



## PET POLICIES RIDER

*This Rider contains conditions that are material to your decision to enter into a new Lease or to request an extension of your existing Lease. Please read this Rider carefully. Submission of this Rider along with your signed Lease or completed extension application will indicate your agreement with the following provisions. Execution of your submitted Lease or extension application by Harvard University Housing will constitute an amendment of your lease.*

### RIDER TO [AFFILIATED] HARVARD UNIVERSITY HOUSING (HUH) LEASE

The following terms and conditions are attached to and incorporated by reference into your Lease as entered into or renewed hereby. In the event of any inconsistency or discrepancy between the terms and conditions of the [Affiliated] HUH Lease and the following terms and conditions, the following terms and conditions shall apply.

This is a pet-friendly apartment. Tenant(s) agrees to the following terms of the Pet Policies Rider. Furthermore, tenant agrees that if they will be keeping a pet in this apartment, **tenant(s) must contact the Harvard University Housing Leasing Office at 617-495-1459 or [leasing@harvard.edu](mailto:leasing@harvard.edu) to request to register their pet. Tenant(s) will then be provided with and must submit the PET AUTHORIZATION AND POLICIES RIDER to provide additional required information for their pet to be considered registered with HUH.**

#### Tenant(s) understand and agree that:

- Only **one** registered pet will be permitted and that additional pets/animals will not be allowed. **The keeping of an unregistered pet in this apartment (the Premises) is grounds for lease termination. Animal “guests” and pet-sitting are not permitted.**
- **If Tenant (pet owner) is or will be living with a Co-lessee(s)**, co-lessee(s) must sign the PET AUTHORIZATION AND POLICIES RIDER consenting to the presence of the animal in the Premises, or the animal will not be permitted.
- **If the pet owner is a Subtenant**, the tenant(s) must contact HUH Leasing and submit and sign the PET AUTHORIZATION AND POLICIES RIDER consenting to the presence of the animal in the Premises, or the animal will not be permitted
- In a circumstance where the presence of the animal will create problems for the co-lessee(s) or the tenant(s) in a sublet situation (i.e., due to allergies, fear, religious beliefs, and so on), all parties should discuss their concerns directly with each other and/or their student life officer in a timely manner.
  - Should any of the affiliates need to request a reasonable accommodation, he/she should contact the HUH disability housing coordinator ([huh\\_disability\\_coordinator@harvard.edu](mailto:huh_disability_coordinator@harvard.edu)) for preliminary information.
  - Tenant(s) understands that a request by the tenant(s)/co-lessee(s) to relocate within the HUH portfolio is subject to the terms of their HUH Lease and unit availability.
- HUH is not responsible for any animal on the property, including any injury that may occur to or be caused by the animal. Tenant(s) agrees to defend and indemnify and hold Harvard University and its affiliates, employees, and representatives harmless from and against any claims, losses, liabilities, damages, costs and expenses arising out of or relating to the pet. Tenant(s) is financially responsible for any bodily injury or personal injury caused to other persons by the pet.

#### Categories of Permitted Pets

- Fish in an aquarium (not to exceed 50 gallons) are permitted at all HUH properties except Cronkhite Graduate Center.
- Besides aquarium fish, as noted above, the only other pets permitted in pet-friendly apartments are:
  - A maximum of two domesticated pet birds.
  - One cat or one dog, **not to exceed 40 pounds when full grown** (breed restrictions apply). Additional dogs or cats are not permitted.
- The following breeds of dog are not permitted: Pit Bull, Tosa Inus, German Shepherd, Rottweiler, Presa Canario, Fila Brasileiro, Argentine Dogo, Akita, Chow Chow, Shar Pei, Dalmatian, and Doberman Pinscher. Additionally, mixed breeds of these types of dogs (i.e., a Pit Bull cross) are not permitted. In cases of assistance animals, reasonable modifications to this policy will be explored.
- Reptiles, rodents, and all other types of pets are not permitted.

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## Guidelines for Keeping the Animal

- HUH requires full compliance with any and all laws and municipal regulations regarding animal ownership. If the animal is a dog, resident is responsible for maintaining up-to-date licensing of the dog with the city in which his/her Harvard University Housing (the Premises) is located. Contact the appropriate office:
  - The City of Cambridge at <http://www.cambridgema.gov/animal>
  - The City of Somerville at <http://www.somervillema.gov/departments/animal-control>
  - The City of Boston at <http://www.cityofboston.gov/animals/doglicense>
- Dogs must wear a valid dog license. Cats must wear a valid rabies tag. Both dogs and cats must also wear a tag bearing the owner's name, address, and telephone number.
- The animal must be treated humanely.
- If the animal is a cat, it must be trained to use a litter box. If it is a dog, the dog must be house trained.
- Owner/Handler must always take adequate precautions to eliminate any animal odors within or around the Premises and to maintain the Premises in a sanitary condition at all times. Owner/Handler is responsible for prompt clean-up of all pet waste, if any, inside the Premises and outside on the property. Animal litter may not be flushed down toilets. Animal waste must be bagged and discarded directly in an outside dumpster; it must not be discarded in interior waste bins.
- Pet food and pet treats must not be left out and must be stored in a secure container made of hard plastic, metal, or similar impenetrable material.
- Animals must be under control. Owner/Handler must confine, restrain, or maintain control over the animal to prevent an attack or injury to any person, domesticated animal, or property. During apartment inspections of the Premises and maintenance visits, Owner/Handler must restrain the animal in an animal carrier, cage, crate, or pen.
- Owner/Handler must monitor the animal's behavior and noise levels and prevent frequent howling, yelping, barking, or other disturbances to neighbors. The animal must be well behaved at all times, whether in your private quarters or on the campus grounds. It may not display vicious behavior, make excessive noise, pose a risk of health or safety or be a nuisance to others.
- Pets are limited to the housing unit (the Premises) and are not permitted in any interior common area of the building other than the direct path of travel to the outdoors or designated areas (if applicable) required for the animal to relieve itself. Additionally, the animal is not permitted in any exterior common courtyard where pets ordinarily are not permitted.
- Animals must not be left unattended outside of the Premises.

## Safety, Damages, and Other Concerns

- HUH Property Operations may conduct an initial inspection of the Premises after HUH approval of the animal's registration, and the condition of the Premises will be assessed periodically throughout the year and during annual inspections.
- **If subsequent or annual reinspection reveals animal damage or an unsanitary condition, the primary Lessee(s) is financially responsible and will be charged for the full cost of cleaning, materials, repairs, and labor.** If the Owner/Handler is listed on the HUH Lease as a lessee living with co-lessee(s), charges first will be applied to the animal's owner/handler. In the event of any default in payment, HUH reserves the right to apply charges to the non-owner/handler, pursuant to the joint and several liability under the HUH Lease.
- Permission to keep the animal in the Premises may be revoked and HUH may require the Owner/Handler to remove the animal from the Premises if HUH, in its sole discretion, determines that the animal is causing damage or an unsanitary condition or is a nuisance or a threat to the safety or security of any person or property, or is otherwise in violation of these Policies.
- Failure to remove the animal after HUH's request for removal shall be considered a violation of the lease and is grounds for lease termination. Nothing in this paragraph shall limit HUH to the foregoing remedy if the animal is in violation of these Policies.

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If you have any questions regarding this Rider, please contact the Harvard University Housing Leasing Office at 617-495-1459 or [leasing@harvard.edu](mailto:leasing@harvard.edu).

By execution hereof, Tenant acknowledges and agrees that s/he has read and understood the foregoing and that consideration of the foregoing was a material consideration in Tenant's decision to enter into a new lease or amend and extend the lease.

**TENANT(S) SIGNATURE(S):**

By <<TenantFirstLast1>> \_\_\_\_\_  
(Print name) (Signature of Tenant listed on Lease) (Date)

By <<TenantFirstLast2>> \_\_\_\_\_  
(Print name) (Signature of Tenant listed on Lease) (Date)

By <<TenantFirstLast3>> \_\_\_\_\_  
(Print name) (Signature of Tenant listed on Lease) (Date)

By <<TenantFirstLast4>> \_\_\_\_\_  
(Print name) (Signature of Tenant listed on Lease) (Date)

**LANDLORD:**

**President and Fellows of Harvard College by its Agent Harvard University Housing**

\_\_\_\_\_  
(Signature of Landlord) (Date)