



## Harvard University Housing Lease

Date <<Today>>

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

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(“Tenant”), who hereby leases from Landlord, unit <<Unit>> (the “Premises”) in Landlord’s Building (the “Building”) at **UNIT ADDRESS,CITY**, Massachusetts, consisting of **UNIT DESCRIPTION** for a lease term of ## months and ## days commencing **LEASE START DATE** and ending **LEASE END DATE** on the terms and conditions set forth in this Harvard University Housing Lease (this “Lease”).

The rent for that lease term shall be **\$TOTAL TERM RENT**, payable **\$INITIAL PAYMENT AMOUNT** on **DUE BACK DATE** and **\$MONTHLY RENT AMOUNT** monthly thereafter in advance on or before the first day of every calendar month commencing **NEXT RENT DUE**.

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

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

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

**TERMINATION WHEN HARVARD AFFILIATION CEASES OR CHANGES.** Tenant understands and agrees that Tenant’s occupancy of the Premises is contingent on Tenant’s status as a full-time, registered student, or as a full-time employee or officer of Harvard University, and that some of the Harvard University Housing is restricted to one or more of those categories. No other persons may occupy the Premises unless (i) they are a spouse/domestic partner, child, sibling, or parent of a Tenant or other person approved by Landlord, and (ii) such persons have been registered with Landlord by the filing of an Authorized Occupant Form. If Tenant ceases to be a full-time, registered Harvard student or a full-time employee or officer of Harvard University and Tenant is not in another of those categories, Landlord may terminate this lease. If Tenant's occupancy of the Premises is based upon affiliation with Harvard University other than full-time student, employee, or officer, then Tenant's application for this

Lease must so state, and if that affiliation ceases, Landlord may terminate this Lease. A person is a "Harvard student" for the purposes of this Lease only if the person is a full-time, regularly enrolled, tuition-paying graduate degree candidate at Harvard University. Students of Harvard College and students of Harvard Extension School shall not be considered to be affiliated with Harvard University for the purpose of this paragraph. Termination under this paragraph may be at any time after the Harvard affiliation ceases or changes. Landlord shall retain the right to terminate this Lease regardless of the delay between the date that Tenant's affiliation ceases or changes and the date that Landlord gives notice to terminate. **Tenant agrees to notify Landlord promptly if Tenant's affiliation ceases or changes.**

For maintenance, Tenant should contact **MANAGEMENT OFFICE** at **PHONE**.

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

#### **LANDLORD AND TENANT FURTHER AGREE:**

1. **UTILITIES AND LANDLORD'S REPAIRS** — Heat, electricity, and gas, where applicable, whether they are used for furnishing heat, hot water, or other purposes to the Premises, are included in the rent. Landlord shall furnish to the Premises reasonable hot and cold water and reasonable heat during the regular heating season, all in accordance with applicable laws. If applicable, air conditioning provided by the Landlord will be available during the specified cooling season only. In buildings where Internet service is available, Tenant shall adhere to all terms of the provider's **Acceptable Use Policy**. Except as may be provided applicable law, Landlord shall not be liable to Tenant or anyone else for impairment or cessation of any utility or service, or for failure or delay in making repairs, to the extent any of the forgoing are due to accident, to governmental laws or regulations, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from Landlord's usual sources, or to any other cause beyond Landlord's reasonable control.
2. **SUBLETTING** — Tenant shall not assign this Lease nor sublet any part or all of the Premises nor permit any other person or persons (other than an Authorized Occupant) to occupy any part or all of the Premises without on each occasion the prior written consent of Landlord. If it is determined that Tenant has allowed the use of the Premises for any unauthorized purpose, Landlord reserves the right to change the apartment locks. All sublease terms are subordinate to the terms of this Harvard University Housing Lease. If the terms of the sublease and this underlying Lease are inconsistent, the terms of this Lease govern. If this Lease is terminated for any reason, the sublease is automatically terminated. Tenant is responsible for delivering copies of any Landlord notices to the Subtenant, including alerting Subtenant to any construction or projects occurring during the term of this Lease. Tenant is responsible for informing the Subtenant that at times Landlord will enter the premises to perform maintenance, and that in some cases, notice of entry may go only to the Tenant. Should the Subtenant receive any Landlord notices, the Subtenant is responsible for delivering copies of the notices to the Tenant.
3. **CARE OF PREMISES AND TENANT'S REPAIRS** — Tenant shall not permit heat, electricity, gas, or water to be wasted. To prevent the possible occurrence of mold, Tenant shall immediately notify Landlord upon discovering any water leakage from the roof, a pipe or any other building component normally maintained by Landlord. Tenant must not block or otherwise interfere with the operation of any heating, ventilating, or air conditioning equipment supplied by Landlord, notifying Landlord immediately if such equipment malfunctions or if any doors or windows cannot be opened or closed. Tenant shall not paint, put nails or screws in, make holes in, rewire, temporarily or permanently remove or relocate appliances or fixtures, or otherwise alter or change, and shall not make any additions or alterations in or to, the Premises. Tenant shall not cause damage to the Premises, and at the termination of this Lease Tenant shall deliver up the Premises and all property belonging to Landlord in good, clean and tenable order and condition, reasonable wear and tear excepted. Where accessible and applicable, Tenant shall not reduce the thermostat in the Premises below 60 degrees during the winter months for any period while Tenant is absent from the Premises. Tenant shall not install in the Premises any air conditioner, without on each occasion the prior written consent of Landlord, and if permitted, installation and removal shall meet all requirements outlined by the Landlord. Tenant shall remove said air conditioner by October 31 of each year and may not reinstall it until the following May 1. **Tenant shall not keep or install in the Premises any space heater; washing machine; dryer; dishwashing machine; refrigerator; disposal; any attached electrical fixture such as a ceiling light or fan; or other major appliance or like equipment; waterbed; hoverboard; any computer, cell phone, or other item that may have been recalled due to battery malfunction, overheating or other conditions posing a fire hazard; or any item considered to be hazardous.** Tenant shall not install in the Premises any satellite dish, television aerial or other aerial, without on each occasion the prior written consent of Landlord, and if permitted, installation and removal shall meet all requirements outlined by the Landlord. Tenant shall keep the Premises and all equipment, fixtures, and furniture therein in as good repair as the same were in at the beginning of the term of this Lease or may be put in thereafter, excepting only reasonable wear and tear and such matters as are Landlord's responsibility by law. The electrical system shall not be overloaded, and no extension cords shall be placed under rugs or carpeting. The use of candles and similar open flame devices is prohibited. If a working fireplace is provided in the Premises, Tenant shall comply with Landlord's instructions for its proper use. Tenant shall pay for any damage to the extent caused by a violation of the foregoing. Tenant shall pay for the cost of correcting prohibited alterations, including the cost of daily vacancy rent loss. Repairs required because of fire or other casualty are not covered in this section; see section 20.

4. **CLEANLINESS** — Tenant shall maintain the Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations of any governmental entity with reference to the use, condition or occupancy of the Premises. Without limitation of the foregoing, Tenant shall not create any condition that is unduly attractive to insects, rodents, or other pests (such as poor storage of food or failure to dispose properly of food waste). Tenant shall not sweep, throw, or dispose of from the Premises nor from any doors, windows, balconies, porches, or other parts of the Building, any dirt, waste, rubbish, or other thing into any other parts of the Building or the land adjacent thereto. All trash and garbage shall be placed in proper receptacles. Upon the termination of this lease and Tenant's vacating the Premises, Tenant shall remove all personal furniture, personal belongings, rubbish, trash, food, and other items from the Premises, and shall deliver the Premises to Landlord in broom clean condition.
5. **PLUMBING** — Tenant shall not use the toilets, waste pipes, and other plumbing fixtures in the Premises and the Building for any purpose other than those for which they were constructed, nor throw any sweepings, rubbish, rags, diapers, or any other improper articles into them. Tenant shall not make any additions or alterations to bath and plumbing fixtures. Tenant shall pay for any damage to the extent caused by a violation of the foregoing.
6. **PRIMARY RESIDENCE / IMPROPER USE OF PREMISES** — Tenant shall not make any unlawful, dangerous or offensive use of the Premises, nor cause any substantial interference with the rights, comfort, enjoyment or safety of other occupants of the Building, nor make any use of the Premises other than as a private residence. The Premises shall be occupied as Tenant's primary residence. No business of any kind shall be conducted on or from the Premises. Windows must be neat and orderly, so as to project a uniform appearance to the outside. Only supplied window treatments may be used; removal of supplied window treatments is not permitted. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the windowsills. No receptacles, vehicles, baby carriages, bicycles, barbecue grills, hibachis, chimineas, or other obstructions shall be stored on balconies or patios or placed in the halls, passageways, or other common areas except in areas designated for the purpose. Tenant shall not remove or tamper with wireless access points. No items may be hung from, placed on edges, or protrude beyond the balcony. Items must not create an overloading or fire hazard or obstruct emergency egress to adjacent balconies, where applicable. Furniture placed on patios and/or balconies must be presentable and appropriate for outdoor use. Any alterations (including decorations) must have prior written approval from Landlord. Landlord reserves the right to require the removal of items from balconies from time to time. No firearms, ammunition, fireworks, or explosives, or hazardous materials (other than cleaning materials and other household items used in accordance with applicable law) shall be kept in the Premises. Tenant shall not remove or tamper with wireless internet access points. The Premises and all interior and exterior premises and common areas of the property are designated as smoke free/no smoking permitted. Smoking is defined as the combustion and inhalation from any cigarette, cigar, pipe, or other device or method.
7. **DISTURBANCE** — Tenant shall not make, and shall not permit any guest, or visitor, or agent to make, any disturbing noises in the Premises or the Building that will interfere with the rights, comfort, or convenience of other occupants of the Building. Tenant shall not play any musical instrument, radio, television, audio equipment, stereo equipment, or other like device in the Premises in a manner offensive to other occupants of the Building nor in any event so as to be audible outside the Premises between the hours of eleven o'clock P.M. and the following seven o'clock A.M. Landlord cannot guarantee that any apartment will be soundproof. Tenant acknowledges all Harvard University Housing complexes are affected to some degree by urban noise and that sounds from traffic; delivery, trash, and recycling trucks; construction and apartment turnover maintenance; building heating, cooling, ventilation, elevator, and plumbing systems; retail commercial spaces; and neighboring apartments may be heard, particularly in buildings with hardwood floors.
8. **PETS, SERVICE ANIMALS, AND ASSISTANCE ANIMALS** —
  - A) No dogs, cats, or birds shall be kept in the Premises, unless the Premises is designated as pet friendly and the Pet Authorization rider amending this lease is signed. If the Premises is not designated as pet friendly, dogs, cats, birds, reptiles, rodents, pet animals of any kind, pet "guests", and pet-sitting are not permitted. Fish are allowed in an aquarium not to exceed 50 gallons. In cases of service or assistance animals, reasonable modifications to this rule will be explored.
  - B) Eligibility for a reasonable accommodation to keep a service animal or assistance animal in the Premises if the Premises is not designated as pet friendly must be verified by appropriate University staff. Upon verification of eligibility, the Service Animal or Assistance Animal Authorization and Policies Rider amending this lease must be signed.
9. **LOSS OR DAMAGE** — Subject to provisions of applicable law, Tenant shall indemnify and save Landlord harmless from all liability, loss, or damage arising from any carelessness, neglect, or improper conduct on the Premises and Tenant shall be responsible for and shall reimburse Landlord for any loss or damage to the Premises, the Building or Landlord's equipment or fixtures therein arising from any such carelessness, neglect, or improper conduct; however, nothing in any of the foregoing shall apply to any liability, loss, or damage to the extent caused by any omission, fault, negligence or other misconduct of Landlord.
10. **RIGHT OF ENTRY** — Landlord may enter the Premises at reasonable times, or in cases of emergency, to inspect the Premises, to show the Premises to prospective purchasers or tenants, to make repairs, to correct anticipated or unanticipated

building or mechanical issues, or to make any improvement deemed appropriate by Landlord or required by law (including inspection for and abatement of lead paint, making apartment alterations to address life safety or sustainability issues, such as the closure of fireplaces or the removal of air conditioners), or to exterminate insects, rodents, and other pests, and otherwise perform pest control measures. In some circumstances, tenant may be required to move possessions to allow complete access to the work area. Should Tenant's use of the Premises result in the need for pest control treatments beyond Landlord's regular schedule for the performance of such measures, Tenant shall be liable for the additional cost of such treatment. Landlord may also enter the Premises if they appear to have been abandoned or as otherwise permitted by law.

11. TEMPORARY RELOCATION — In the event that repairs, improvements, or lead paint or other abatement work are to be made to the Premises, and such repairs, improvements, or abatement work cannot be efficiently made while Tenant occupies the Premises, Landlord shall have the right to relocate Tenant temporarily to comparable housing during the time required to make such repairs or improvements or to complete any abatement work.
12. PERSONAL PROPERTY AND STORAGE — Any personal property in any part of the Building within the control of Tenant shall be at the sole risk of Tenant.
  - A) Subject to provisions of applicable law, Landlord shall not be liable for damage to or loss of personal property of any kind which may be lost or stolen, or damaged or destroyed by fire, water, steam, defective refrigeration, or elevators, or otherwise, while on the Premises, the Building, or the land adjacent thereto, except to the extent caused by the omission, fault, negligence, or other misconduct of Landlord. Landlord's providing or designation of storage space or garage (if Landlord should do so) shall not be any basis of any liability or obligation of Landlord with respect to personal property stored therein. **It shall be Tenant's own responsibility to insure Tenant's personal property.**
  - B) Buildings where Landlord provides storage and the limitations upon such storage are listed in the *Policies and Procedures for Harvard University Housing Tenants*. Where provided, Tenant's rental of the Premises shall include the license (terminable by Landlord on notice to Tenant) to use one storage bin or cage in the basement of the Building in which the Premises is located. Tenant shall be responsible for providing a lock for the storage bin or cage and for keeping the bin orderly and safe. Landlord shall have the right to inspect the bin or cage and its contents to ensure compliance with the foregoing. Landlord shall have the right to enter the bin or cage to make necessary repairs. All items stored in the basement, whether or not in a bin or cage, are stored at Tenant's sole risk. The Landlord shall not be liable for water or any other damage to or loss or theft of personal property. Landlord recommends the use of pallets in basement storage areas. Landlord disclaims any bailment or custody of said items. Tenant shall remove all items from the bin or cage and the basement at the termination of the lease or earlier termination of the license. Any items remaining thereafter shall be treated as abandoned by Tenant and shall be disposed of or recycled.
13. OTHER REGULATIONS; POLICIES AND PROCEDURES — Tenant shall conform to such additional written rules and regulations, and housing policies and procedures reasonably related to this Lease, as shall from time to time be promulgated by Landlord for the safety, care, cleanliness, or orderly conduct of the Premises and the Building and for the benefit, safety, comfort, and convenience of all occupants of the Building. Landlord shall be under no obligation to enforce its rules and regulations, and housing policies and procedures uniformly. Tenant acknowledges receipt of the Harvard University Housing Policies and Procedures at or prior to execution of this Lease and shall comply with them.
14. PARKING — Tenant shall not park automobiles, motorcycles, motorized scooters, motorized bicycles, bicycles, other vehicles, in the Building or on property of Landlord unless and to the extent Landlord first gives written consent thereto.
15. KEYS, KEY FOBS, SWIPE ACCESS CARDS, AND LOCKS — Keys, key fobs, and swipe access cards issued to the Tenant are intended solely for the Tenant's use or for the use of HUH-approved authorized occupants or HUH-authorized subletters only. When this Lease ends, Tenant shall deliver all keys, key fobs, and swipe access cards for the Premises to Landlord. If the exterior door locks or locks in the Premises are not in normal working order at any time and if Tenant gives notice of that to Landlord, Landlord shall repair or replace the lock or locks within a reasonable time following receipt of notice. Tenant shall not change or replace locks nor add new locks.
16. FAILURE TO VACATE — If Tenant shall occupy the Premises after this Lease terminates, the terms and conditions of this Lease shall apply as long as Tenant remains in occupancy; but nothing in the foregoing shall be deemed to affect the termination or give Tenant a right to remain in the Premises. If Tenant fails to vacate the premises by the lease termination date, then for each day or part of a day thereafter, tenant shall pay to Landlord on demand (i) all of Landlord's expenses and costs related to the failure to vacate by the termination date, which may include hotel, storage, and moving costs for an incoming tenant, and (ii) daily use and occupancy charges of \$150 per day until the premises are re-let.
17. NON-SURRENDER — Neither the vacating of the Premises by Tenant, nor delivery of keys by Tenant to Landlord, or to anyone in Landlord's behalf, prior to the expiration of the lease term shall constitute surrender or an acceptance of surrender of the Premises unless so stipulated in writing by Landlord. If Tenant vacates the Premises prior to the expiration of the lease term, Landlord specifically reserves the right to perform additions, alterations and improvements to the Premises in

connection with a reletting or anticipated reletting thereof without effectuating surrender or entitling Tenant to any abatement of rent.

18. **REMOVAL OF GOODS** — If any Tenant's personal property (including goods and furnishings) remain in the Premises or in the building in which the Premises are located following the end of the lease term and after Tenant has indicated to Landlord his or her intention to vacate the Premises by delivery of the keys, by signing a lease termination form, or otherwise, such personal property shall be deemed to be abandoned by Tenant and Landlord may dispose of (including sale or donation), discard, or destroy the personal property without obligation to or further notice to Tenant. In addition, if Landlord shall remove Tenant's goods or effects pursuant to the terms of any Court order, Landlord shall not be liable for any loss of or damage to them and such removal shall be deemed to be the act of Tenant and shall be at Tenant's expense. In such removal pursuant to a Court Order Landlord shall comply with all applicable laws.
19. **DELIVERY OF PREMISES** — If Landlord is not able to deliver the Premises to Tenant at the beginning of the term of this Lease, the rent shall be abated on a prorated basis until occupancy can be obtained and, also, if Landlord still cannot deliver the Premises within thirty days from the beginning of the term, either Landlord or Tenant may then terminate this Lease by giving written notice to the other and any payment made under this Lease shall be forthwith refunded. That rent abatement and termination right shall constitute the sole remedy and full settlement of all claims and damage caused by such delay. Tenant hereby authorizes and empowers Landlord to institute proceedings to recover possession of the Premises on behalf of and in the name of Tenant, but Landlord shall not be required to do so.
20. **FIRE OR OTHER CASUALTY** — If the Premises or any part thereof or more than fifteen percent of the floor area of the Building (outside the Premises) shall be destroyed or damaged by fire or other casualty, then this Lease shall terminate at the election of Landlord, by written notice to Tenant given within sixty days after the fire or other casualty, or if Landlord shall not so elect, then in case of such injury to the Premises, a just proportion of the rent according to the nature and extent of the injury sustained shall be abated until Landlord puts the Premises or such common areas in proper condition for use and habitation. Landlord shall, to the extent provided by Massachusetts General Laws, Chapter 175, Section 99 (Fifteenth A), provide applicable insurance benefits of up to \$750 per unit to cover eligible costs of relocation if a tenant is displaced by fire or damage resulting from fire.
21. **EMINENT DOMAIN** — If all or any part of the Premises or the Building or the land adjacent to the Building shall be taken by eminent domain, then Landlord may terminate this Lease by written notice to Tenant given within thirty days after the effective date of the taking (which Landlord may do even if Landlord's entire interest has been taken). If Landlord does not exercise that right of termination, rent shall not abate because of the taking, but if all or any part of the Premises are taken, or if the taking will substantially interfere with Tenant's use of common areas necessary for the enjoyment of the Premises and Landlord does not arrange for alternative common areas, Tenant may terminate this Lease by written notice to Landlord given within sixty days after the effective date of the taking. Landlord reserves to itself, and Tenant hereby assigns to Landlord, all claims and demands for damages on account of any taking by eminent domain referred to above (excepting damages for Tenant's personal property).
22. **BREACH BY TENANT** — This Lease is upon the condition that if Tenant fails to comply with any of its obligations under this Lease or if the Premises appear to be abandoned or if any statement in Tenant's Application for this Lease is incorrect, then, and in any of those cases and notwithstanding any waiver of any prior breach, Landlord, without having to make any entry, may (subject to Tenant's rights under applicable law) terminate this Lease by a fourteen day written notice to Tenant to vacate the Premises. Any termination under this section shall be without prejudice to any remedies that might otherwise be used for arrears of rent or preceding breach(es) of any of Tenant's obligations under this Lease.
23. **TENANT'S OBLIGATIONS IN EVENT OF TERMINATION** — If this Lease is terminated by reason of breach by Tenant, then at the option of the Landlord:
  - A) Tenant shall forthwith pay Landlord as damages hereunder a sum equal to the amount by which the rent and other payments called for under this Lease for the remainder of the term of this Lease exceed the fair rental value of the Premises for the remainder of the term; and
  - B) Tenant shall also indemnify Landlord from and against any loss and damage sustained by Landlord by reason of the termination, including, but not limited to: any loss of rents, reasonable broker's commissions for re-letting the Premises, advertising costs, the reasonable cost incurred in cleaning and repainting the Premises for reletting, and moving and storage charges incurred by Landlord in moving Tenant's belongings pursuant to eviction proceedings. Landlord shall also be entitled to any and all other rights and remedies provided by law. All rights and remedies of Landlord are to be cumulative and not exclusive.
24. **WAIVER** — The waiver of one breach of any agreement or condition of this Lease shall not be considered to be a waiver of that or any other agreement or condition or of any subsequent breach thereof.
25. **NOTICES** — Notices shall be in writing and shall be either emailed (to Tenant at the email address provided by Tenant to Landlord from time to time, and to Landlord at [leasing@harvard.edu](mailto:leasing@harvard.edu)); hand delivered; mailed; or sent registered or certified mail, postage prepaid, and return receipt requested, and addressed, if to Tenant, at the address of the Premises, or, if to Landlord, at the address listed for Landlord at the beginning of this Lease. Notices to Tenant may, instead, be delivered to or

left on any part of the Premises. Any notice complying with the foregoing shall be deemed to have been properly given. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.

26. MISCELLANEOUS — The word “Landlord” as used in this Lease shall include President and Fellows of Harvard College and its agents, employees, and assigns. The word “Tenant” as used in this Lease shall include each Tenant executing this Lease (effective commencing on the respective “Tenant Start Dates” in cases of multiple Tenants and effective through and including the respective “Tenant End Dates”) and such Tenant’s heirs, executors, administrators, successors, representatives, and assigns. Both of such terms shall apply regardless of gender, number, corporate entity, trust, or other form of organization. Any agreement by Tenant shall be deemed also to mean that Tenant shall cause any agents, employees, family, visitors, and other invitees of Tenant to perform the agreement and any prohibition on Tenant shall be deemed to include a prohibition against Tenant’s permitting or suffering the thing to be done. The terms and conditions of this Lease shall apply to any extension of the lease term (except as may otherwise be provided in the instrument of extension); nothing in the foregoing is an agreement to make any extension. If more than one party signs as Tenant hereunder, the agreements herein of Tenant shall be the joint and several obligations of each such party during their applicable terms. Use of the term “including” shall be interpreted to mean “including without limitation.” This lease may be executed in multiple counterparts, each of which shall constitute an original, and which together shall constitute a single instrument.
27. SEPARABILITY — If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of this Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
28. LEAD PAINT CERTIFICATION — If the Premises was constructed prior to 1978, Tenant acknowledges receipt of the Tenant Certification Form and Tenant Lead Law Notification.

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