period while absent from your apartment. Tenants who fail to comply may be charged for the cost of any damages that may occur.
- Air conditioning is provided at the following properties:
  - 10 Akron Street
  - Banks Street 37, 47, and 69
  - 5 Cowperthwaite Street
  - 29 Garden Street
  - Grant Street 2, 3, 5, and 7
  - Harvard @ Trilogy (170 Brookline Avenue)
  - 28 Hingham Street
  - 21 Robinson Street
  - Soldiers Field Park (one window air conditioner)
  - 11-15 Sumner Road
  - One Western Avenue
  - 387 Western Avenue
- In apartments with HUH-provided central air conditioning, the systems ordinarily operate from May 1 through October 31. Central air conditioning will not function when the outside temperature drops below 60°F. The cooling elements of window air conditioners supplied by HUH are winterized by October 31 each year.
- You must sign the appropriate air conditioner policy rider for your building and receive prior approval from the HUH Leasing Office before installing any air conditioner. If permitted, size and installation must meet the requirements outlined by the Property Management Office on the Rider and you must contact HUH’s approved vendor for service. The number of air conditioners permitted per apartment may be limited, and requests for multiple air conditioners must receive prior approval from your property management office. Rental and/or installation/removal costs and utility surcharges apply. You MUST remove your air conditioner by October 31 of each year and may not reinstall it until the following May 1. Through-wall air conditioners must be winterized and rendered inoperative by October 31 and until the following May 1 of each year. Standard window air conditioning units do not fit in all buildings, and some apartments/buildings can only accommodate free-standing air conditioners (e.g., Peabody Terrace). Please note that Property Management Office staff members do not install or remove air conditioners.

**Telephone, Internet, and Television Services**

Available services vary from property to property. For specific information and or any updates about activating telephone, internet, or cable television services at your building or for contacting customer service personnel, visit
http://www.huhousing.harvard.edu/residents/welcome-and-arrival-information (select your property from the pull-down menu; at the next page, click “Phones, TV & Internet” in the left menu bar).

- **Telephone Service**
  - **Landline telephone service at additional cost** is arranged either through Verizon or XFINITY. Telephones must be connected to existing outlets. Residents must be present to let technicians into the apartment and are responsible for paying installation charges and monthly fees.
  - **Cell (mobile) telephone service cannot be guaranteed in any apartment.** Any contract made for cell phone service is between the tenant and their service provider, not HUH.

- **Internet Service**
  Internet service is provided in almost all properties. Please see your property’s [Welcome information](http://www.huhousing.harvard.edu/residents/welcome-and-arrival-information) for details.

  Users must adhere to all terms of their Internet provider’s Acceptable Use Policy. If Internet service is provided as an HUH amenity, connection and customer service information will be provided in your welcome package upon move-in. HUH is not liable for the impairment or cessation of service interruptions; tenants must contact the appropriate service provider for assistance with any issues that arise. Where applicable, tenant must not tamper with wireless access points.

- **Television**
  - Apartments are cable ready, which means a cable television jack is provided in the apartment living room. However, cable television service is not included in the rent; it is available at additional cost from a private provider (typically, Comcast) and you will need to plug either your own or a rented cable television box into the jack. Visit [http://www.huhousing.harvard.edu/residents/welcome-information](http://www.huhousing.harvard.edu/residents/welcome-information) for details on how to obtain cable television service at your apartment.
  - Satellite television dishes, aerials, or antennas may not be installed without prior written consent from HUH. If permitted, installation and removal must meet all requirements outlined on the required Satellite Dish and Antenna Lease Addendum. Please note that installation may not be possible in many apartments. Please contact your Property Management Office at the telephone number listed on your lease for further information.

**Smoking**

- **All HUH residential properties are smoke free/no smoking permitted.**
- **In accordance with this policy, smoking of all types is prohibited within the apartments, on apartment balconies/patios, near building entrances and exits, on all exterior premises, and in all common areas within these buildings (hallways, stairways, elevators, laundry rooms, and in any other designated non-smoking areas).**

**Pets**

- **Certain apartments at the following HUH buildings have been designated as pet-friendly:** 59 Banks Street, Botanic Gardens, 23-25 Flagg Street, 2 Grant Street, 17 Grant Street, Holden Green, 8A Mount Auburn Street, 21 Robinson Street, 5A Sacramento Street, Shaler Lane, Soldiers Field Park (temporarily designated in Entries 3, 4, and 5 until closed for renovation, and Entries 8—15), 17 Ware Street, and 381 Western Avenue.
- At the foregoing apartments, a single dog (no larger than 40 pounds when full grown) or a single cat or two domesticated pet birds are allowed and must be registered with the HUH Leasing Office. Certain breeds of dogs are not permitted, and additional restrictions apply. Reptiles, rodents, and all other types of pets are not permitted. The keeping of birds is subject to the same cleanliness, noise disturbance, and nuisance conditions listed in the HUH Pet Authorization and Policies Rider or the HUH Service/Assistance Animal Authorization and Policies Rider referenced below.
- **A sample Pet Authorization and Policies Rider, and a list of specific apartment numbers where pets are permitted can be found online at [http://huhousing.harvard.edu/apply/policies-and-procedures](http://huhousing.harvard.edu/apply/policies-and-procedures) (scroll down to the bottom of the policies page).**
- The Pet Authorization and Policies Rider is included in your lease package and/or as a rider with your annual lease termination/extension form. Forms are also available from the HUH Leasing Office. The rider must be completed and returned even if you will not have a pet at your HUH apartment. If a pet cat or dog will live with you, up-to-date veterinary records including rabies vaccination information and a photo of your pet must be returned with your signed lease and must be updated annually prior to submission of any request for an extension of your lease.
- In apartments not designated as pet-friendly, only fish in an aquarium not to exceed 50 gallons are allowed in HUH apartments. Animal “guests” and pet-sitting are not permitted.
- In cases of service or assistance animals, reasonable modifications to these rules will be explored. (See below.)
- **The keeping of any unauthorized or unregistered animal is a violation of your lease and is grounds for lease termination.** Failure to remove the animal after HUH’s request for removal may result in HUH commencing eviction procedures.
• If you choose not to abide by the HUH Pet Authorization and Policies Rider and instead choose to terminate your lease and vacate the apartment, the HUH early lease termination policy shall apply (refer to VACATING YOUR APARTMENT DURING THE LEASE TERM on pages 13-14).

Service Animals and Assistance Animals
- A service animal is a dog that is individually trained to do work or perform tasks for an individual with a disability. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Assistance animals are distinguished from service animals in that they have not been individually trained and they may be an animal other than a dog. Assistance animals include emotional support animals (ESAs), comfort animals, and companion animals.
- Service and assistance animals are not required to wear an identifiable vest or harness. Do not assume that an animal, while seemingly at rest, is not working, and do not feed, pet, or tease the animal as this can distract it from its task.
- Exceptions to HUH pet policies are granted only on the basis of an eligible reasonable accommodation. Eligibility to keep a service or assistance animal in any HUH apartment that is not designated as pet friendly must be verified by appropriate University staff. Please contact the HUH disability housing coordinator at leasing@harvard.edu for preliminary information. Also refer to Clause 8.B) of the Harvard University Housing Lease on page 29.
- No service or assistance animal shall be kept in the Premises until:
  o The applicant’s/tenant’s eligibility for a service animal or assistance animal has been verified by appropriate University staff.
  o The Service Animal or Assistance Animal Authorization and Policies Rider amending your lease/housing contract is signed and returned with required veterinary records and a photo of the animal.
    - If you live with a cotenant roommate(s), your roommate(s) must sign the form consenting to the presence of the animal. Their signature on the appropriate HUH authorization form indicates their agreement to share the space with the animal, their understanding that you as the animal owner/handler retain full responsibility for the care and control of the animal, and that if they have concerns about the behavior or care of the animal, they will discuss these concerns directly with you and/or their local disability coordinator or University Disability Services in a timely manner. Should your cotenant roommate(s) need to request a reasonable accommodation, he/she should contact the HUH disability coordinator, who can refer them to their local disability coordinator or University Disability Services, as applicable.
    - If the requester is a subtenant, the primary tenant(s) must sign the form consenting to the presence of the animal in the unit.
  o The authorization rider is executed by HUH.
- The authorization form and required veterinary records must be updated annually prior to submission of any request for an extension of your lease/housing contract. Forms are available from the HUH Leasing Office.
- You must notify the HUH disability housing coordinator in writing if the service or assistance animal is no longer needed, is no longer residing in the premises, or if you are transferring to a new HUH unit. A new request for each new animal must be submitted to the HUH disability housing coordinator. You should contact the HUH disability housing coordinator in advance if you believe that your specific circumstances warrant an exception to any of these policies.
- The keeping of any unauthorized or unregistered animal is a violation of your lease and is grounds for lease termination. Failure to remove the animal after HUH’s request for removal may result in HUH commencing eviction procedures.
- If you choose not to abide by HUH Service Animal or Assistance Animal Authorization and Policies Rider (as applicable) and instead choose to terminate your lease and vacate the apartment, the HUH early lease termination policy shall apply (refer to VACATING YOUR APARTMENT DURING THE LEASE TERM on pages 13-14).

Accessible Housing Accommodations
Individuals who need to request accessible housing accommodations related to a disability or serious ongoing medical condition should contact the HUH disability housing coordinator at leasing@harvard.edu for preliminary information. HUH works closely with University Disability Services and the Harvard graduate school local disability coordinators to explore effective housing accommodations and alternative housing solutions whenever possible.

Personal Property Insurance
- It is your responsibility to insure any personal property. Harvard University Housing and Harvard University do not provide renters personal property insurance, and they do not cover the cost of replacing tenants' personal items (clothing, computers, furniture, stereos, books, etc.) that may be damaged or lost due to theft, fire, water, vandalism, or any other cause.
- Renters personal property insurance may be obtained through local insurance agents (search online for insurance agents), National Student Services, Inc. (1-800-256-6774, www.nssi.com), or Arthur J. Gallagher & Co. College Student Renters Insurance (888-411-4911, www.CollegeStudentInsurance.com). For example, $10,000.00 in coverage with a $100.00
deductible is available for approximately $16.00 to $20.00 per month (rates in effect as of February 2019; see website for details and other coverage and deductible options).

Regular full-time Harvard employees who live in Massachusetts may also be able to obtain discounted home/renters insurance through MetLife or Liberty Mutual Insurance. To request a free, no-obligation quote or more information, visit the voluntary benefits site (http://www.crimsonpersonalplans.com/Home.aspx) or call Mercer at 866-228-3516.

- Students may first want to check if they are covered under their parents’ homeowners policy, if applicable. Also, tenants who live here and own a home elsewhere may want to add renters coverage to their homeowners policy for a small additional fee.
- When submitting your lease, you must acknowledge the above rental conditions and understand and agree to the following:
  - You have been provided information on options for obtaining renters personal property insurance.
  - If you choose not to obtain renters personal property insurance, your personal items will not be covered for damage or loss for any reason during your tenancy in HUH.
  - If you do choose to obtain renters personal property insurance, your personal items claim is limited to your policy coverage and neither HUH nor Harvard University provides additional coverage.

COMMON AREAS AND FACILITIES

Common Rooms

- General Policies
  - Residents of 10 Akron Street, 5 Cowperthwaite Street, 29 Garden Street, Harvard@Trilogy, Peabody Terrace, Soldiers Field Park (closed through summer 2020 during two-year Entry 2 renovations), and One Western must reserve building common rooms for private events with ten or more people (non-routine special events, such as networking parties, showers, birthday parties, etc.). There is a $25.00 room fee and a possible fine if the common room is not left in proper condition or all policies governing Common Room Use are not followed. The access card to the common area must be picked up from the Graduate Commons Program Manager during business hours. After-hours requests made to the on-call team may result in a 100.00 lock-out charge applied to your student bill or tenant account. All residents should submit a request one week in advance of the event and meet with a Graduate Commons representative to discuss the use of these spaces and policies prior to confirmation of the reservation. To reserve the room, please send an email to graduatecommons@harvard.edu or visit http://huhousing.harvard.edu/living-huh/graduate-commons-program.
  - Residents can only reserve common rooms in the buildings in which they reside, and residents are limited to one reservation per week. Rooms are not available for non-resident reservations.
  - In buildings with one common room, only one event is allowed per day. In buildings with multiple common rooms, only two events are allowed per building, per day.
  - Please be sure to read the new University Policy regarding minors on campus at http://youthprotection.harvard.edu/policy. Completing a room reservation with your area Program Manager signals that you have read and understand all aspects of this policy.
  - No reservations larger than the room capacity indicates.
  - Events must end by 11:00 p.m. each evening (all guests out of space) and may not exceed four-hours in length.
  - Set-up and clean-up are part of the four-hour reservation time. Be sure to build this time into your plans.
  - The event host must be present for the duration of the event and accessible via cell phone. NOTE: You must have a copy of the event confirmation email available at your event.
  - The event must be confined to the specific room requested. Guests may not loiter in hallways, outdoor spaces, or wander around the building. Hosts may NOT prop any doors (front doors or common room doors), as this is a safety concern.
  - If reserving outdoor space, no alternative rooms will be offered in the event of rain.
  - Hosts are responsible for the conduct of guests. Be sure that your guests are not disturbing residents of the community.
  - Sound enhancing devices (large speakers, subwoofers, etc.) are not allowed. If you require special A/V equipment, please contact your area Program Manager.
  - Be responsive and respectful to other members of the community, including Faculty Directors and staff, regarding noise level, etc.
  - Report any damage to the Property Management Office as soon as possible. Damage is the responsibility of the host. The host’s student account may be billed for excessive cleaning expenses or damages.
  - Graduate Commons and HU Housing have discretion over all room reservations.
  - All Common Room policies must be followed; improper use of common spaces will be subject to fines. Fines start at $100.00 and increase in $100.00 increments for each policy violated (cleanup, noise, damage, etc.). Fines are assessed via student account or added to the tenant’s ledger.
  - There is a $25.00 fee for all room reservations.
  - There may be "shut down" or "black out" periods during the year for extensive room maintenance or holiday breaks.
• **Alcohol Policy**
  - Alcohol, in the form of beer or wine, is allowed in small quantities (i.e. cans or bottles) in all common spaces of the building that may be reserved.
  - Spirits (whiskey, rye, vodka, gin, tequila, etc.) are not allowed at private events.
  - Charging attendees for alcohol at private events is prohibited, as is charging for event access.
  - All guests must be personally invited, meaning that events where alcohol is served cannot be open to the general public.
  - Large quantities of beer or wine (i.e. kegs, party balls) are not permitted anywhere in the building.
  - All leftover beer and wine must be disposed of properly and packaging must be recycled when appropriate.
  - All adults at the private event must be at least 21 years of age and show proper identification if asked. (Alcohol cannot be served if there are any underage individuals at the event. Children of attending residents are the exception to this rule.)
  - Adequate food and non-alcohol beverages must be served at an event where beer or wine is served.
  - You may be asked to hire a member of the University Beverage Authorization Team depending on the size of your event.
  - An HUPD Detail Officer may be required for large events (50 plus) with alcohol. An officer helps to ensure that non-residents do not enter the residential parts of the building. Tenant is responsible for paying any fee associated with this service. More information may be found at [http://www.hupd.harvard.edu/detail-request-form](http://www.hupd.harvard.edu/detail-request-form).

• **Cleaning Policy and Checklist**
  As host of an event, you are responsible for all items listed below:
  - Please bring your own cleaning materials. Trash bags and Lysol wipes will be provided.
  - Remove all trash and recyclables to the proper location (outside of the room). Please check with Graduate Commons Staff or Property Management if you have questions about the proper location.
  - Clean all hard surfaces in the room (countertops, tables, etc.).
  - Sweep/mop the floor and pick up any food/dirt on the floor.
  - Ensure all stoves/ovens/microwaves have been turned off.
  - Turn off the lights/television/other electronic devices.
  - Remove all personal items from the room.
  - Return furniture to the appropriate position after use.
  - Do not move piano or keyboards from their current location.

**Fitness Rooms**
- Fitness rooms are available for residents and HUH-approved authorized occupants only at 10 Akron Street, 5 Cowperthwaite Street, Cronkhite Graduate Center, and Harvard@Trilogy. Restrictions on their use apply, and residents and HUH-approved authorized occupants requesting access must register with their Property Management Office and sign a Fitness Room Rider/Waiver. Guests are not permitted to access fitness rooms.
- Any individual under the age of 14 is considered a child. Children under the age of 14 are not permitted in any of the weight rooms, cardio rooms, or fitness studios, and may not participate in any classes, personal training, or club activities unless designated for children.
- Photography and videoing are not permitted in the fitness rooms.

**Playrooms**
The Graduate Commons Program (GCP) operates the Children’s’ Playroom at 10 Akron Street, Peabody Terrace, and One Western Avenue. All playroom spaces are membership-based, maintained by its members, and managed by GCP. The membership process runs from July-December and January-June each year and includes a yearly fee and cleaning responsibilities. Failure to comply with the playroom policies may result in your membership being revoked. Please note that photography and videoing are not permitted in the playrooms.
- The 10 Akron Street playroom is available only to 10 Akron Street residents.
- The Peabody Terrace playroom is available only to Peabody Terrace residents.
- The One Western Avenue playroom is available only to residents of One Western Ave and Soldiers Field Park.

For more information on the playrooms, Visit [http://huhousing.harvard.edu/residents/graduate-commons/childrens-playrooms](http://huhousing.harvard.edu/residents/graduate-commons/childrens-playrooms).

**Other Facilities**
- Laundry facilities are provided as a courtesy to building tenants at most locations, and HUH is not liable for any damages or loss that may occur by using the machines. Machines should be used only during posted hours to avoid disturbing adjacent tenants. Please be courteous and remove your laundry from machines promptly when washing or drying is complete so that
other residents may use the machines; items should never be left overnight in machines. Machines may not be able to accommodate certain items.

- If you experience a problem with a machine provided in your apartment, please submit a work maintenance request to your property management office.
- If you experience problems with machines in common laundry rooms, please contact MacGray / CSC Service Works (www.macgray.com or call 800-622-4729). Please also notify your property management office, so they can investigate the problem and post signage on the machine that is out of service.
  - Refund requests for coins lost in MacGray machines may be submitted at https://servicerequest.macgray.com/RefundRequestCoin.aspx.
  - For problems using your credit or debit card, call Change Point at 877-231-3537.
  - For problems using your Crimson Cash card, visit: https://cash.harvard.edu/textpage.php?pageid=537&cid=154&expand=1&.

- Children under the age of 6 must not be left unattended and should be accompanied by a parent or guardian when using equipment provided in outdoor play areas. In all other common building and grounds areas, minor children must not be permitted to cause disturbance or interference to tenants or to damage or deface property.

- The Harvard@Trilogy Courtyard is shared by residents of that property as well those of the adjoining Fenway Triangle Trilogy. The following policies are to be adhered to:
  - Courtyard hours are scheduled to be 8:00 a.m. to 10:00 p.m. every day of the week.
  - Anyone under the age of 16 must be supervised by an adult at all times.
  - All trash must be disposed of in receptacles provided.
  - Glass containers of any type are prohibited.
  - Items such as bikes, skate boards and rollerblades are not allowed in the Courtyard.
  - Running, rough-housing, ball playing, yelling and/or loud music is prohibited.
  - Tables, chairs and lounge chairs should be returned to original setting after use. Once you have finished using them, please clean the area so others can enjoy them.
  - Pets are not allowed in the Courtyard.
  - There is no smoking of any kind in all common area spaces, including the Courtyard.

STORAGE

- Storage of items in your apartment, in designated storage areas, in any other part of the building, or anywhere on the property is not permitted before or after your lease term.

- Per Massachusetts Board of Fire Prevention Regulations, storage is not allowed in common areas, public hallways, stairwells, fire escapes, or on balconies. Personal property should not be stored near or block the way to the mechanical or electrical equipment. The storage of hazardous or combustible substances is not allowed.

- Bicycles can only be locked to bicycle racks or stored in designated basement storage areas, where applicable. If a storage area or racks are not provided, bicycles must be stored in your apartment. Bicycles must not be left in hallways or attached to stairwell railings, benches, entryways, or gates. Bicycles found in hallways or attached to the foregoing may be removed without notice at the owner’s expense. Registration is required at some buildings.

- Limited storage for additional items is available at the following HUH properties:
  - 10 Akron Street - Storage cage provided for every apartment; contact Property Management Office after you have purchased your own padlock.
  - 1-2 Athens Terrace - Requests should be coordinated with the Property Management Office.
  - 4-6 Athens Terrace
  - Banks Street 33-35, 37-39, 41-43, 47, 59 - Requests should be coordinated with the Property Management Office.
  - Botanic Gardens
  - 5 Cowperthwaite Street – Storage cages on the garage level of the building are guaranteed for tenants in studio apartments only. Tenants in larger apartments will be placed on a waiting list until a storage cage becomes available.
  - 27 Everett Street
  - 23-25 Flagg Street - Requests should be coordinated with the Property Management Office.
  - Grant Street 4, 12-12 ½, 16, 17 - Requests should be coordinated with the Property Management Office.
  - Haskins Hall
  - 11 Kirkland Place
  - Mellen Street 10, 12, 14-16
  - 4-6 Mount Auburn Street
  - Prescott Street 18, 20-20A, 22-24, 85-95
• If storage is provided, storage of personal property in any designated storage area is at your risk, per Clause 12 and Clause 12A of your lease, and is subject to the restrictions listed above or as detailed by your Property Management Office. Tenants may be required to provide their own locks at some properties. HUH recommends the use of pallets and waterproof plastic containers in basement storage areas, as cardboard boxes and their contents can become moldy. HUH does not recommend storage of valuables in the storage areas. HUH is not liable for water or any other damage to or loss or theft of property. You are responsible for insuring your own personal belongings (refer to Personal Property Insurance on pages 18-19).

• Property Management staff may require access to locked storage bins or cages to make emergency repairs.

• Any items left outside of the storage area may be removed and recycled or discarded by the Property Management staff without notification, at the tenant’s expense.

• When you vacate your apartment, you must also remove all personal items from the storage area by your indicated vacate date.

• Contact your Property Management Office for more information about the use of provided storage.

• If your building does not have storage available, or if you need additional storage space, search online for a list of local storage companies.

MAIL AND PACKAGES

Information about the location of the mailroom or mail boxes at your property can be found at http://www.huhousing.harvard.edu/residents/welcome-and-arrival-information. Select your property from the drop-down menu, then “Mail & Packages” on the left menu bar.

The Property Management Office does not accept or store packages for residents at any time. If you are shipping items to your HUH apartment prior to your move-in or you will not be at home to receive packages upon delivery, please arrange for packages to be held by the Post Office or shipping company, use a locker service (such as Amazon) when available, or make arrangements with a friend or neighbor to receive and hold your packages. Another option is to rent a PO Box from the U. S. Postal Service (https://www.usps.com/manage/po-boxes.htm). However, non-US Postal Service deliveries such as UPS may not be accepted at the Post Office (check with your shipper).

We recommend that you put a hold on your mail if you plan to be away for an extended period. Visit www.usps.com to learn how you can do so.

Please be sure to recycle all your mail and packaging waste. Additionally, we recommend visiting www.dmachoice.org to reduce the amount of unwanted mail sent to you.

If you believe a package has been stolen from the common mail area, you should file a report with the Harvard University Policy Department to initiate an investigation.

LOCKOUTS

If you are locked out of your apartment, contact your Property Management Office. Only current tenants and authorized occupants with a valid I.D. may request lock-out assistance.

During Business Hours

During business hours (Monday—Friday, 8:00 a.m.—5:00 p.m., except University holidays; see list at https://hr.harvard.edu/holiday-calendar), please call your Property Management Office directly for apartment access. If a temporary key is issued to you, it must be returned by the stated deadline. If the key is not returned and you are in a keyed building, management will change your apartment door lock core and you may be required to pay the $200.00 door lock core replacement fee. If you are in a key fob building, the replacement fee is $100.00. The fee is payable by check, student account (registered students with an active student account only), or tenant ledger.

After Hours

• Operations on-call staff will provide you access to your apartment.

• The fee for after-hours lock-out call service is $100.00, payable check, student account (registered students with an active student account only), or tenant ledger.
LOST KEYS, KEY FOBS, SWIPE ACCESS CARDS AND REPLACEMENTS

- If it is determined that a primary tenant has allowed the use of an apartment for any unauthorized purpose, or if an HUH-approved subtenant does not return keys to the primary tenant, HUH will change the apartment door lock core and the tenant may be required to pay a sublet access administration fee of $200.00 for keyed apartments or $100.00 for key fob building, by check, student account (registered students with an active student account only), or tenant ledger. This fee will be applied jointly and severally to all tenants.
- Lost/stolen keys, key fobs, swipe access cards and/or lost HUID (if used to swipe for building access) must be reported to your property management office. You may be charged a key/key fob/swipe access card replacement fee of $25.00 by the management office. Also be sure to report a lost HUID to the Campus Service Center I.D. Office (http://www.campusservicecenter.harvard.edu/services/id-cards, 617-496-7827, id_services@harvard.edu). A fee is charged for replacement.
- After a second replacement key/key fob has been given to any tenant/authorized occupant, management will notify all tenants listed on the lease that a third request may result in replacement of the apartment door lock core at a cost of $200.00, or a key fob replacement at a cost of $100.00, payable by check, student account (registered students with an active student account only), or tenant ledger.
- When a third lost key/key fob request has been received, management will inform all tenants listed on the lease when the $200.00 door lock core replacement fee or the $100.00 key fob replacement fee may be applied. This fee will be applied jointly and severally to all tenants, who will receive new keys with each lock change and is payable by check, student account (registered students with an active student account only), or tenant ledger.
- Unauthorized apartment use and repeated loss of keys/swipe access cards poses a safety and security risk for all building residents. HUH reserves the right to impose a reasonable limit on key/apartment door lock core replacements and to impose fines for excessive use of services.

TENANT, CONSTRUCTION, AND OTHER NOISE OR DISTURBANCE

Tenant Noise or Disturbance

- In keeping with the expectation of mutual respect within the Harvard community, we request that you show consideration for your fellow tenants' concerns regarding noise. Please be considerate of your neighbors and keep all sound within reasonable limits. Per Clause 7 of the Harvard University Housing lease, tenants should take particular care not to cause disturbance to other neighbors between the hours of 11:00 p.m. and 7:00 a.m.
- In addition to observing quiet hours, we recommend that tenants using exercise equipment (bikes, treadmills, etc.) in their apartment install sound and vibration reducing mats or rugs under the equipment.
- Tenants having events or gatherings in their apartments should keep noise levels down. Please be mindful that hallways are not an ideal gathering space, particularly late at night and early in the morning. Conversations in common areas should be kept at reasonable volumes since these spaces may abut individual apartments. Tenants should also mind their alarm clocks, particularly when leaving their apartment overnight or longer.
- In the event a noise complaint cannot be resolved by communicating with your neighbor, we recommend you direct your noise complaint to the Harvard University Police Department at 617-495-1212 for a response. Note: Tenants at Harvard@Trilogy should contact the Trilogy Concierge Desk at 617-351-2880.

Construction and Other Noise or Disturbance

Harvard University residential properties are located in a city environment, and HUH cannot guarantee that any apartment will be sound proof. During your tenancy you may experience the following types of noise:

- Typical urban and commercial noise, such as sounds from traffic and delivery, trash, and recycling trucks, particularly in apartments located near loading docks, garages, or trash and recycling pickup areas.
- The sounds of children playing outside at apartment complexes that have on-site or nearby child care centers and/or outdoor play areas.
- Noise from building systems, such as trash compacting, elevator, water, plumbing, ventilation, cooling, and heating systems (for example, noise associated with the operation of heat cycling through properties with the older systems, such as but not limited to Haskins Hall, Terry Terrace, 85-95 Prescott Street, and 9-13A Ware Street).
- Sounds from neighboring apartments, such as footsteps overhead, children, ringing alarm clocks, etc., particularly in buildings with hardwood floors (for example, Terry Terrace, 27 Everett Street, and 9-13A Ware Street).
- Noise occurring in nearby apartments in your building during HUH’s performance of turnover maintenance to prepare vacant apartments for occupancy by new tenants. Examples of this work include scraping, painting, cabinet, appliance, and carpet replacement, floor sanding, etc.
• Noise from nearby construction being performed by HUH or other Harvard University departments. Typically, information about such projects will be provided in riders attached to your contract or Lease Termination/Extension form or may be found on Harvard University’s Construction Mitigation website at http://www.construction.harvard.edu.

• Noise occurring from emergency repairs that must be performed by HUH or other Harvard University departments. Advance notification to residents, such as that provided in lease/housing contract or Lease Termination/Extension riders, may not be possible in emergency circumstances.

• Noise from nearby construction being performed by private construction companies or by the cities of Cambridge, Boston, or Somerville that is beyond HUH’s control or knowledge. HUH encourages applicants and tenants to stay informed about projects that may be taking place in their neighborhoods. The following are some of the websites you may visit to find information on current and upcoming projects:
  o http://www.cambridgema.gov/theworks/cityprojects.aspx
  o http://www.bostonplans.org/projects/development-projects/
  o http://www.bwsc.org/PROJECTS/projects.asp
  o http://www.cityofboston.gov/publicworks/construction/
  o https://www.somervillema.gov/construction
  o https://www.mass.gov/service-details/massdot-project-info

It is important to note that Cambridge, Boston, and Somerville are densely populated urban environments, and not all projects or other sources of noise or disruption can be listed at these websites or predicted in advance.

SAFETY AND CLEANLINESS

Fire Safety Systems
• All apartments have smoke detectors. If the detector is set off by smoke from burned food, open your windows, NOT your doors, as the activation of a hallway smoke detector will set off the entire building system. If this occurs, the city fire department will be called, and the building must be evacuated.

• Many apartments are equipped with carbon monoxide detectors. Carbon monoxide is an odorless, poisonous gas that can be emitted by fossil-fuel burning equipment such as a furnace, water heater, fireplace, vehicle engine, etc. The State of Massachusetts requires carbon monoxide (CO) detectors in any residence where this equipment exists or in any building where enclosed parking exists within its structure.

• Carbon monoxide detectors are either battery powered or electrically powered and fitted with a battery backup to ensure they function if electricity is interrupted.

• If your CO detector sounds an alarm at any other time, evacuate your apartment immediately and call 911. To learn more about carbon monoxide, please visit https://www.epa.gov/indoor-air-quality-iaq/carbon-monoxides-impact-indoor-air-quality.

• Do NOT tamper with smoke or carbon monoxide detectors.

• Except for 15 Hawthorne Street, 17 Ware Street, and part of Soldiers Field Park, apartments have sprinklers that will be activated at temperatures of 165 °F and above or if they are banged or pulled. Do NOT hang anything from sprinklers or their pipes; leave 18” of clearance underneath them. Tenants will be responsible for damages due to inappropriate use.

• All detectors and fire alarm systems are inspected, tested, and maintained annually at a minimum. Access to apartments may also be required if any device is malfunctioning and must be replaced. You will be notified in advance when possible. Testing can be loud and invasive. We make every effort to take academic activity into account when scheduling testing, but this may not always be possible. Please contact the Property Management Office for more information.

Safety Hazards
• Candles and similar open flame devices are not allowed in apartments.

• Space heaters, and hoverboards are not allowed in HUH properties.

• Cell phones, laptops, and any other items that have been recalled due to battery malfunction, overheating, or other conditions posing a fire hazard may not remain on the premises.

• Do NOT store excessive amounts of flammable materials (paper, cardboard, fabric, etc.) in or close to fireplaces, stoves, ovens, radiators or other heat or electrical sources. Storage of personal property that would block windows and/or access or egress to your apartment or traffic within your apartment is prohibited.

• HUH reserves the right to contact city inspectional services and the fire department to bar items or practices such as improper storage of personal property that poses a fire hazard which constitutes a lease violation. If any such violation of the lease by
the tenant results in HUH being fined by a municipal or government agency, the tenant may be charged and required to pay the amount of the fine.

- Any items left outside your apartment door (this includes doormats, footwear, baby carriages, and bicycles) or in other public areas will be removed and discarded by Property Management in compliance with fire regulations.
- Windows must be neat and orderly to project a uniform appearance to the outside. No clothes or other objects (excepting supplied window treatments) may be hung from them or project outside of the building. Removal of supplied window treatments is not permitted.
- No items may be hung from, placed on edges, or protrude beyond the edges of porches or balconies. Porches, balconies, and private patios must be kept uncluttered and free of excessive items, plants, etc. Furniture placed on patios and/or balconies must be presentable and appropriate for outdoor use. Any alterations (including decorations) must have prior written approval from management. Items must not create an overloading or fire hazard or obstruct emergency egress to adjacent balconies, where applicable. Landlord reserves the right to require the removal of items from balconies from time to time.
- HUH prohibits the use of all types of barbecue grills (e.g., charcoal, gas, electric, George Forman, smokers, etc.), hibachis, chimineas etc. at all HUH residential properties except HUH single family homes with exclusive outside space. Tenants in these single family homes must abide by Cambridge ordinances banning the use of grills on porches, balconies, and roofs.
- Firearms and ammunition are prohibited, even with a license.

Cleanliness

- You must keep your apartment in a clean and healthful condition, in compliance with municipal laws, ordinances, and building fire codes.
- You should not create any condition that is unduly attractive to insects, rodents or other pests. If your use of the apartment results in the need for pest control treatments beyond HUH’s regular schedule for the performance of such measures, you may be charged for the additional cost of such treatment.
- Wire mesh bird netting is installed on Peabody Terrace balconies to protect surfaces and promote sanitary conditions. This netting may obscure views and cannot be removed. Tenants may be held responsible for the cost of repairing damage they cause to the netting.

COMMUNITY STANDARDS

All HUH residents, including authorized occupants, as a condition of residency, agree to be bound by University regulations and by all applicable rules, regulations, and codes of conduct of their school and/or unit. All residents are expected to conduct themselves in a manner that will allow all persons working and residing in HUH facilities to go about their jobs, use their residences and all common areas without unreasonable interference, and experience interactions with others that complies with Harvard’s University-Wide Statement on Rights and Responsibilities.

If conflicts between residents and/or disturbances to the residential community cannot be resolved, HUH reserves the right, in addition to any other options HUH may have, not to renew or extend the residency of any or all involved parties and to deny such parties’ re-application for any future residency within the HUH portfolio. Failure to cooperate with reasonable requests to resolve issues between residents and/or HUH staff may lead to a denial of such privileges.

MISCELLANEOUS

- The HUH lease specifies that your apartment shall be occupied as your primary residence. No business of any kind shall be conducted on or from the Premises. If your primary residency is in question, HUH reserves the right to request two forms of proof of residence, such as a bill, tax return, driver’s license, bank statement, etc.
- Residents and subresidents of HUH properties are subject to all rules and regulations of the Graduate Commons Program and to the standards of conduct of their respective School. The Graduate Commons Program works with the Schools to promote student well-being and safety.
- HUH provides a list of tenants’ names and addresses to the Harvard University Police Department and the Cities of Cambridge, Boston, and Somerville election departments annually. HUH is also legally required to provide tenant information to an authorized census enumerator, if the enumerator is unsuccessful in contacting a tenant directly.
- Clause 3 of your lease prohibits the putting of nails or screws in or making holes in the walls. To minimize damage to walls, your management office recommends the use of “3M” or similar products for picture hanging.
- Clause 10 of your lease grants HUH the right to enter your apartment at reasonable times, or in cases of emergency, to conduct inspections, to show the apartment to prospective purchasers or tenants, to make repairs, to correct anticipated or unanticipated building or mechanical issues, to make any improvement deemed appropriate by Landlord or required by law (including inspection for and abatement of lead paint, making apartment alterations to address life safety or sustainability issues, such as the closure of fireplaces or the removal of air conditioners), or to exterminate insects, rodents, and other pests,
and otherwise perform pest control measures (refer to your lease). In some circumstances, tenant may be required to move possessions to allow complete access to the work area. You will be notified in advance when possible.

- Communications regarding work orders initiated by one roommate in a roommate group may be shared with all roommates.
- Bed bugs are found all over the world and are constantly being dispersed via used furniture, luggage, and bedding. During the last decade the number of bed bug infestations reported from the housing industry in Massachusetts has significantly increased. The challenge is to correctly identify this insect, prevent its spread, and eliminate it from housing units. The information available at http://huhousing.harvard.edu/sites/huhousing.harvard.edu/files/documents/Bed_Bug_Harvard_Housing_Flowchart.pdf will help affiliates recognize and prevent infestations of bed bugs at Harvard. If you have any questions or concerns, please contact the Property Management Office.
2019-2020 HARVARD UNIVERSITY HOUSING LEASE TERMS

IMPORTANT: The language below reflects the terms of the Harvard University Housing lease for the 2019-2020 lease year. These terms supplement those listed in Harvard Real Estate Services, Harvard Affiliated Housing, or Harvard University Housing leases signed prior to March 1, 2019. If you are a continuing tenant and have requested an extension of your lease for the 2019-2020 lease term, please be sure to familiarize yourself with the policies listed on pages 4-26 above and the terms below. By requesting a lease extension, you acknowledge you are bound by these policies and lease terms.

Harvard University Housing Lease

Date <<Today>>

PRESIDENT AND FELLOWS OF HARVARD COLLEGE, a Massachusetts educational and charitable corporation having an address c/o Harvard University Housing – Leasing Office, Richard A. and Susan F. Smith Campus Center, Room 827, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138-3846 (Tel.: 617-495-1459) (“Landlord”), hereby leases to

<<TenantFirstLast1>>  <<TenantFirstLast2>>  <<TenantFirstLast3>>  <<TenantFirstLast4>>

(“Tenant”), who hereby leases from Landlord, unit <<Unit>> (the “Premises”) in Landlord’s Building (the “Building”) at <<UnitAddr>>, <<UnitCity>>, Massachusetts, consisting of <<UnitDesc>> for a lease term of <<TermMonths>> months and <<TermDays>> days commencing <<LeaseStart>> and ending <<LeaseEnd>> on the terms and conditions set forth in this Harvard University Housing Lease (this “Lease”).

The rent for that lease term shall be $<<TermRent>>, payable $<<InitialPayment>> on <<DueBack>> and $<<Rent>> monthly thereafter in advance on or before the first day of every calendar month commencing $<<RentDue1>>.

If Tenant is a Harvard student billed by University Student Financial Services, rent and other charges due under this Lease will be transferred to Tenant's student account and are payable in advance on or before the first day of every calendar month and on the due dates stated on the student account, according to the policies established by Student Receivables. Tenant understands and recognizes that all candidates for degrees must have discharged all indebtedness to Harvard University (including any rent due under this Lease). If rent or other charges are not paid, Landlord reserves the right to terminate this lease. Tenant understands and agrees that failure to pay the student account bill or any monies due and owing Harvard University by the scheduled due date and failure to make acceptable payment arrangements to bring Tenant’s student account current may result in Harvard University placing a financial hold on Tenant’s student account, preventing Tenant from registering for future classes, renewing their lease, requesting transcripts, or receiving the diploma.

If Tenant is a Harvard-paid employee, officer, or faculty member, Tenant agrees to pay subsequent rent by payroll deduction. If Tenant is a non-Harvard-paid employee, officer, or faculty member, or if such rent and other charges cannot be payroll deducted for any reason, Tenant is obligated to pay rent by check, money order, or wire transfer on or before the first day of each month, payable to the order of “Harvard University Housing” and mailed to Landlord c/o Harvard University Housing, Accounts Receivable, 46 Blackstone Street, Cambridge, MA 02139-3710 or delivered to Harvard Campus Service Center, Richard A. and Susan F. Smith Campus Center, Room 807, 1350 Massachusetts Avenue, Cambridge, MA 02138-3846.

Landlord reserves the right to charge the student, employee, officer, or faculty member Tenant a last month’s rent and a security deposit if Tenant is in default after the first day of any month. Tenant further understands and agrees that, 1) Harvard University may refer the delinquent account (which may include charges under your lease as well as any other delinquent charges) to a collection agency, 2) Tenant is responsible for paying the collection agency fee, which may be based on a percentage, at a maximum of 40 percent of the delinquent account amount, together with all costs and expenses, including reasonable attorney’s fees, necessary for the collection of the delinquent account, and 3) that the delinquent account may be reported to one or more of the national credit bureaus following termination of the lease or the end of the lease period.

TERMINATION WHEN HARVARD AFFILIATION CEASES OR CHANGES. Tenant understands and agrees that Tenant’s occupancy of the Premises is contingent on Tenant’s status as a full-time, registered student, or as a full-time employee or officer of Harvard University, and that some of the Harvard University Housing is restricted to one or more of those categories. No other persons may occupy the Premises unless (i) they are a spouse/domestic partner, child, sibling, or parent of a Tenant or other person approved by Landlord, and (ii) such persons have been registered with Landlord by the filing of an Authorized Occupant Form. If Tenant ceases to be a full-time, registered Harvard student or a full-time employee or officer of Harvard University and Tenant is not in another of those categories, Landlord may terminate this lease. If Tenant's occupancy of the Premises is based upon affiliation with Harvard University other than full-time student, employee, or officer, then Tenant's application for this Lease must so state, and if that affiliation ceases, Landlord may terminate this Lease. A person is a "Harvard student" for the purposes of this Lease only if the person is a full-time, regularly enrolled, tuition-paying graduate degree candidate at Harvard University. Students of Harvard College and students of Harvard Extension School shall not be considered to be affiliated with Harvard University for the purpose of this paragraph. Termination under this paragraph may be at any time after the Harvard affiliation ceases or changes. Landlord shall retain
the right to terminate this Lease regardless of the delay between the date that Tenant's affiliation ceases or changes and the date that Landlord gives notice to terminate.

**Tenant agrees to notify Landlord promptly if Tenant's affiliation ceases or changes.**

For maintenance, Tenant should contact <<MgmtOffice1>> at <<MgmtPhone1>>.

The name, address, and telephone number of the person authorized to receive notices of violations of law and to accept service of process on behalf of Landlord are Susan Brogan, Harvard University Housing - Leasing Office, Richard A. and Susan F. Smith Campus Center, Room 827, Cambridge, Massachusetts 02138-3846, telephone 617-495-1459.

**LANDLORD AND TENANT FURTHER AGREE:**

1. **UTILITIES AND LANDLORD’S REPAIRS** — Heat, electricity, and gas, where applicable, whether they are used for furnishing heat, hot water, or other purposes to the Premises, are included in the rent. Landlord shall furnish to the Premises reasonable hot and cold water and reasonable heat during the regular heating season, all in accordance with applicable laws. If applicable, air conditioning provided by the Landlord will be available during the specified cooling season only. In buildings where Internet service is available, Tenant shall adhere to all terms of the provider’s Acceptable Use Policy. Except as may be provided by law, Landlord shall not be liable to Tenant or anyone else for impairment or cessation of any utility or service, or for failure or delay in making repairs, to the extent any of the foregoing are due to accident, to governmental laws or regulations, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from Landlord’s usual sources, or to any other cause beyond Landlord's reasonable control.

2. **SUBLETTING** — Tenant shall not assign this Lease nor sublet any part or all of the Premises nor permit any other person or persons (other than an Authorized Occupant) to occupy any part or all of the Premises without on each occasion the prior written consent of Landlord. If it is determined that Tenant has allowed the use of the Premises for any unauthorized purpose, Landlord reserves the right to change the apartment locks. All sublease terms are subordinate to the terms of this Harvard University Housing Lease. If the terms of the sublease and this underlying Lease are inconsistent, the terms of this Lease govern. If this Lease is terminated for any reason, the sublease is automatically terminated. Tenant is responsible for delivering copies of any Landlord notices to the Subtenant, including alerting Subtenant to any construction or projects occurring during the term of this Lease. Tenant is responsible for informing the Subtenant that at times Landlord will enter the premises to perform maintenance, and that in some cases, notice of entry may go only to the Tenant. Should the Subtenant receive any Landlord notices, the Subtenant is responsible for delivering copies of the notices to the Tenant.

3. **CARE OF PREMISES AND TENANT’S REPAIRS** — Tenant shall not permit heat, electricity, gas, or water to be wasted. To prevent the possible occurrence of mold, Tenant shall immediately notify Landlord upon discovering any water leakage from the roof, a pipe or any other building component normally maintained by Landlord. Tenant must not block or otherwise interfere with the operation of any heating, ventilating, or air conditioning equipment supplied by Landlord, notifying Landlord immediately if such equipment malfunctions or if any doors or windows cannot be opened or closed. Tenant shall not paint, put nails or screws in, make holes in, rewire, temporarily or permanently remove or relocate appliances or fixtures, or otherwise alter or change, and shall not make any additions or alterations in or to, the Premises. Tenant shall not cause damage to the Premises, and at the termination of this Lease Tenant shall deliver up the Premises and all property belonging to Landlord in good, clean and tenantable order and condition, reasonable wear and tear excepted. Where accessible and applicable, Tenant shall not reduce the thermostat in the Premises below 60 degrees during the winter months for any period while Tenant is absent from the Premises. Tenant shall not install in the Premises any air conditioner, without on each occasion the prior written consent of Landlord, and if permitted, installation and removal shall meet all requirements outlined by the Landlord. Tenant shall keep the Premises and all equipment, fixtures, and furniture therein in as good repair as the same were in at the beginning of the term of this Lease or may be put in thereafter, excepting only reasonable wear and tear and such matters as are Landlord’s responsibility by law. The electrical system shall not be overloaded, and no extension cords shall be placed under rugs or carpeting. The use of candles and similar open flame devices is prohibited. If a working fireplace is provided in the Premises, Tenant shall comply with Landlord’s instructions for its proper use. Tenant shall pay for any damage to the extent caused by a violation of the foregoing. Tenant shall pay for the cost of correcting prohibited alterations, including the cost of daily vacancy rent loss. Repairs required because of fire or other casualty are not covered in this section; see section 20.

4. **CLEANLINESS** — Tenant shall maintain the Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations of any governmental entity with reference to the use, condition or occupancy of the Premises. Without limitation of the foregoing, Tenant shall not create any condition that is unduly attractive to insects, rodents, or other
pests (such as poor storage of food or failure to dispose properly of food waste). Tenant shall not sweep, throw, or dispose of from the Premises nor from any doors, windows, balconies, porches, or other parts of the Building, any dirt, waste, rubbish, or other thing into any other parts of the Building or the land adjacent thereto. All trash and garbage shall be placed in proper receptacles. Upon the termination of this lease and Tenant’s vacating the Premises, Tenant shall remove all personal furniture, personal belongings, rubbish, trash, food, and other items from the Premises, and shall deliver the Premises to Landlord in broom clean condition.

5. PLUMBING — Tenant shall not use the toilets, waste pipes, and other plumbing fixtures in the Premises and the Building for any purpose other than for which they were constructed, nor throw any sweepings, rubbish, rags, diapers, or any other improper articles into them. Tenant shall pay for any damage to the extent caused by a violation of the foregoing.

6. PRIMARY RESIDENCE / IMPROPER USE OF PREMISES — Tenant shall not make any unlawful, dangerous or offensive use of the Premises, nor cause any substantial interference with the rights, comfort, enjoyment or safety of other occupants of the Building, nor make any use of the Premises other than as a private residence. The Premises shall be occupied as Tenant’s primary residence. No business of any kind shall be conducted on or from the Premises. Windows must be neat and orderly, so as to project a uniform appearance to the outside. Only supplied window treatments may be used; removal of supplied window treatments is not permitted. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the windowsills. No receptacles, vehicles, baby carriages, bicycles, barbecue grills, hibachis, chimineas, or other obstructions shall be stored on balconies or patios or placed in the halls, passageways, or other common areas except in areas designated for the purpose. Tenant shall not remove or tamper with wireless access points. No items may be hung from, placed on edges, or protrude beyond the balcony. Items must not create an overload or fire hazard or obstruct emergency egress to adjacent balconies, where applicable. Furniture placed on patios and/or balconies must be presentable and appropriate for outdoor use. Any alterations (including decorations) must have prior written approval from Landlord. Landlord reserves the right to require the removal of items from balconies from time to time. No firearms, ammunition, fireworks, or explosives, or hazardous materials (other than cleaning materials and other household items used in accordance with applicable law) shall be kept in the Premises. Tenant shall not remove or tamper with wireless internet access points. The Premises and all interior and exterior premises and common areas of the property are designated as smoke free/no smoking permitted.

7. DISTURBANCE — Tenant shall not make, and shall not permit any guest, or visitor, or agent to make, any disturbing noises in the Premises or the Building that will interfere with the rights, comfort, or convenience of other occupants of the Building. Tenant shall not play any musical instrument, radio, television, audio equipment, stereo equipment, or other like device in the Premises in a manner offensive to other occupants of the Building nor in any event so as to be audible outside the Premises between the hours of eleven o’clock P.M. and the following seven o’clock A.M. Landlord cannot guarantee that any apartment will be soundproof. Tenant acknowledges all Harvard University Housing complexes are affected to some degree by urban noise and that sounds from traffic; delivery, trash, and recycling trucks; construction and apartment turnover maintenance; building heating, cooling, ventilation, elevator, and plumbing systems; and neighboring apartments may be heard, particularly in buildings with hardwood floors.

8. PETS, SERVICE ANIMALS, AND ASSISTANCE ANIMALS —
   A) No dogs, cats, or birds shall be kept in the Premises, unless the Premises is designated as pet friendly and the Pet Authorization rider amending this lease is signed. If the Premises is not designated as pet friendly, dogs, cats, birds, reptiles, rodents, pet animals of any kind, pet “guests”, and pet-sitting are not permitted. Fish are allowed in an aquarium not to exceed 50 gallons. In cases of service or assistance animals, reasonable modifications to this rule will be explored.
   B) Eligibility for a reasonable accommodation to keep a service animal or assistance animal in the Premises if the Premises is not designated as pet friendly must be verified by appropriate University staff. Upon verification of eligibility, the Service Animal or Assistance Animal Authorization and Policies Rider amending this lease must be signed.

9. LOSS OR DAMAGE — Subject to provisions of applicable law, Tenant shall indemnify and save Landlord harmless from all liability, loss, or damage arising from any carelessness, neglect, or improper conduct on the Premises and Tenant shall be responsible for and shall reimburse Landlord for any loss or damage to the Premises, the Building or Landlord’s equipment or fixtures therein arising from any such carelessness, neglect, or improper conduct; however, nothing in any of the foregoing shall apply to any liability, loss, or damage to the extent caused by any omission, fault, negligence or other misconduct of Landlord.

10. RIGHT OF ENTRY — Landlord may enter the Premises at reasonable times, or in cases of emergency, to inspect the Premises, to show the Premises to prospective purchasers or tenants, to make repairs, to correct anticipated or unanticipated building or mechanical issues, or to make any improvement deemed appropriate by Landlord or required by law (including inspection for and abatement of lead paint, making apartment alterations to address life safety or sustainability issues, such as the closure of fireplaces or the removal of air conditioners), or to exterminate insects, rodents, and other pests, and otherwise perform pest control measures. In some circumstances, tenant may be required to move possessions to allow complete access to the work area. Should Tenant’s use of the Premises result in the need for pest control treatments beyond Landlord’s regular schedule for the performance of such measures, Tenant shall be liable for the additional cost of such treatment. Landlord may also enter the
11. TEMPORARY RELOCATION — In the event that repairs, improvements, or lead paint or other abatement work are to be made to the Premises, and such repairs, improvements, or abatement work cannot be efficiently made while Tenant occupies the Premises, Landlord shall have the right to relocate Tenant temporarily to comparable housing during the time required to make such repairs or improvements or to complete any abatement work.

12. PERSONAL PROPERTY AND STORAGE — Any personal property in any part of the Building within the control of Tenant shall be at the sole risk of Tenant.
   A) Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of personal property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam, defective refrigeration, or elevators, or otherwise, while on the Premises, the Building, or the land adjacent thereto, except to the extent caused by the omission, fault, negligence, or other misconduct of Landlord. Landlord’s providing or designation of storage space or garage (if Landlord should do so) shall not be any basis of any liability or obligation of Landlord with respect to personal property stored therein.

   B) Buildings where Landlord provides storage and the limitations upon such storage are listed on pages 21-22 of Policies and Procedures for Harvard University Housing Tenants. Where provided, Tenant’s rental of the Premises shall include the license (terminable by Landlord on notice to Tenant) to use one storage bin or cage in the basement of the Building in which the Premises is located. Tenant shall be responsible for providing a lock for the storage bin or cage and for keeping the bin orderly and safe. Landlord shall have the right to inspect the bin or cage and its contents to ensure compliance with the foregoing. Landlord shall have the right to enter the bin or cage to make necessary repairs. All items stored in the basement, whether or not in a bin or cage, are stored at Tenant’s sole risk. The Landlord shall not be liable for water or any other damage to or loss of personal property. Landlord recommends the use of pallets in basement storage areas. Landlord disclaims any bailment or custody of said items. Tenant shall remove all items from the bin or cage and the basement at the termination of the lease or earlier termination of the license. Any items remaining thereafter shall be treated as abandoned by Tenant and shall be disposed of or recycled.

13. OTHER REGULATIONS; POLICIES AND PROCEDURES — Tenant shall conform to such additional written rules and regulations, and housing policies and procedures reasonably related to this Lease, as shall from time to time be promulgated by Landlord for the safety, care, cleanliness, or orderly conduct of the Premises and the Building and for the benefit, safety, comfort, and convenience of all occupants of the Building. Landlord shall be under no obligation to enforce its rules and regulations, and housing policies and procedures uniformly. Tenant acknowledges receipt of the Harvard University Housing Policies and Procedures at or prior to execution of this Lease and shall comply with them.

14. PARKING — Tenant shall not park automobiles, motorcycles, motorized scooters, motorized bicycles, bicycles, other vehicles, in the building or on property of Landlord unless and to the extent Landlord first gives written consent thereto.

15. KEYS, KEY FOBS, SWIPE ACCESS CARDS, AND LOCKS — Keys, key fobs, and swipe access cards issued to the Tenant are intended solely for the Tenant’s use or for the use of HUH-approved authorized occupants or HUH-authorized subletters only. When this Lease ends, Tenant shall deliver all keys, key fobs, and swipe access cards for the Premises to Landlord. If the exterior door locks or locks in the Premises are not in normal working order at any time and if Tenant gives notice of that to Landlord, Landlord shall have the right to inspect the bin or cage to make necessary repairs. All items stored in the basement, whether or not in a bin or cage, are stored at Tenant’s sole risk. The Landlord shall not be liable for water or any other damage to or loss of personal property. Landlord recommends the use of pallets in basement storage areas. Landlord disclaims any bailment or custody of said items. Tenant shall remove all items from the bin or cage and the basement at the termination of the lease or earlier termination of the license. Any items remaining thereafter shall be treated as abandoned by Tenant and shall be disposed of or recycled.

16. 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; but nothing in the foregoing shall be deemed to affect the termination of the lease or give Tenant a right to remain in the Premises. If Tenant fails to vacate the premises by the lease termination date, then for each day or part of a day thereafter, tenant shall pay to Landlord on demand (i) all of Landlord’s expenses and costs related to the failure to vacate by the termination date, which may include hotel, storage, and moving costs for an incoming tenant, and (ii) daily use and occupancy charges of $150 per day until the premises are re-let.

17. NON-SURRENDER — Neither the vacating of the Premises by Tenant, nor delivery of keys by Tenant to Landlord, or to anyone in Landlord’s behalf, prior to the expiration of the lease term shall constitute surrender or an acceptance of surrender of the Premises unless so stipulated in writing by Landlord. If Tenant vacates the Premises prior to the expiration of the lease term, Landlord specifically reserves the right to perform additions, alterations and improvements to the Premises in connection with a reletting or anticipated reletting thereof without effectuating surrender or entitling Tenant to any abatement of rent.

18. REMOVAL OF GOODS — If any Tenant’s personal property (including goods and furnishings) remain in the Premises or in the building in which the Premises are located following the end of the lease term and after Tenant has indicated to Landlord his or her intention to vacate the Premises by delivery of the keys, by signing a lease termination form, or otherwise, such personal property shall be deemed to be abandoned by Tenant and Landlord may dispose of (including sale or donation), discard, or
24. 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.

25. MISCELLANEOUS — The word “Landlord” as used in this Lease shall include President and Fellows of Harvard College and its agents, employees, and assigns. The word “Tenant” as used in this Lease shall include each Tenant executing this Lease and such Tenant’s heirs, executors, administrators, successors, representatives, and assigns. Both of such terms shall apply regardless of gender, number, corporate entity, trust, or other form of organization. Any agreement by Tenant shall be deemed also to mean destroy the personal property without obligation to or further notice to Tenant. In addition, if Landlord shall remove Tenant’s goods or effects pursuant to the terms of any Court order, Landlord shall not be liable for any loss of or damage to them and such removal shall be deemed to be the act of Tenant and shall be at Tenant’s expense. In such removal pursuant to a Court Order Landlord shall comply with all applicable laws.

19. DELIVERY OF PREMISES — If Landlord is not able to deliver the Premises to Tenant at the beginning of the term of this Lease, the rent shall be abated on a prorated basis until occupancy can be obtained and, also, if Landlord still cannot deliver the Premises within thirty days from the beginning of the term, either Landlord or Tenant may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded. That rent abatement and termination right shall constitute the sole remedy and full settlement of all claims and damage caused by such delay. Tenant hereby authorizes and empowers Landlord to institute proceedings to recover possession of the Premises on behalf of and in the name of Tenant, but Landlord shall not be required to do so.

20. FIRE OR OTHER CASUALTY — If the Premises or any part thereof or more than fifteen percent of the floor area of the Building (outside the Premises) shall be destroyed or damaged by fire or other casualty; then this Lease shall terminate at the election of Landlord, by written notice to Tenant given within sixty days after the fire or other casualty, or if Landlord shall not so elect, then in case of such injury to the Premises, a just proportion of the rent according to the nature and extent of the injury sustained shall be abated until Landlord puts the Premises or such common areas in proper condition for use and habitation. Landlord shall, to the extent provided by Massachusetts General Laws, Chapter 175, Section 99 (Fifteenth A), provide applicable insurance benefits of up to $750 per unit to cover eligible costs of relocation if a tenant is displaced by fire or damage resulting from fire.

21. EMINENT DOMAIN — If all or any part of the Premises or the Building or the land adjacent to the Building shall be taken by eminent domain, then Landlord may terminate this Lease by written notice to Tenant given within thirty days after the effective date of the taking (which Landlord may do even if Landlord’s entire interest has been taken). If Landlord does not exercise that right of termination, rent shall not abate because of the taking, but if all or any part of the Premises are taken, or if the taking will substantially interfere with Tenant’s use of common areas necessary for the enjoyment of the Premises and Landlord does not arrange for alternative common areas, Tenant may terminate this Lease by written notice to Landlord given within sixty days after the effective date of the taking. Landlord reserves to itself, and Tenant hereby assigns to Landlord, all claims and demands for damages on account of any taking by eminent domain referred to above (excepting damages for Tenant’s personal property).

22. BREACH BY TENANT — This Lease is upon the condition that if Tenant fails to comply with any of its obligations under this Lease or if the Premises appear to be abandoned or if any statement in Tenant’s Application for this Lease is incorrect, then, and in any of those cases and notwithstanding any waiver of any prior breach, Landlord, without having to make any entry, may (subject to Tenant’s rights under applicable law) terminate this Lease by a fourteen day written notice to Tenant to vacate the Premises. Any termination under this section shall be without prejudice to any remedies that might otherwise be used for arrears of rent or preceding breach(es) of any of Tenant’s obligations under this Lease.

23. TENANT’S OBLIGATIONS IN EVENT OF TERMINATION — If this Lease is terminated by reason of breach by Tenant, then at the option of the Landlord:
A) Tenant shall forthwith pay Landlord as damages hereunder a sum equal to the amount by which the rent and other payments called for under this Lease for the remainder of the term of this Lease exceed the fair rental value of the Premises for the remainder of the term; and
B) Tenant shall also indemnify Landlord from and against any loss and damage sustained by Landlord by reason of the termination, including, but not limited to: any loss of rents, reasonable broker’s commissions for re-letting the Premises, advertising costs, the reasonable cost incurred in cleaning and repainting the Premises for reletting, and moving and storage charges incurred by Landlord in moving Tenant’s belongings pursuant to eviction proceedings. Landlord shall also be entitled to any and all other rights and remedies provided by law. All rights and remedies of Landlord are to be cumulative and not exclusive.

24. 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.

25. MISCELLANEOUS — The word “Landlord” as used in this Lease shall include President and Fellows of Harvard College and its agents, employees, and assigns. The word “Tenant” as used in this Lease shall include each Tenant executing this Lease and such Tenant’s heirs, executors, administrators, successors, representatives, and assigns. Both of such terms shall apply regardless of gender, number, corporate entity, trust, or other form of organization. Any agreement by Tenant shall be deemed also to mean
that Tenant shall cause any agents, employees, family, visitors, and other invitees of Tenant to perform the agreement and any prohibition on Tenant shall be deemed to include a prohibition against Tenant’s permitting or suffering the thing to be done. The terms and conditions of this Lease shall apply to any extension of the lease term (except as may otherwise be provided in the instrument of extension); nothing in the foregoing is an agreement to make any extension. If more than one party signs as Tenant hereunder, the agreements herein of Tenant shall be the joint and several obligations of each such party. Use of the term “including” shall be interpreted to mean “including without limitation.” This lease may be executed in multiple counterparts, each of which shall constitute an original, and which together shall constitute a single instrument.

27. SEPARABILITY — If any provision of this Lease or portion of such provision 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.

28. LEAD PAINT CERTIFICATION — If the Premises was constructed prior to 1978, Tenant acknowledges receipt of the Tenant Certification Form and Tenant Lead Law Notification.

Executed in duplicate on the day and year first above written.