

ORGANIZATION: _____
OFFICE/LOCKER: # _____



**HARVARD COLLEGE
STUDENT ORGANIZATION CENTER AT HILLES,
OR FRESHMEN YARD BASEMENT SPACE, OR NEW COLLEGE THEATER**

LICENSE TO OCCUPY SPACE 2008-2009

Occupancy Term September 8, 2008 – May 22, 2009

- 1) OCCUPANCY — The Licensee(s) cannot change the dates of occupancy without the written consent of the College. Groups with space that has been renewed for another term may maintain office or locker space over the summer months.
- 2) CARE OF PREMISES AND LICENSEE’S REPAIRS — Licensee(s) shall not paint, put nails or screws in, make holes in, rewire, or otherwise embellish or change, and shall not make any additions or alterations in or to, the Premises without on each occasion the prior written consent of the College. Licensee(s) shall not cause damage to the Premises nor permit heat or water to be wasted, and at the termination of this agreement Licensee(s) shall deliver up the Premises and all property belonging to College in good, clean and tenantable order and condition, reasonable wear and tear excepted. Licensee(s) shall not install in the Premises any refrigerator, air conditioner, space heater, microwave, washing machine, drier, dishwashing machine, disposal, other major appliance or like equipment, any television aerial or other aerial, or any bed. Licensee(s) shall keep the Premises and all equipment and fixtures therein in as good repair as the same were in at the beginning of the term of this agreement or may be put in thereafter, excepting only reasonable wear and tear and such matters as are College’s responsibility by law. Repairs required because of fire or other casualties are not covered in this section; see section 18.
- 3) CLEANLINESS — Licensee(s) shall keep the Premises clean and sanitary at all times. Licensee(s) 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, except in proper receptacles. Licensee must recycle paper and other recyclable items in the receptacles provided.
- 4) PLUMBING — Licensee(s) 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. Licensee(s) shall pay for any damage to the extent caused by a violation of the foregoing.
- 5) USE OF PREMISES — The premises may be used only as a student organization office space by the College-approved Licensee(s). Licensee(s) may not use the space as a residential dwelling space. Licensee(s) shall not make any additions or alterations to the premises without the prior written consent of the College. Licensee(s) shall not make any unlawful, noisy, or otherwise 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 student organization office space. No business of any kind shall be conducted on or from the Premises. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the windowsills. No receptacles, vehicles, baby carriages, bicycles, or other obstructions shall be placed in the halls, passageways or other common areas except in areas designated for the purpose.

6) DISTURBANCE — Licensee(s) 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. Licensee(s) shall not play any musical instrument, radio, television, phonograph, 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 of the student organization office.

7) NO PETS — No dogs, cats, or other animals, birds, or pets shall be kept in the Premises. Licensee(s) must have prior written consent from College to keep a certified service animal in the Premises.

8) LOSS OR DAMAGE — Subject to provisions of applicable law, Licensee(s) agrees to indemnify and save College harmless from all liability, loss, or damage arising from any carelessness, neglect, or improper conduct on the Premises and Licensee(s) shall be responsible for and agrees to reimburse College for any loss or damage to the Premises, the Building or College's equipment or fixtures therein arising from any such carelessness, neglect, or improper conduct; nothing in any of the foregoing shall apply to any liability, loss, or damage arising from any omission, fault, negligence or other misconduct of College.

9) RIGHT OF ENTRY — College may enter the Premises at reasonable times, or in cases of emergency, to inspect the Premises, to show the Premises to prospective purchasers or Licensees, to make repairs, or to make any improvement deemed appropriate by College or required by law, or to exterminate insects, rodents, and other pests, and otherwise perform pest control measures.

10) TEMPORARY RELOCATION - In the event that repairs or improvements are to be made to the Premises, and such repairs or improvements cannot be efficiently made while Licensee(s) occupies the Premises, College shall have the right to relocate Licensee(s) to an alternate location, when possible, during the time required to make such repairs or improvements.

11) PERSONAL PROPERTY — Any personal property in any part of the Building within the control of Licensee(s) shall be at the sole risk of Licensee(s). Subject to provisions of applicable law, College shall not be liable for damage to or loss of 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, unless arising from the omission, fault, negligence, or other misconduct of College. College's providing or designation of storage space or garage (if College should do so) shall not be any basis of any liability or obligation of College with respect to property stored therein. It shall be Licensee's own responsibility to insure Licensee's personal property.

12) OTHER REGULATIONS — Licensee(s) shall conform to such lawful written rules and regulations, reasonably related to this agreement, as shall from time to time be established by College in the future 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. College shall be under no obligation to enforce its rules and regulations uniformly.

13) PARKING — Licensee(s) shall not park automobiles, motorcycles, other vehicles, or bicycles in the Building or on other property of College unless and to the extent College first gives written consent thereto.

14) KEYS AND LOCKS — When the lease ends, Licensee(s) access to office space will be deactivated. If the exterior door locks or locks in the Premises are not in normal working order at any time and if Licensee(s) gives notice of that to College, College shall repair or replace the lock or locks within a reasonable time following receipt of notice. Licensee(s) shall not change or replace locks nor add new locks without the written permission of College. Any locks so permitted shall become the property of College and shall not be removed by Licensee(s) and Licensee(s) shall promptly give College a duplicate key to the same.

15) FAILURE TO VACATE — If Licensee(s) shall fail to vacate the premises on or before the last day of the agreement term, or upon such earlier date as Licensee(s)'s right to occupy the leased premises in accordance with this agreement, the Licensee(s) shall be Licensee(s) at sufferance without waiving or limiting in any way College's right to possession, the terms and conditions of the agreement, including without limitation Licensee(s) obligation to pay for the use and occupancy of the leased premises; but nothing in the foregoing shall be deemed to affect the termination or give Licensee(s) a right to remain in the Premises.

16) NON SURRENDER — Neither the vacating of the Premises by Licensee(s), nor loss of ID card nor deactivation of access card, shall constitute surrender or an acceptance of surrender of the Premises unless so stipulated in writing by College.

17) REMOVAL OF GOODS — If College shall remove Licensee's goods or effects pursuant to the terms hereof or of any Court order, College shall not be liable for any loss of or damage to them and such removal shall be deemed to be the act of Licensee(s) and shall be at Licensee's expense. In such removal College shall comply with all applicable laws and exercise due care in handling such goods and effects to the fullest extent practical in the circumstances.

18) 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 agreement shall terminate at the election of College, by written notice to Licensee given within sixty days after the fire or other casualty.

19) COMPLIANCE — Licensee(s) shall observe all federal, state, and local laws, and shall be subject to the rules and regulations for students in the *Student Organization Center at Hilles Operations Policies Manual*, *Student Organizations Handbook*, and the *2008-2009 Harvard College Handbook for Students*. Licensee(s)'s right to occupy can be terminated for violation of

compliance but with no relief to the lease obligation, and Harvard College students may be subject to Administrative Board action.

20) If applicable (e.g., Dorm Crew, summer student group access, etc.), Licensee(s) is provided use of Premises given they are employed by the College. If Licensee(s)'s employment with the College is terminated, Licensee(s) must immediately vacate Premises.

21) Licensee(s) shall not share University identification card and/or Premises/Building keys with any other person(s). Licensee(s) may not sublet Premises at any time.

22) Licensee(s) agrees to pay \$50.00 for each lockout, where authorized College personnel have to provide Licensee(s) with access to room.

23) Licensee(s) who do not vacate Premises by the agreed occupancy dates agrees to pay \$50.00 per hour or up to \$300.00 for each additional 24-hour period in which the Premises is occupied.

The undersigned Licensee(s) hereby accepts an agreement to occupy, in accordance with the aforementioned terms, a space in the Student Organization Center at Hilles.

Student Organization: _____

President (or highest ranking officer) Title _____

First Name: _____ Last Name: _____

HUID#: _____ Date: _____

Harvard Email Address: _____

Signature: _____

Treasurer (or financial officer) Title _____

First Name: _____ Last Name: _____

HUID#: _____ Date: _____

Harvard Email Address: _____

Signature: _____