

HARVARD
CAMPUS SERVICES



HARVARD UNIVERSITY HOUSING

CRONKHITE GRADUATE CENTER HOUSING CONTRACT
2020-2021

NAME: <<TenantFirstLast1>>

Date:<<Today>>

ROOM TYPE: <<UnitDesc>>

ROOM NUMBER: <<Unit>>

MONTHLY ROOM RATE: \$<<Rent>>

MEAL PLAN: March 1 - June 30, 2020 Contract Period = **\$2,088**; July 1, 2020 - June 30, 2021 Contract Period = **\$6,810**
(Meal plan will be prorated per individual contract term.)

In consideration of the assignment of quarters in the room number stated above in the Cronkhite Center for the contract year 2020-2021 from <<LeaseStart>> to <<LeaseEnd>> at midnight.(the "Contract term"), the undersigned (the "Licensee") hereby agrees to accept a license as occupant of the quarters assigned for Licensee's own occupation in accordance with the established rules, laws, and usages of the Cronkhite Center Policies and to pay the amount stated above for such license and for the care of said room for the academic year or Contract term designated above. This Contract shall not be binding until the signed Contract and the initial payment has been received and executed by Harvard University Housing (referred to herein as "Licensor" or "Owner") on or prior to <<DueBack>> (due date) at 5:00 p.m., EST.

The payment for the room Contract term shall be \$<<TermRent>>, payable <<InitialPayment1>> on <<DueBack>>, and \$<<Rent>> monthly thereafter **in advance on or before the first day of every calendar month** commencing <<RentDue1>>.

In addition, all residents living at the Cronkhite Center are required to participate in the meal plan. In return for 10 meals per week during the academic period, served Monday through Friday (except during University holidays, winter and spring breaks, and the January term, and 5 dinners per week during the summer period as listed in the Dining Services calendar provided with this housing contract) Licensee agrees to pay a board charge of **\$2,088** for the March 1 - June 30, 2020 contract period and **\$6,810** for the July 1, 2020 - June 30, 2021 Contract Period, such charge to be due and payable so long as Licensee is obligated to pay the room license fee to occupy the assigned quarters. The meal plan contract begins on March 1, 2020 and ends on June 30, 2021, and the meal plan board charge will be pro-rated, based on the contract start and end dates. Refunds are not available for meals that go unused, and meals may not be carried over week-to-week. The meal plan board charge will be transferred to Licensee's student account separately by Harvard University Dining Services. Total annual cost of the meal plan is applied and must be paid at the start of each term, typically in early June, early August, and in early January.

As a Harvard graduate student, Licensee will be billed by University Student Financial Services. The room license fee and other charges due under this Contract will be transferred to Licensee'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. Licensee understands and recognizes that all candidates for degrees must have discharged all indebtedness to Harvard University (including any payments due under this Contract). If housing payment or other charges are not paid, Owner reserves the right to terminate this license. Licensee 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 Licensee's student account current may result in Harvard University placing a financial hold on Licensee's student account, preventing Licensee from registering for future classes, renewing their housing contract, requesting transcripts, or receiving the diploma.

Owner reserves the right to charge the Licensee a last month's housing payment and a security deposit if Licensee is in default after the first day of any month. Licensee further understands and agrees that, 1) Harvard University may refer the delinquent account (which may include charges under your contract as well as any other delinquent charges) to a collection agency, 2) Licensee 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 housing contract or the end of the contract period.

It is understood and agreed that no occupant shall have any interest or estate in the land but only a license to occupy the room (subject to the terms and conditions stated in this contract). Occupancy at the Cronkhite Center is contingent on Licensee's affiliation status as a full-time, registered graduate student of Harvard University; graduate students of Harvard Extension School shall not be considered eligible affiliates for the purpose of this paragraph. Licensee agrees to notify Licensor promptly if his or her affiliation ceases or changes. The room designated herein is licensed and the Licensee shall be liable for the fee and for the meal plan board charge for the entire contract term even if he or she ceases to occupy the room or ceases to be a full-time, regularly enrolled, tuition-paying graduate degree candidate at Harvard University. Unless written permission has been granted by the Licensor, Licensor reserves the right to terminate the license granted hereunder and reassign the room if the undersigned Licensee fails to register as a full-time degree candidate for the fall or spring term of the academic year 2020-2021, or if Licensee's affiliation ceases for any other reason. Termination under this paragraph may be at any time after the Harvard affiliation ceases or changes, and Licensor shall retain the right to terminate this Contract regardless of the delay between the date that Licensee's affiliation ceases or changes and the date that Licensor gives notice to terminate.

Use of Premises. The room designated herein is to be occupied only by the Licensee herein named. The room is for single occupancy only. Subletting is permitted subject to the Owner's approval; restrictions apply. Keys issued to the Licensee are intended solely for the Licensee's use or for the use of HUH-authorized subresident only. If it is determined that Licensee has allowed the use of the Premises for any unauthorized purpose, Licensor reserves the right to change the unit locks. Smoking is prohibited in all rooms and common areas of the Cronkhite Center as well as on all exterior premises. Smoking means the combustion and inhalation from any cigarette, cigar, pipe, or other device or method. Licensee shall not remove or tamper with wireless access points. Dogs, cats, birds, reptiles, rodents, fish, or pet animals of any kind as well as pet "guests" and pet-sitting are prohibited. In cases of service or assistance animals, reasonable modifications to this rule will be explored. Licensee must have prior verification of eligibility for a reasonable accommodation from appropriate University staff to keep a service animal or an assistance animal in the Premises. Upon verification of eligibility, the Service Animal or Assistance Animal Authorization and Policies Rider amending this contract must be signed. Prohibited items include candles and similar open flame devices; electric/heated mattress pads; toasters; hot plates; halogen lamps over 50 watts; plug-in air fresheners; power strips or plugs not recognized by the National Electric Code (NEC); space heaters; hoverboards; room air conditioners; 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. Licensee shall not make any use of the room other than as a private residence. Licensor reserves the right, for any cause deemed by it to be reasonable, either to assign the occupancy to another room or to terminate this License, making an appropriate adjustment of the within-mentioned price. Licensee shall not paint, put nails or screws in, make holes in, rewire, temporarily or permanently remove or relocate fixtures, or otherwise alter or change, and shall not make any additions or alterations in or to, the Premises. Licensee shall not cause damage to the Premises, and at the termination of this contract Licensee shall deliver up the Premises and all property belonging to Licensor in good, clean and tenantable order and condition, reasonable wear and tear excepted.

Cleanliness. Licensee 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, Licensee 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). Licensee 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 contract and Licensee's vacating the Premises, Licensee shall remove all personal belongings, rubbish, trash, food, and other items from the Premises, and shall deliver the Premises to Licensor in broom clean condition.

Disturbance. Licensee shall not make any unlawful, noisy or otherwise offensive use of the room, nor cause any substantial interference with the rights, comfort, enjoyment or safety of other occupants of the Cronkhite Center. Licensee 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. Licensor cannot guarantee that any room will be soundproof. Licensee 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 room turnover maintenance; building heating, cooling, ventilation, elevator, and plumbing systems; and neighboring rooms may be heard.

Loss or Damage. Subject to provisions of applicable law, Licensee agrees to indemnify and save Licensor harmless from all liability, loss, or damage arising from any carelessness, neglect or improper conduct in the room, and Licensee shall be responsible for and agrees to reimburse Licensor for any loss or damage to the room or Licensor's equipment or fixtures therein; however, nothing in any of the foregoing shall apply to any liability, loss or damages arising from any omission, fault, negligence or other misconduct of Licensor.

Utilities and Repairs. Heat, hot and cold water, sewer, electricity, and Harvard wireless Internet are provided in private rooms and common areas. During the cooling season, air conditioning is provided in common areas. Except as may be provided by applicable law, Licensor shall not be liable to Licensee or anyone else for impairment or cessation of any utility or service, or for failure or delay in making repairs, to the extent any of the foregoing are due to accident, to governmental laws or regulations, to the making of repairs, replacements, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from Licensor's usual sources, or to any cause beyond Licensor's reasonable control.

Right of Entry. Licensor and its officers reserve the right to enter the occupied room at any time, in cases of emergency, to inspect the Premises, to show the Premises to prospective licensees, to make repairs, to correct anticipated or unanticipated building or mechanical issues, to make any improvement deemed appropriate by Licensor or required by law (including making room alterations to address life safety or sustainability issues, or to exterminate insects, rodents, and other pests, and otherwise perform pest control measures. Should Licensee's use of the Premises result in the need for pest control treatments beyond Licensor's regular schedule for the performance of such measures, Licensee shall be liable for the additional cost of such treatment. In some circumstances, Licensee may be required to move possessions to allow complete access to the work area. Safety and health inspections or required work will be conducted with advance notice, whenever possible. Licensor may also enter the Premises if they appear to have been abandoned or as otherwise permitted by law.

Personal Property. Articles of personal property brought onto the premises by the Licensee and others are at the sole risk of the Licensee. Licensor assumes no responsibility and shall not be liable directly or indirectly for any damage, loss, theft, or destruction of any articles of personal property of any person occurring by whatever cause wherever situated on the premises of the Cronkhite Center. It shall be Licensee's own responsibility to insure Licensee's personal property.

Other Regulations, Policies, and Procedures. Licensee shall conform to such additional written rules and regulations, and housing policies and procedures reasonably related to this Contract. Licensee acknowledges receipt of the *Policies and Procedures for Cronkhite Graduate Center Residents* at or prior to execution of this Contract and shall comply with them.