

# **Policies and Procedures**

# For

# Harvard University Housing Residents

# (Including Rules and Regulations for Harvard University Housing)

# 2023 – 2024 Leasing Season

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 have questions about your unit or how to contact your Property Management Office or your leasing coordinator, visit http://huhousing.harvard.edu. Your Property Management Office telephone number is also listed on your lease.

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:	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: If you have questions about parking in the Longwood Medical Area:	Standard Parking – Fenway Triangle Trilogy Garage 180 Brookline Avenue Boston, MA 02215-3938 617-236-5558 Harvard Longwood Campus Commuter Services and Parking Office 180B Longwood Avenue, Room 132 Boston, MA 02115-5899 617-432-1111 parking@hms.harvard.edu https://campusplanning.hms.harvard.edu
Note: Parking is not included in the rent.	
If you have questions concerning co-lessee listings:	Harvard University Housing Leasing Department 1350 Massachusetts Avenue – Room 827 Cambridge, MA 02138-3846 617-495-1459 leasing@harvard.edu
If you have questions concerning subletting:	Harvard University Housing Leasing Department 1350 Massachusetts Avenue – Room 827 Cambridge, MA 02138-3846 617-495-1459 <u>leasing@harvard.edu</u>
If you are a student and have a question about rent charges on your student account):	Harvard University Housing Accounts Receivable Office 617-495-1612 CS AR@harvard.edu
The Graduate Commons Program (GCP)	617-496-5993 graduatecommons@harvard.edu http://huhousing.harvard.edu

All residents: 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 on the HUH website: <u>Property Management Offices</u>.

Individuals who need to request accessible housing accommodations related to a disability or serious ongoing medical condition should contact the Harvard University Housing disability housing coordinator at <u>HUH disability\_coordinator@harvard.edu</u> for preliminary information. Harvard University Housing 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 residents 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, please contact the appropriate HUH department (Please refer to above).

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# **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' reapplication 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.

# POLICIES AND PROCEDURES

## LEASING DOCUMENTS

A *LEASE* is a legally binding document between the lessee (you) and the landlord (President and Fellows of Harvard College) which gives the lessee 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, please refer to the *AUTHORIZED OCCUPANTS* section. To add an eligible Harvard-affiliate co-lessee, please refer to the *ADDING A HARVARD-AFFILIATED CO-LESSEE TO YOUR LEASE* section.

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, the timing may be accelerated.

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, 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*. Lessee(s) must sign the Tenant Certification Form that is included in the lease documents.

#### **RENT PAYMENTS**

Please 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.

#### **Initial Rent Payment**

- The first or initial rent due must be prepaid by credit card or wire transfer and submitted with your lease by the lease due date. If your lease begins on or before the 15<sup>th</sup> of the month, the amount is prorated for that month. If it begins on or after the 16<sup>th</sup>, the amount due includes the prorated first month and the entire next month as well.
- If you are making a wire transfer, to ensure proper credit to your account, be sure to reference your full name as it appears on your lease and your HUH address in your payment.
- For more information, please refer to the payment instructions included with your lease/contract or information provided on the HUH website: <u>Payment Info</u>.

#### **Subsequent Rent Payments**

- Rent is due on or before the first day of each and every month. Billing statements are not mailed.
- Harvard Graduate Students
  - Rent/housing contract and related charges are payable in advance on or before the first day of each and every calendar month and on the due dates stated on your my.harvard account, according to the policies established by University Student Financial Services. To access your account, visit <u>https://my.harvard.edu</u>.
  - If you are an incoming student or your student account is inactive, you must be prepared to pay rent/housing contract and related charges by credit card, check, money order, or wire transfer directly to HUH until your HUID number and my.harvard account are activated. Follow the payment instructions included with your lease/contract or information provided on the HUH website: <u>Payment Info</u>.
  - When your my.harvard student account is active, typically you will receive a "here is your bill" email notification. Your account can be found at <u>https://my.harvard.edu</u>. Thereafter, HUH will transfer rent/housing contract charges to your account monthly. This is the same account to which tuition, health fees, etc. are charged. Once you see rent/housing charges on your my.harvard account, you then should pay your rent there. Additional information about student billing and accepted forms of payment is available on the University Student Financial Services website: <u>https://sfs.havard.edu</u>.
  - After your final or graduation bill is generated or if your status as an actively registered student changes, payment of rent/housing contract and related charges again must be made directly to HUH.

- Please note that the HUH ledger you see when you log in to your HUH Resident Portal at <u>http://huhousing.harvard.edu</u> is a backup ledger to what is sent to my.harvard. Please monitor your my.harvard account carefully to ensure your rent is not in arrears.
- Harvard Faculty and Staff (Bi-weekly or Monthly Harvard-paid Employees)
  - Harvard Housing lessees who are monthly or bi-weekly paid employees of Harvard University are required to pay rent and other charges due under the lease through payroll deduction.
  - Payroll deduction may not begin right away; several factors can delay its start. Billing statements are not mailed, and you should be prepared to make rent payments by credit card, check, money order, or wire transfer until you see rent being deducted from your paycheck. Please contact <u>cs ar(a) harvard.edu</u> if you have questions.
  - Once started, deductions are made one month in advance, so the funds to pay rent are on deposit when the rent is due on the first day of each month (for example, deductions from January paychecks are applied to the February rent due on February 1). Be sure to check your paychecks regularly to ensure rent is being deducted correctly.
  - Should your status as a full-time Harvard employee change during the term of your lease, you must notify the Leasing Office at <a href="leasing@harvard.edu">leasing@harvard.edu</a> or 617-495-1459 right away, as your rent payments may be affected. The lessee is responsible to inform HUH Accounts receivable of any change in full-time employment status that changes the ability of the lessee to pay via payroll deduction. A failure to do so may result in arrearage.
- Other
  - Temporary and weekly paid employees are not eligible to pay rent through payroll deduction. Additionally, many Harvard teaching hospital employees, visiting faculty, visiting scholars, visiting fellows, non-benefits-eligible postdoctoral fellows, and those in similar affiliation categories are not paid by Harvard University and cannot be payroll deducted for HUH rent payments.
  - If you are not eligible to have rent deducted from your paycheck or added to your student account, you must pay your rent by check, money order, credit card, or wire transfer. Follow the payment instructions included with your lease/contract or search for payment instructions at <a href="http://huhousing.harvard.edu">http://huhousing.harvard.edu</a>.

For more information regarding Rent Payments, please refer to the payment instructions included with your lease/or information provided on the HUH website: <u>Payment Info</u>. If you have questions about your rent/housing contract or related charges, please email or call HUH Accounts Receivable at <u>cs ar@ harvard.edu</u> or 617-495-1612.

#### **Co-lessees (Joint and Several Obligations)**

Rent charges are divided evenly among co-lessees. For the lessees' convenience, in the case of multiple co-lessees, HUH will bill rent on a prorated basis, per each lessee's lease start date, but be aware that the obligations of the co-lessees are joint and several with respect to the entire rent due under the lease. The "joint and several obligations" clause makes every co-lessee (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 **co-lessees** use to divide the rent and expenses among themselves. If one co-lessee leaves the apartment, does not pay their share of the rent, or causes damage to the apartment, then each of the other co-lessees, individually as well as collectively, is responsible to HUH for payment of that co-lessee's share and the cost of repairs. If all rent and other charges are not paid, all co-lessees are subject to legal action, including eviction. An eviction may substantially affect your ability to secure housing in the future, and in addition, may have 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 co-lessees listed on the lease, at its discretion. If you pay the Landlord for charges due because of your co-lessee's actions, it is solely up to you to collect from the non-paying colessee.

#### Late Payment of Rent

- If you are in default after the first day of any month, and you fail to make acceptable payment arrangements with the HUH Leasing Office 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 lessee/licensee, failure to pay the charges on your 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 lessee/licensee 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 lessee with a history of late payments or other defaults under their lease.

#### **Return of Advance Rent**

- If you are unable to fulfill your obligations under your lease/contract, notify the HUH Leasing Office immediately at 617-495-1459 or <u>leasing@harvard.edu</u>. 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 your apartment is re-leased before the scheduled start date of your lease. If your apartment is re-leased after the lease start date but during the period covered by your initial rent prepayment, you will receive a prorated refund. If your apartment is not re-leased 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 lessee obligations until the apartment is re-leased or the expiration date of your lease, whichever date is earlier.
- Once eligibility for a refund is approved, the refund process could take up to 60 days due to the timing of HUH Accounts Receivable, Student Billing, or Accounts Payable processes and the method of rent payment used.

#### **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 during the Housing Election Period in March of each year.

## HUH COMMUNICATIONS TO LESSEES/LICENSEES

- Email is HUH's primary method of contacting lessees/licensees and their emergency contacts, so be sure that the email addresses HUH has on file in the Resident Portal are current and checked frequently. To update your email address, if needed, please log in to the Resident Portal at <a href="http://huhousing.harvard.edu">http://huhousing.harvard.edu</a> to make the change. To change your emergency contact information or if you have an issue updating your email address, please send an email to <a href="http://leasing@harvard.edu">leasing@harvard.edu</a>.
- If you have not received emails from HUH, please check your junk, spam, other folders. You may also receive emails from <a href="mailto:leasing@harvard.edu">leasing@harvard.edu</a> or <a href="mailto:noreply@rentcafe.com">noreply@rentcafe.com</a> so be sure to add these to your approved contact list.
- HUH also sends important updates as well as lease renewal information to residents by utilizing **Constant Contact**. Please be sure to add Constant Contact to your approved contact list to ensure you do not miss critical information. If you have opted out of Constant Contact, please opt back in.
- In addition, regular updates and announcements are posted on the main website page: <u>http://huhousing.harvard.edu</u>.

## KEYS, KEY FOBS, AND SWIPE ACCESS CARDS

HUH needs a minimum of two to seven business days' notice to prepare keys, fobs, and swipe access cards for any purpose. Please visit our website for <u>resident welcome information for your property</u> well in advance of your planned arrival for the most current information about picking up keys and parking during move-in. Swipe access cards are provided for entry at10 Akron Street, Beckwith Circle, 5 Cowperthwaite Street, Cronkhite Graduate Center, 29 Garden Street, Harvard@Trilogy, 1306 Massachusetts Avenue, 65 Mt. Auburn Street, Peabody Terrace, Prescott Street 20-20A and 22-24, Shaler Lane (laundry and trash enclosure only), Soldiers Field Park Entries 1-15, 9-13A Ware Street (laundry and trash enclosure only, 28 Hingham Street, One Western Avenue and 387 Western Avenue.

- HUH will issue one key set/key fob/swipe access card per lessee or authorized occupant aged 10 and above. Additional keys/swipe access cards may not be purchased.
  - If you have lost your keys/key fob/swipe access card, please refer to the LOST KEYS, KEY FOBS, SWIPE ACCESS CARDS AND REPLACEMENTS section.
- As a building security precaution, HUH requires date of birth information for all authorized occupants to obtain a Harvard-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 with HUH 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 card(s) through Harvard Campus Services (visit <u>https://www.campusservicecenter.harvard.edu</u> for information and locations).
- Swipe access cards and University-issued ID cards for building access are not transferable. are responsible for the card and for the consequences of its misuse, including misuse by their authorized occupants and subtenants. Lost or stolen

# cards should be reported to your Property Management Office and to the Campus Service Center I.D. Office, , 617-496-7827, <u>id\_services@harvard.edu</u>.

## **AUTHORIZED OCCUPANTS**

- All co-lessees are jointly responsible for fines and/or lease defaults arising out of use of a unit by Authorized Occupant(s).
- To add your spouse/domestic partner, child, sibling, or parent as an authorized occupant, you must include them on your HUH Application.
- If an authorized occupant will join you in the apartment during your tenancy after you have signed your lease (for example, you forgot to add them, 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 one or more co-lessees and you wish to add a spouse/domestic partner, child, sibling, or parent as an authorized occupant, all co-lessees 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 <a href="leasing@harvard.edu">leasing@harvard.edu</a>. Please submit your request in a timely manner so HUH can remove the occupant from your lessee 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 lessee on the lease and may not retain possession of the apartment when the Harvard-affiliate lessee vacates.
- HUH reserves the right to:
  - Require documentation verifying the marriage of the affiliate lessee to the authorized occupant or a copy of their municipal registration of their domestic partnership.
    - 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.
  - Require legal or municipal documentation verifying the relationship of child, parent, or sibling, or family members to the affiliate lessee.
  - Deny the addition of an authorized occupant if the addition of said occupant will result in applicable Massachusetts apartment occupancy limits to be exceeded.
    - 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.

#### GUESTS

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

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

All co-lessees 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 CO-LESSEE TO YOUR LEASE

#### HUH does not match **co-lessees**.

- If you are submitting a new housing application in time be part of the **View and Select process** (between March 1 and May 1), HUH recommends that each potential co-lessee 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. Once a unit is selected, please contact the HUH Leasing Office in order to combine all co-lessees into one application prior to the lease being sent.
- If you plan to live with a **co-lessee** and are submitting a new housing application between May 2 and February 28, HUH recommends that you and your **co-lessee**(s) apply together on one application. Please note that only the primary applicant will be able to log in to view Currently Available apartments.

The HUH **co-lessee** addition process has been put into place so that an applicant who has rented an apartment can add an eligible **co-lessee**(s) after the initial lease has been processed. The process is also available for current affiliate lessees who need to replace a **co-lessee** who is vacating. Information about the **co-lessee** addition process can be found below and at our website under **Roommates**. You will also find a link to the HUH-approved **co-lessee** resource, **Off Campus Partners**, where you may post or view roommate listings. Searching for a roommate on a Harvard School's Facebook page is also an acceptable option.

#### **Choose your Co-lessees Carefully**

- It is important to protect yourself by choosing co-lessees you can trust.
- Be sure that your co-lessees:
  - o understand and will follow the policies and rent payment requirements listed in the HUH lease, and
  - o read and understand the restrictions and "joint and several obligations" information in this booklet and in your HUH lease.
- HUH recommends that co-lessees clearly communicate with each other regarding daily living arrangements and how guests in the unit will be handled prior to entering into a lease together.
- HUH does not mediate disputes. If an issue arises that you cannot easily solve, negotiation options include School deans, the University Ombudsman Office (https://ombudsman.harvard.edu/), and the Ombuds Office located at Harvard Medical School (search at https://hms.harvard.edu). Harvard's Employee Assistance Program (EAP) is an additional resource for staff and faculty (search at http://hr.harvard.edu).
- Keep HUH informed if/when a **co-lessee** vacates the apartment.

#### Restrictions

- All Co-lessee addition requests must be made between April 1 and November 15. Lessees 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 co-lessee.
- HUH eligibility requirements and apartment maximum occupancy guidelines must be met. Search at http://huhousing.harvard.edu. HUH reserves the right to reject any co-lessee addition request that does not meet eligibility or occupancy requirements.
- If the **co-lessee** applicant is a current lessee or authorized occupant in another HUH unit or holds a current dormitory or residence hall contract, they must terminate their current lease/housing contract to qualify as a co-lessee addition. Proof of cancellation may be required.
- If the **co-lessee** applicant is in another **co-lessee** situation in HUH, they must complete a Harvard University Housing Lease Adjustment form, which all their **co-lessee** *must* sign. Please note that this circumstance does not qualify as a Transfer. Please refer to *TRANSFERRING TO ANOTHER HUH APARTMENT* section for more information.
- A co-lessee addition cannot be backdated or retroactive, and the addition process cannot be used to secure rights to occupy an apartment at a later date. The **co-lessee** applicant must take occupancy no later than the first day of the month following approval of the **co-lessee** addition. Also, if the new **co-lessee** is replacing a vacating **co-lessee**, the lease addition start date cannot overlap the departing **co-lessee's** vacate date.
- Any current lessee(s) who adds a co-lessee must remain a minimum of four months on the lease with the newly added co-lessee.
- HUH will not perform turnover painting and cleaning of the apartment or room when a **co-lessee** is being added to the lease. By signing the lease documents, the **co-lessee** agrees to accept the apartment or room in "as is" condition.
- HUH reserves the right to deny the addition of a **co-lessee** 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 **co-lessee**(s) is found, both the current lessee(s) and the prospective **co-lessee**(s) must notify the Leasing Office of their intention to be **co-lessee**s via email at <u>leasing@harvard.edu</u>. Additionally, lessees must inform HUH if an existing co-lessee will be vacating the apartment. The Leasing Office will direct you regarding next steps in the **co-lessee** addition process.

#### **Rent Charges and Credits**

- HUH encourages prospective co-lessees NOT to exchange rent money in advance. HUH Accounts Receivable will not reconcile accounts to reflect payments made between co-lessees privately.
- Please refer to the RENT PAYMENTS section for more information regarding co-lessee obligations and rent payments.
  - 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 co-lessee's student account or employee payroll account and may affect a student's September registration.

#### New and Vacating Co-lessee Keys, Key Fobs, and Swipe Access Cards

- The new **co-lessee** must obtain their authorized keys/key fobs/swipe access cards from the Property Management Office. Please refer to the *LOST KEYS, KEY FOBS, SWIPE ACCESS CARDS AND REPLACEMENTS* section for more information.
- If applicable, any vacating co-lessee(s) must return all keys/key fobs/swipe access cards to the Property Management Office on the vacate date indicated on the Harvard University Housing Lease Adjustment form.

#### 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, including any subtenant not approved by the HUH Leasing Office, is a violation of HUH policies and is grounds for termination of your housing contract and eviction. Violations will be communicated to the Dean of Students of the resident's School (if applicable).

To list your apartment, first review HUH Sublet Policies. The Sublet Policies

- Contain all the policies regarding subletting.
- Provides information on city ordinance restrictions pertaining to short-term sublets.
- Provides instructions on how to advertise your apartment to the Harvard community on the only HUH-approved listing website (Off Campus Partners)
- Provides information on how and when your subtenant will be able to receive building/apartment access (keys, swipe, and fobs).
- Provides the required **Sublet Application** you must submit for approval.

If you have questions that are not answered in the policies, or if you are not sure about who is eligible to sublet your apartment, be sure to contact the HUH Sublet Coordinator at <u>huh sublet@harvard.edu</u>.

Please also note:

- HUH does not enter into any agreement or contract with any subtenant. All arrangements are to be made between the lessee and the subtenant. Lessee is responsible for fines and/or lease defaults arising out of use of a unit by subtenant(s).
- 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 Renewal Season, 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.
- Lessees with 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.
- Sublet periods may not overlap; you cannot sublet more than one HUH apartment at the same time.
- Only Lessees with an HUH lease or housing contract may sublease an apartment/room. Their approved subtenants are not permitted to sublease the apartment/room to another subtenant.
- Sublet periods are restricted to the winter recess (December 1 January 31) and the summer recess (May 15 August 31).
- Exceptions to the summer and winter recess periods may apply 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 requires a letter of confirmation from your school.
- The **minimum** stay required for each subtenant is two weeks. Lesser lengths of time will not be approved under any circumstances.

- Lessees are responsible for showing their apartment to prospective subtenants. HUH will not issue viewing passes for this purpose.
- Lessees may advertise their sublet listing only on the HUH-approved Off-Campus Partners sublet listing site at
   <u>https://www.harvardhousingoffcampus.com/</u> 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.
- Be sure to allow sufficient time for processing of your sublet application to avoid your subtenant arriving before access to your apartment can be issued.
  - Approval can take up to 3 to 5 business days.
  - Subtenants will not be given access until 2 business days after approval is confirmed by HUH.
- Any subtenant not approved by the Harvard Housing Office will be deemed an unauthorized occupant and a violation of your lease. 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.
- 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 lessee a \$200.00 lock/core replacement fee or a \$25.00 key fob/swipe access card replacement fee, as applicable to your property.
- The Property Management Office will provide keys, key fobs, and swipe access cards (as applicable to the property) to all HUHapproved subtenants. Any fobs or temporary swipe card issued (if needed or applicable to the property) will expire at the end of the sublet period.
- All issued keys/fobs/swipe cards must be returned to the Property Management Office at the end of the sublet period. If lost or not returned by five days after the sublet expiration, the lessee will be charged a replacement fee of \$25.00 per key/key fob/swipe access card or a fee of \$200.00 if replacement of the lock/core is required.
- HUH does not inspect or clean your apartment after your subtenant has vacated.
- Non-compliance with these and additional policies listed in the Sublet Policies 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.

**Please note that being added to another affiliate's existing lease does not qualify as a transfer.** To be eligible to transfer within HUH the following requirements apply:

- You must meet all HUH 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 Renewal Season has started in March, you must complete the renewal of your current lease through the following June.
  - If you do not renew your lease for the full academic term, you will not be eligible to transfer. Furthermore, you may find yourself with no place to live if your current lease expires before you sign a lease for another 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).
- 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 <a href="mailto:leasing@harvard.edu">leasing@harvard.edu</a> 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.
  - In the circumstance where two (or more) current lessees living in *separate* HUH apartments wish to become co-lessees 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 co-lessees. Co-lessees should decide in advance who is to be the primary applicant.
- Obligation to pay rent will **not** be ended on the secondary applicant's/co-lessee'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 lessee or until the expiration date specified in your current lease, whichever date is earlier.
- 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 lessee.
- If you have **co-lessees**, contact the Leasing Office. All co-lessee(s) must sign a Harvard University Housing Lease Adjustment form, on which the remaining **co-lessee(s)** agrees to assume the obligation to pay the entire monthly rent after you vacate and until a replacement **co-lessee** is added to their lease.
- 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.
- 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. Please refer to the MISCELLANEOUS section for more information about bed bugs.

# ANNUAL HOUSING ELECTION PERIOD

Every March, HUH operates the Annual Housing Election Period. During this time, lessees have the option to extend for a full year, extend for up to a month, choose an early vacate date, or choose to leave on their current lease end date. All eligible lessees to participate in the Annual Housing Election Period will receive an email from HUH in March indicating the Housing Election Period has begun.

Please note HUH is under no legal obligation to extend your lease and reserves the right to refuse to extend the lease of any lessee with a history of late payments, instances of insufficient funds, or other defaults under her/his lease. You must be a lessee 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.

If you do NOT wish to remain in your apartment for another year, you MUST choose from one of the vacating options (Short Term Renewal, Request Early Move Out, or Decline All Options) under your renewal options in Café once you receive an email notification from HUH indicating Annual Housing Election Period has begun in March. You must select an option 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. Please refer to the *MOVING OUT AND DROPPING OFF YOUR KEYS, KEY FOBS, AND SWIPE ACCESS CARD* section for more information.

#### The options during Renewal Season are:

#### LEASE RENEWAL (Request to Extend your Lease for another Year)

#### 2024 Renewal

- Choose 2024 Renewal under your renewal options. This option is to extend your lease through June 30, 2024. The new monthly rent (if applicable) will be listed once selected. This option will be available unless your lease is designated as non-extendible.
- You must fulfill all HUH 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.
- If you meet all the eligibility requirements, HUH will send you a lease/contract to sign. Make sure to read all terms and riders carefully, as they may change year to year.
  - Please note that your renewal is not complete until your lease has been countersigned by HUH. You will receive an email confirmation when your lease has been countersigned. A copy of your lease can be found in the Documents section in the Resident Portal.

#### LEASE TERMINATION (Apartment Vacate Notice Submitted During the Annual Renewal Season)

# Short Term Renewal – Vacating your Apartment between July 1 and July 31

- Choose Short Term Renewal under your renewal options. Then select a vacate date between July 1 and July 31 of 2023. The new monthly rent (if applicable) will be listed once selected. This option will be available unless your lease is designated as non-extendible.
- You must be a lessee in good standing and your rent payments and student account (if applicable) must be up to date to qualify for this option.
- If you meet all the eligibility requirements, HUH will send you a lease/contract to sign. Make sure to read all terms and riders carefully, as they may change year to year.
  - Please note that your short term renewal is not complete until your lease has been countersigned by HUH. You will receive an email confirmation when your lease has been countersigned.
- Rent for the additional days must be paid in advance and ordinarily is nonrefundable. Please note that rent rates for the new lease year will be in effect. Please refer to the CHANGES TO YOUR LEASE EXTENSION REQUEST OR APARTMENT VACATE NOTICE section for more information.
- You are not responsible for paying for the turnover 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 lessee.

# Request Early Move Out - Vacating your Apartment Prior to your Current Lease Expiration Date (Early Surrender)

- Choose Request Early Move Out under your renewal options. Then select the day you wish to vacate.
- 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. Search for the Holiday Calendar at <a href="https://hr.harvard.edu">https://hr.harvard.edu</a>. You are responsible for the rent during the turnover 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 lessee after turnover 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 turnover 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 lessee.
- Turnover 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 lessee obligations until the apartment is re-leased or until the specified expiration date of your current lease, whichever date is earlier.

# Decline All Options - Vacating your Apartment on your Current Lease Expiration Date (Timely Surrender)

- Choose Decline all Options under your renewal options if you do not wish to make any change and plan to vacate your apartment on your current lease expiration date.
- You are not responsible for paying for the turnover 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 lessee.
- The option to choose a vacate date up to July 31also is available unless your lease is designated as non-extendible.
- 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 lessee.

# OTHER IMPORTANT ANNUAL HOUSING ELECTION PERIOD INFORMATION

#### **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 HUH receives your request by the Annual Housing Election Period deadline. If you miss the deadline, you will be required to pay the additional rent directly to HUH by check, money order, wire transfer, or credit card (accepted in person only at the Harvard Campus Service Center) prior to your short term extension being processed.

#### **Co-lessees with Different Vacate Dates**

- All **co-lessees** are responsible for paying rent through the expiration date specified in your current lease unless the apartment is rented to a new lessee prior to that date. If the apartment will become vacant, scheduling of the unit turnover process (such as painting, cleaning, etc.) and marketing of the apartment for re-rental is based on the date the LAST **co-lessee** moves out.
- If one **co-lessee** vacates on the expiration date specified in your current lease and the other **co-lessee(s)** selects a later vacate date or extends the lease for another year, the remaining **co-lessee(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 **co-lessee(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 **co-lessees** who have extended the lease for another year are responsible for finding a replacement **co-lessee** and will be responsible for paying the full rent until the new **co-lessee(s)** is added. Please refer to the *ADDING A HARVARD-AFFILIATED CO-LESSEE TO YOUR LEASE* section for more information.

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

If you need to change your Housing Election decision, 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.
- 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 Harvard University Housing Lease Adjustment form and submit a \$300.00 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, the \$300 processing fee, and meet all HUH lessee 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 then change to request a lease extension, *you must be a lessee in good standing and must meet HUH 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 and pay the \$300 processing fee. Please Refer to the *LEASE RENEWAL* section for more information.
- If you originally requested an extension of your lease, but now wish to vacate your apartment, you must submit a Harvard University Housing Lease Adjustment form, pay the \$300.00 processing fee, and must pay the rent and meet all HUH lessee 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 Housing Election 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 Harvard University Housing Lease Adjustment form.
- Notice of at least 10 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 Co-lessees Will Remain in the Apartment

• If you live with a **co-lessee(s)** and your **co-lessee(s)** will remain in the apartment, all of co-lessees must sign a Harvard University Housing Lease Adjustment form.

- The monthly rent will be split between you and your **co-lessee(s)** until your mutually agreed upon vacate date.
- The remaining **co-lessee(s)** will be responsible for paying the entire rent amount after you vacate and until a new **co-lessee** is found and added to the lease and/or the expiration of the lease, as applicable. Please refer to the *ADDING A HARVARD-AFFILIATED CO=LESSEE TO YOUR LEASE* section for more information.

#### All Co-lessees are Vacating the Apartment

• All **co-lessees** sign a Harvard University Housing Lease Adjustment form. Payment of a \$300.00 processing fee is required at the time you complete your form. Payment to HUH may be made by check, money order, or credit card (accepted in person only at the Harvard Campus Service Center).

#### Turnover and Re-leasing of the Apartment

- HUH will schedule the unit turnover process (including but not limited to painting, cleaning, maintenance, etc.) 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 Harvard University Holiday Calendar (search for the Holiday Calendar at <a href="https://hr.harvard.edu">https://hr.harvard.edu</a>). You are responsible for the rent during the unit turnover 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 lessee after unit turnover 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 unit turnover 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 lessee.
- Unit Turnover 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 and may result in additional cost to you.
- You must pay the rent and meet all HUH lessee 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 Harvard University Housing Lease Adjustment form, even if the apartment is not re-leased.
- Failure to move out by the by the vacate date you submitted may result in additional charges and commencement of eviction proceedings.

# LOSS OF AFFILIATION DURING THE LEASE TERM

- If loss of affiliation occurs unexpectedly during the lease term, you will be able to remain in your apartment through the end of your current lease.
  - Please contact the Leasing Office to speak with your leasing coordinator to fully understand your options.
  - If you choose to remain in HUH until the expiration date specified in your current lease, rent must be paid directly to HUH on or before the due date, which is the first day of each month, consistent with the lease terms. Please refer to the *RENT PAYMENTS* section for more information on how to pay your rent.
  - If you decide to vacate your apartment, please refer to the *VACATING YOUR APARTMENT DURING THE LEASE TERM* section for information on rules and regulations regarding vacating.
- Lessees who lose affiliation during their lease term are ineligible to request an extension of their lease or sign a new HUH lease.

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

#### **Moving Out**

- You must remove all your personal belongings (your own furniture, personal items, etc.), food, rubbish, etc. and leave he apartment clean and in undamaged condition. Furthermore, you must vacate your apartment by midnight of the vacate date you selected 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 lessees. If vacating and incoming lessees 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). Incoming lessees cannot waive apartment turnover to facilitate the purchase of furniture and household items from a prior lessee.
- HUH participates in the Fill-the-Truck program in partnership with the Sustainability program to provide a means for residents to sustainably dispose of items they do not need or want to take with them upon moveout. Information about recycling areas/drop points will be communicated to lessees via email prior to the lease expiration move-out season.

- If you fail to vacate on time, HUH reserves the right to hold lessee(s) 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 \$200.00 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 but is not limited to hotel, storage, and moving costs for an incoming lessee.
- Be sure to file a U.S. Postal Service change of address notice (<u>https://moversguide.usps.com</u>) 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.
- Additional information can be found in the Moving Out section of our website.

#### 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 <u>Property Management</u> <u>Office</u>, unless you are otherwise instructed by Property Management.
- 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 lessees are vacating.
- If a co-lessee will remain in the apartment, any co-lessee 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 a replacement fee of \$25.00 per key fob/swipe access card (applied to your student account or payable by check or credit card).

#### **Re-occupancy Restrictions**

- You will not be permitted to re-occupy your apartment without HUH's express approval, even if your apartment is not re-leased.
- If you elect to re-occupy the apartment for any period prior to its re-lease, you must sign a Harvard University Housing Lease Adjustment form and you will be required to pay the \$300.00 change processing fee. Once you have signed and paid the fee, your unit will be removed from the Currently Available 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. Visit <u>http://sfs.harvard.edu</u> for information on requesting your refund.
- If you are a departing faculty member or employee, you must contact HUH Accounts Receivable at <u>CS\_AR@harvard.edu</u> 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

#### APARTMENTMENTS

#### **Furnishings and Appliances**

- The majority of apartments are unfurnished. Where furniture and appliances are provided, no substitution will be made, and furniture and appliances cannot be removed from the apartment. This includes but is not limited to refrigerators; stoves; other provided appliances, if applicable, such as dishwashers, disposals, washers, dryers, or microwaves; window treatments; furniture and lamps.
- 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 and other especially large and heavy items require written consent from your Property Management Office for your building and cannot be accommodated at all buildings. Check with your Property Management Office for your building for more information.
- Unless supplied by Harvard, washing machines, dryers, dishwashers, refrigerators, disposals, any attached electrical fixture such as a ceiling light or fan, 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.

### Heating

- Heat is included in the rent for all units. 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. Lessees who fail to comply may be charged for the cost of any damages that may occur.

#### **Air Conditioning**

- Not all properties have air conditioning included. 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 November 15 each year.
- You must sign the appropriate air conditioner policy rider for your building and receive prior approval from the HUH Leasing Office before any air conditioner is installed. If permitted, size and installation must meet the requirements outlined by the Property Management Office and by your property's Air Conditioning Rider included in your lease. You must contact HUH's approved vendor, Rent-An-AC, for installation and removal service, regardless of air conditioner type (window, wall, or portable unit) to ensure venting is done correctly.
  - Even if the air conditioner is owned by the lessee, lessee must contact Rent-An-AC as they check to be sure it meets our energy compliancy requirements before installation is permitted.
  - Please note standard window air conditioning units do not fit in all buildings, and some apartments/buildings can only accommodate free-standing portable air conditioners, which must be properly vented (e.g., Peabody Terrace; units at 18 Banks Street and 8A Mt. Auburn Street in addition to living room units that may be installed in existing wall sleeves).
- 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. All air conditioners, regardless of type, MUST be removed or winterized (as appropriate and determined by HUH) by November 15 of each year and may not reinstall it until the following April 15 unless otherwise expressly approved by HUH through a reasonable accommodation.
- 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 our website to find <u>resident welcome</u> <u>information for your property</u>.

#### • Telephone Service

- Landline telephone service *at additional cost* is arranged either through Verizon or XFINITY by residents. 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 resident and their service provider, not HUH.
- Internet Service
  - Please refer to resident welcome information for each property regarding internet service. Internet service is provided in almost all properties, but not all.
  - Where internet service is provided by HUH, 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; residents must contact the appropriate service provider for assistance with any issues that arise. Residents 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. Refer to the resident welcome information for your property 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. Smoking means the combustion and inhalation from any cigarette, cigar, pipe, or other device or method.
- 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, in the 29 Garden Street and Harvard@Trilogy courtyards, and in any other designated non-smoking areas).

#### **Pet Friendly Apartments**

- 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, 8-15 Soldiers Field Park, 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. Fish in an aquarium not to exceed 50 gallons also are permitted. A dog or cat must be registered with the HUH Leasing Office; registration of birds and fish is not required. 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.
- Contact leasing to complete the HUH Pet Authorization and Policies rider.
  - For the above listed pet-friendly buildings, the rider included in the lease package 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. For units with co-lessees, all co-lessees must sign the HUH Pet Authorization and Policies rider.
    - It is lessee(s)'s responsibility to ensure rabies vaccinations are kept up to date and to submit evidence of such prior to submission of any request for an extension of your lease.
  - After initial signature, you may be required to submit an updated Pet Authorization and Policies Rider if HUH changes or amends the Rider or if you request to add a co-lessee to your lease.

#### **Non-Pet Friendly Apartments**

- 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.
  - 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.
  - Please note reasonable accommodations are granted on the basis of eligible reasonable accommodations in the cases of service and assistance animals. Living in a non-pet friendly apartment does not guarantee there will be no pets in the building.
    - Applicants with animal allergy concerns should contact the HUH disability housing coordinator at
       <u>HUH\_disability\_coordinator@harvard.edu</u> as soon as possible after their housing application has been approved and
       before selecting any HU Housing unit, particularly in buildings with central air conditioning or ventilation. Please Refer
       to the ACCESSIBLE HOUSING INFORMATION section for more information.

#### 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* <u>HUH\_disability\_coordinator@harvard.edu</u> for more information.
- No service or assistance animal shall be kept in the Premises until:
  - o The resident's eligibility for a service animal or assistance animal has been verified by appropriate University staff.
  - 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.
    - In the case of co-lessee(s), all co-lessees must sign the form consenting to the presence of the animal.
    - If the requester is a subtenant, the primary lessee(s) must sign the form consenting to the presence of the animal in the unit.
  - The authorization rider is executed by HUH.
- Assistance animals are not permitted in any exterior common courtyard where pets ordinarily are not permitted, such as Harvard@Trilogy and 29 Garden Street.
- It is lessee(s)'s responsibility to ensure rabies vaccinations are kept up to date and to submit evidence of such prior to submission of any request for an extension of your lease.
- After initial signature, you may be required to submit an updated Pet Authorization and Policies Rider if HUH changes or amends the Rider or if you request to add a co-lessee to your lease.
- 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.

#### Accessible Housing Accommodations

Individuals who require accessible housing accommodations related to a disability or serious ongoing medical condition should contact the HUH disability housing coordinator at <u>HUH disability coordinator@harvard.edu</u> 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. Please note however that HUH cannot guarantee housing.

#### **Personal Property Insurance**

- It is your responsibility to insure any personal property. HUH and Harvard University do not provide renters personal property insurance, and they do not cover the cost of replacing residents' 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, <u>https://www.nssi.com/</u>), or Arthur J. Gallagher & Co. College Student Renters Insurance (888-411-4911, <u>https://www.collegestudentinsurance.com/</u>). For example, \$10,000.00 in coverage with a \$100.00 deductible is available for approximately \$17.00 to \$24.00 per month (rates in effect as of November 2020; 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 several well-known insurance companies. To request a free, no-obligation quote or more information, visit the voluntary benefits site at <u>https://www.crimsonpersonalplans.com</u> or contact Mercer Voluntary Benefits at <u>customer.service@mercer.com</u> or 866-228-3516.
- Students may first want to check if they are covered under their parents' homeowner's policy, if applicable. Also, residents who live with HUH and own a home elsewhere may want to add renters coverage to their homeowners policy for a small additional fee.

#### Displacement due to Uninhabitable Apartment

If lessee's leased apartment is deemed uninhabitable by HUH due to fire or water damage, HUH will:

- Provide lessee with a temporary furnished unit. HUH will make an effort to relocate lessee to a furnished unit as close to lessee's leased unit, both in size and location, as is possible depending on availability.
- Provide lessee, if necessary, with HUH Fire Kit.

## **COMMON AREAS AND FACILITIES**

# HUH reserves the right to close or make available only on a limited basis building common areas, study rooms, fitness rooms, playrooms, and other building amenities as deemed necessary.

#### **Common Rooms**

- General Policies
  - Residents of 10 Akron Street, 5 Cowperthwaite Street, 29 Garden Street, Harvard@Trilogy, Peabody Terrace, Soldiers Field Park/One Western Avenue 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.).
  - 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 <u>graduatecommons@harvard.edu</u> or find more information on our website under the <u>Graduate Commons</u> <u>Program</u>.
    - Residents can only reserve common rooms in the buildings in which they reside, and residents are limited to one reservation in a seven-day period.
      - o If reserving outdoor space, no alternative rooms will be offered in the event of rain.
    - Only one reservation will be accepted per day, per common room. Furthermore, reservations must not be 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.
    - Reservation requests must be within the room's capacity limits.
  - There is a \$25.00 fee for all room reservations.
    - All Common Room policies must be followed; improper use of common spaces will be subject to fines. The host is
      responsible for any policy violation. Fines start at \$100.00 and may increase in \$100.00 increments for each policy
      violated (cleanup, noise, damage, etc.). Fines may be assessed via student account or added to the lessee's ledger.
  - The access card to the common area must be picked up from the Graduate Commons Program Manager during business hours.
  - The event host must be present for the duration of the event and accessible via cell phone.
    - You must have a copy of the event confirmation email available at your event.
  - Hosts are responsible for the conduct of guests. Be sure that your guests are not disturbing residents of the community. 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. The event must be confined to the specific room requested.
    - Sound enhancing devices (large speakers, subwoofers, etc.) are not allowed. If you require special A/V equipment, please contact your area Program Manager.
  - After-hours requests made to the on-call team may result in a 100.00 lock-out charge applied to your student bill or lessee account.
  - Charging guest for access to events is strictly prohibited.
  - Be sure to read the University's Youth Protection Policy regarding the safety and protection of minors on campus, to which all community members are subject, at <u>https://youthprotection.harvard.edu</u>. Completing a room reservation with your area Program Manager signals that you have read and understand all aspects of this policy.
  - Graduate Commons and HU Housing have discretion over 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.
  - Adequate food and non-alcohol beverages must be served at an event where beer or wine is served.
  - All leftover beer and wine must be disposed of properly and packaging must be recycled when appropriate.
- o Large quantities of beer or wine (i.e. kegs, party balls) are not permitted anywhere in the building.
- Spirits (whiskey, rye, vodka, gin, tequila, etc.), including mixed drinks, are not permitted in common rooms, including at private events.

- o All adults at the private event must be at least 21 years of age and show proper identification if asked.
  - Events involving alcohol cannot be open to the general public. All guests must be personally invited.
  - Charging attendees for alcohol at private events is prohibited.
  - Alcohol cannot be served if there are any underage individuals at the event.
    - Children of attending residents are the exception to this rule.
- For large events the host may be required to hire and pay any associated fees with the service of:
  - A member of the University Beverage Authorization Team.
  - An HUPD Detail Officer
    - The officer helps to ensure that non-residents do not enter the residential parts of the building.
    - The Detail Request Form can be found at <u>http://www.hupd.harvard.edu</u>.

#### • Cleaning Policy and Checklist

- The host of an event is 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, Harvard@Trilogy, and Soldiers Field Park (the SFP fitness room is open to residents of Soldiers Park and One Western Avenue). Nonresidents, such as personal instructors, visitors, etc., are not permitted. 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, One Western Avenue, and Soldiers Field Park. All playrooms are available only to the residents of the building the playroom is located in. All playroom spaces are membership-based, maintained by its members, and managed by GCP. Use of the playrooms is restricted to children ages 0 to 6. 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. Find more information on our website about <u>Children's Playgrounds and Playrooms</u>.

#### **Other Facilities**

- Laundry facilities are provided as a courtesy to building residents at most locations, and HUH is not liable for any damages or loss that may occur by using the machines. Machines may not be able to accommodate certain items. Machines should be used only during posted hours to avoid disturbing adjacent residents. 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. Please empty the lint screen of the clothes dryer after every use and place dryer lint in a closed bag or other disposal object to prevent fire.
  - 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 or need to request a refund for coins lost in CSC Service Works machines, please contact CSC Service Works (https://www.cscsw.com/one-csc/ or call 877-264-6622. Please also notify your Property Management Office, so they can investigate the problem and post signage on the machine that is out of service.
  - For problems using your credit or debit card, call Change Point at 877-231-3537.
  - If you need help with problems using your Crimson Cash card, visit <u>https://cash.harvard.edu</u>.
- 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 residents or to damage or deface property.
- Contact your Property Management Office or locate your property on https://www.huhousing.harvard.edu/ for more information regarding property rules and policies.

#### 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.
- HUH is not liable for any other damage to or loss or theft of property.
- Per Massachusetts Board of Fire Prevention Regulations, storage is not allowed in common areas, public hallways, stairwells, fire escapes, or on balconies. Personal property, including bicycles, must be stored inside resident's apartment or in explicitly designated storage areas.
  - o 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 to be stored in any areas.
  - o Bicycles can only be locked to bicycle racks or stored in designated basement storage areas.
    - Registration may be required for your building. Check with your Property Management Office.
    - Bicycles found in hallways or attached to none designated areas (i.e. bicycle racks) may be removed without notice at owner's expense.
- Additional storage is not available at all HUH properties. Contact your Property Management Office or <u>locate your property</u> for more information regarding additional storage.
  - 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. Lessees may be required to provide their own locks.
  - 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. You are responsible for insuring your own personal belongings. Please refer to the *PERSONAL PROPERTY INSURANCE* section for more information
- The properties where additional storage is provided are:
  - 10 Akron Street Storage cage provided for every apartment; contact Property Management Office after you have purchased your own padlock.
  - o 1-2 Athens Terrace Requests should be coordinated with the Property Management Office.
  - o 4-6 Athens Terrace
  - o Banks Street 33-35, 37-39, 41-43, 47, 59 Requests should be coordinated with the Property Management Office.
  - o Botanic Gardens
  - 5 Cowperthwaite Street Storage cages on the garage level of the building are guaranteed for lessees in studio apartments only. Lessees in larger apartments will be placed on a waiting list until a storage cage becomes available.
  - o 27 Everett Street
  - 23-25 Flagg Street Requests should be coordinated with the Property Management Office.
  - o Grant Street 4, 12-12 <sup>1</sup>/<sub>2</sub>, 16, 17 Requests should be coordinated with the Property Management Office.
  - Haskins Hall
  - Holden Green Storage is limited and not available at all units.
  - o Mellen Street 10, 12, 14-16

- o 4-6 Mount Auburn Street
- Prescott Street 18, 20-20A, 22-24, 85-95
- 21 Robinson Street
- o 5A Sacramento Street
- Shaler Lane
- o 3 Sumner Road
- Terry Terrace
- Ware Street 9-13A, 15, 17, 19
- Ware Street 15, 17, 19
- o 381-383 Western Avenue
- Property Management staff may require access to locked storage bins or cages to make emergency repairs.
- When you vacate your apartment, you must also remove all personal items from the storage area by your indicated vacate date.
- Any items left after your vacate date or left outside of the storage area may be removed and recycled or discarded by the Property Management staff without notification, at the lessee's expense.

# MAIL AND PACKAGES

- Residents are responsible for all their packages delivered to their apartment or building. HUH accepts no liability for lost or stolen parcels.
- For mail and items being shipped to your HUH address, please remember:
  - Be sure to provide your full mailing address, including your unit number, for all items you are mailing/shipping or expecting to receive.
  - Packages that are delivered and left in the building vestibule or mail area and not picked up within 14 days will be returned to sender by Harvard University Mail Services
  - $\circ$   $\;$  Items should not be shipped to the building prior to your arrival.
  - The Property Management Office does not accept or store packages for residents at any time. You may wish to rent a PO Box from the U. S. Postal Service (<u>https://www.usps.com/</u>) to handle some packages. However, non-US Postal Service deliveries such as UPS may not be accepted at the Post Office (check with your shipper).
  - HUH recommends that you put a hold on your mail if you plan to be away for an extended period. Visit <u>https://www.usps.com/</u> to learn how you can do so.
- Building vestibules are not package pickup areas for UPS/FedEx. If you must return or ship any packages, you must do so at the appropriate store or mailing/shipping center.
- Please be sure to recycle all your mail and packaging waste. Additionally, HUH recommends visiting https://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 Police Department to initiate an investigation.
- For more information about the location of the mailroom or mail boxes at your property, please refer to <u>Moving In</u> information on our website. If Package Concierge or Amazon Locker service is available at your property, you will receive information in your Welcome Package.

# LOCKOUTS

If you are locked out of your apartment, contact your Property Management Office. Only current lessees 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; search for the holiday calendar at https://hr.harvard.edu) call your Property Management Office directly for apartment access. There is no fee for lockouts during business hours.
- 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, the Property Management Office 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 \$25.00 per key fob/swipe access card. The fee is payable by check, student account (registered students with an active student account only), or lessee ledger.

#### After Business Hours

- Call your Property Management Office. You will be directed to Operations on-call staff, who will provide you access to your apartment.
- After-hours requests made to the on-call team may result in a 100.00 lock-out charge applied to your student bill or lessee account.

## LOST KEYS, KEY FOBS, SWIPE ACCESS CARDS AND REPLACEMENTS

- 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 replacement fee of \$25.00 per key/key fob/swipe access card by the management office.
  - Be sure to report a lost HUID to the I.D. Office at the Campus Service Center (<u>https://campusservicecenter.harvard.edu</u>, 617-496-7827, <u>id\_services@harvard.edu</u>). A fee is charged for replacement.
- After a second replacement key/key fob/swipe access card has been given to any lessee/authorized occupant, management will notify all lessees 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 replacement fee of \$25.00 per key fob/swipe access card, payable by check, student account (registered students with an active student account only), or lessee ledger.
- When a third lost key/key fob/swipe access card request has been received, management will inform all lessees listed on the lease when the \$200.00 door lock/core replacement fee or the \$25.00 per key fob/swipe access card replacement fee may be applied. This fee will be applied jointly and severally to all lessees, 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 lessee 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.
  - If it is determined that a lessee has allowed the use of an apartment for any unauthorized purpose, or if an HUH-approved subtenant does not return issued keys/key fobs/swipe access cards to the Property Management Office, HUH will change the apartment door lock/core and the lessee may be required to pay a replacement fee of \$200.00 for keyed apartments or \$25.00 per key fob/swipe access card for key fob buildings/ by check, student account (registered students with an active student account only), or lessee ledger. This fee will be applied jointly and severally to all lessees.

# **RESIDENT, CONSTRUCTION, AND OTHER NOISE OR DISTURBANCE**

#### **Resident Noise or Disturbance**

- In keeping with the expectation of mutual respect within the Harvard community, HUH requests that all residents show consideration for your fellow residents' concerns regarding noise. Please be considerate of your neighbors and keep all sound within reasonable limits. Per Clause 7 of the HUH lease, residents 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, HUH recommends that residents using exercise equipment (bikes, treadmills, etc.) in their apartment install sound and vibration reducing mats or rugs under the equipment.
- Residents 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. Residents 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, residents of HUH Cambridge, Allston, and Somerville properties should direct noise complaints to the Harvard University Police Department at 617-495-1212 for a response. Residents at Harvard@Trilogy should direct noise complaints to the Boston Police by calling 911 (alternatively, the Boston Police Party Line 15 617-343-5500 for loud parties) and to 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 soundproof.** During your tenancy you may experience the following, but not limited to, types of noise:

- Typical urban and commercial noise, such as sounds from traffic and delivery, noise from retail commercial tenants on ground floors (such as, but not limited to 2 Holyoke Street), 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 childcare 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, Peabody 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 residents. 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 lease/contract or may be found on Harvard University's Construction Mitigation website at <a href="http://construction.harvard.edu">http://construction.harvard.edu</a>.
- Noise occurring from emergency repairs that must be performed by HUH or other Harvard University departments. Advance notification to residents, 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 residents to stay informed about construction and other 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 https://www.cambridgema.gov/CDD/Projects
- http://www.bostonplans.org/projects/development-projects/
- <u>https://www.bwsc.org/projects/project-lookup</u>
- o <u>http://www.cityofboston.gov/publicworks/construction/</u>
- o <u>https://www.somervillema.gov/construction</u>
- 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 <u>visit https://www.epa.gov/indoor-air-quality-iaq/carbon-monoxides-impact-indoor-air-quality</u>.
- Do NOT tamper with smoke or carbon monoxide detectors.
- Except for 15 Hawthorne Street, 13 Kirkland Street, and 17 Ware Street, 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.* Lessees 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.** HUH makes 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 lessee results in HUH being fined by a municipal or government agency, the lessee 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 the Property Management Office. 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. Residents in these single-family homes must abide by Cambridge fire prevention regulations banning the use of grills on porches, balconies, and roofs. Visit <u>https://www.cambridgema.gov/cfd/firedeptdivisions/firepreventionbureau/Regulations</u>.
- Firearms and ammunition are prohibited, even with a license.

#### Cleanliness

- Lessee must keep apartment in a clean and healthful condition, in compliance with municipal laws, ordinances, and building fire codes.
- Interior passages to unit entry/exit doors must be unobstructed. 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.

#### 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.
- All residents, including subtenants, 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 residents' 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 resident information to an authorized census enumerator, if the enumerator is unsuccessful in contacting a resident 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 residents, 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, lessee 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 co-lessee may be shared with all co-lessees.
- 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 in

the Bed Bug Harvard Housing Flowchart available by searching at <u>https://www.ehs.harvard.edu</u> 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.