

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT (this “Agreement”) is made this **(INSERT START DAY)** day of **(INSERT START MONTH)**, 2019, by and between the **Institute for Advanced Study**, a New Jersey nonprofit corporation, (the “Institute”) and **(INSERT MEMBER NAME)** (“Occupant”).

WHEREAS, the Institute is an institution of higher education; and

WHEREAS, on the date of this Agreement, the Occupant, or one of them, has been invited to be a Member of the Institute during the current academic year; and

WHEREAS, in consideration of the appointment and invitation to be a Member of the Institute, the Institute has agreed to allow the Occupant to temporarily occupy the Property (as hereinafter defined) for reasons of convenience during the term of Member’s appointment; and

WHEREAS, the temporary occupancy of the Property by Occupant is contingent upon, and limited to, such invitation as a Member of the Institute in accordance with N.J.S.A. 2A:18-61.1(m); and

WHEREAS, the Occupant maintains a primary residence separate and apart from the Property, and has accepted occupancy of the Property for the Occupant’s convenience during the academic year, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Institute and Occupant agree as follows:

- 1. Property.** The Institute grants the Occupant the right to use, occupy and access the premises known as **(INSERT APT ADDRESS)**, Princeton, New Jersey (the “Property”).
- 2. Term.** The term of this Agreement is for the academic “year”, commencing on **(INSERT TERM START)** and ending on **(INSERT TERM END)**, unless otherwise terminated as provided for herein.
- 3. Occupancy Charge.** The monthly occupancy charge for the term hereof is **(INSERT AMOUNT HERE)** with the first installment payable on the last working day of the initial month on the Term as defined in Section 2 above (which will be prorated based on the date of occupancy) and for the months thereafter, a full month’s rate in advance on the last working day of the previous month until the end of the term. Occupant agrees that the Institute may withhold all payments called for in this Agreement from Occupant’s monthly stipend check from the Institute. All payments not withheld in the foregoing manner shall be made to the Institute at the Institute’s address as set forth in the preamble to this Agreement on or before the due date and without demand. Alternatively, a statement of account will be mailed if you do not receive compensation from the Institute.
- 4. Early Termination.** Early termination of this agreement may be made with 30 days advance written notice to the Facilities Housing Office. Occupancy charge will be prorated based on departure date if the proper notice period is given (minimum of 30 days prior to departure). If

the approved early departure date is between the 1st – 7th day of a month, ¼ of the monthly occupancy rate will be charged, if between the 8th – 15th then ½ of the rate will be charged, if between 16th – 23rd then ¾ of the rate will be charged, and if departure is after the 24th of the month, the full monthly rate will be charged.

5. No assignment or sublease. Occupant shall not assign this Agreement, or sub-let or grant any license to use the Property or any part thereof.

6. Use. The Property shall be used and occupied by Occupant and Occupant's immediate family exclusively, as a private single family dwelling, and no part of the Property shall be used at any time during the term of this Agreement by Occupant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Occupant shall not allow any other person, other than Occupant's immediate family to use or occupy the Property without first obtaining the Institute's written consent to such use. Any guest staying longer than 3 nights should be reported to Facilities Housing Office. Occupant shall comply with any and all laws, ordinances, rules, regulations and orders of the Institute's Campus Housing, including, but not limited to the "Terms & Conditions of Occupancy", posted on the Institute's website at <https://www.ias.edu/campus/housing/terms>, including housing regulations (Appendix A), only as applicable; (ii) any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property; and (iii) Lead Based Paint Disclosure (Appendix B).

7. Condition of Property. Occupant stipulates, represents and warrants that Occupant has examined the Property, and that they are at the time of entering into this Agreement in good order, repair, and in a safe and clean condition.

8. Care of the Property. Occupant agrees to maintain the Property in as good condition as it is at the start of this Agreement, except for ordinary wear and tear and damage from casualty or condemnation. The Institute will make arrangements with a service provider for snow removal, including shoveling the adjacent sidewalk on a timely basis. Occupant must pay for all repairs, replacements and damages caused by the act or neglect of Occupant, any of Occupant's family members or visitors. Occupant is responsible for cleaning all interior areas of the Property, including but not limited to, living room, bedroom(s), offices, bathrooms, kitchens, hallways and closets. A central vacuum system is provided for flooring and rugs. Bathrooms must be cleaned regularly to prevent the formation of mold and mildew. Occupant will be liable for reasonable cleaning charges for items soiled beyond normal wear and tear.

9. Repairs by the Institute. If the Property is damaged or in need of repair, Occupant must promptly notify the Institute via SchoolDude, the Institute's Facility Management System (<https://login.myschoolbuilding.com/msb>), and thereafter the Institute will cause the repairs to be made within a reasonable time. The Institute shall also maintain the lawn on the Property. If the Property is totally or substantially destroyed, or all or a substantial portion of the Property is taken, this Agreement will terminate.

10. Alterations. Occupant shall make no alterations to or improvements on the Property.

11. Damage to Property. In the event the Property is destroyed or rendered wholly

uninhabitable by fire, storm or other casualty not caused by the negligence of Occupant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The occupancy charge provided for herein shall then be accounted for by and between the Institute and Occupant up to the time of such injury or destruction of the Property, Occupant paying occupancy charges up to such date and Institute refunding occupancy charges collected beyond such date. Should a portion of the Property thereby be rendered uninhabitable, the Institute shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that the Institute exercises its right to repair such uninhabitable portion, the occupancy charge shall abate in the proportion that the injured parts bears to the whole Property, and such part so injured shall be restored by the Institute as speedily as practicable, after which the full occupancy charge shall recommence and the Agreement continue according to its terms.

12. Utilities. Occupant shall throughout the term promptly pay, and be responsible, for telephone and/or cable charges used on the Property. Though the Institute shall pay and be responsible for all gas, electricity and water charges, residents are requested to use these services wisely and conserve where possible. The Institute is not responsible for any inconvenience or interruption of services due to repairs, improvements or any reason beyond the Institute's control.

13. Compliance with laws. Occupant must comply with all laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering the Property and/or its contents.

14. Insurance. Occupant has the option of obtaining insurance from a private insurance carrier, covering liability and the replacement cost of Occupant's personal property.

15. Entry by the Institute. Upon one (1) days' notice to Occupant, the Institute and Institute's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the Institute for the preservation of the Property or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Property. In case of emergency, the Institute may enter the Property without prior notice to Occupant or Occupant's consent.

16. Required condition. At the end of the term, Occupant will remove all of Occupant's personal property and will leave the Property clean and free of trash. Property should be cleaned prior to departure, including but not limited to, all appliances emptied and wiped down, dishware clean and in cabinets, floors vacuumed and/or mopped, bathroom free of mildew and soap scum, fireplace ashes (disposed of in exterior trash receptacles), furniture dust free and in original locations. Responsibility for care of Property is defined in section 8 above.

17. Hazardous Use. Occupant shall not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any

responsible insurance company.

18. Personal injury or damage. Occupant shall be responsible for any injury or damage caused by the act or neglect of Occupant, any of Occupant's family members or any of their guests, invitees, agents or employees. The Institute shall not be responsible for any injury or damage unless due to the negligence or improper conduct of the Institute.

19. Quiet enjoyment. Subject to the terms of this Agreement, Occupant may remain in and use the Property without interference.

20. Subordination. This Agreement and Occupant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Property by the Institute, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. The Institute may execute any papers on Occupant's behalf as Occupant's attorney in fact to accomplish the foregoing.

21. Termination. The Institute may terminate this Agreement and recover possession of the Property if Occupant fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be prescribed hereafter by the Institute, or if the Occupant materially fails to comply with any duties imposed on Occupant herein, within seven (7) days after delivery of written notice by the Institute specifying the non-compliance and indicating the intention of the Institute to terminate the Agreement by reason thereof.

22. Member appointment contingency. Subject to Paragraph 21 above, the Institute shall allow Occupant to use and occupy the Property under the above terms for so long as Occupant is an invited Member of the Institute, and such use and occupancy is contingent upon such Member status. If and when the relationship is ended for any reason whatsoever, Occupant agrees to vacate the Property and this Agreement shall terminate. Occupant further agrees that the termination of such membership relationship shall be grounds for removal pursuant to N.J.S.A. 2A:18-61.1(m).

23. Surrender of Property. Upon the expiration of the term of this Agreement, Occupant shall surrender the Property in as good a state and condition as it were at the commencement of this Agreement, reasonable use and wear and tear thereof accepted.

24. Signs. Occupant may not put any signs or projection, such as a television or radio antenna, in or out of the windows or exterior of the Property without the Institute's prior written consent.

25. Severability. If any clause or provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the clauses or provisions of this Agreement shall remain in effect.

26. Entire Agreement. All promises regarding the Property made by the Institute, and Occupant's right to use and occupy same, are contained in this Agreement. This Agreement can only be changed by an agreement in writing signed by both the Institute and Occupant.

27. Nature of Occupancy. No legal title or leasehold interest in the Property shall be deemed or construed to be created or vested in Occupant by anything contained herein. Occupant shall occupy the Property, merely as a licensee. It is expressly understood and agreed that Occupant is not a tenant or lessee, the Institute is not a landlord, and Occupant does not have such rights as exist at law regarding landlord/tenant rights, including without limitation, N.J.S.A. 2A:18-61.1 et seq. Notwithstanding the forgoing, Occupant expressly confirms that the Institute shall have the rights of removal thereunder, including under N.J.S.A. 2A:18-61.1(m) upon the termination of Occupant's Member status for any reason.

28. Attorneys' Fees. Should it become necessary for the Institute to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of occupancy charges or gaining possession of the Property, Occupant agrees to pay all expenses so incurred, including reasonable attorneys' fees

29. Return of Keys. Occupant must return the keys to the Property to the Institute when Occupant vacates the Property on **(INSERT DEPARTURE DATE HERE)** or earlier.

30. Notices. All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise required by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested, or (c) email. Notices shall be addressed to the Institute to the attention of Janine Purcaro, Chief Operating Officer at 1 Einstein Drive, Fuld Hall, Princeton, NJ 08540 or via email to jpurcaro@ias.edu and to the Occupant at the Property.

31. Disclosure of Information on Lead-Based Paint / Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Certain occupants must also receive a federally approved pamphlet on lead poisoning prevention.

Property Owner Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): Lead-based paint has been mitigated or encapsulated.

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the lessor (check (i) or (ii) below):

Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

Owner will provide reports upon request

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Occupant’s Acknowledgment

Occupant has received copies of all information listed above

Occupant has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

By signing this agreement the parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

IN WITNESS WHEREOF, the Institute and Occupant have executed this Agreement the day and year first above written.

INSTITUTE FOR ADVANCED STUDY

By: _____

Name: Janine M. Purcaro

Title: Associate Director for Finance
and Administration

OCCUPANT:

(Insert member name here)

Date

APPENDIX A

- **Aerials:** The Institute does not permit the installation of television aerials.
- **Automobile:** Cars shall be parked in front of your assigned apartment only. All residents must register their vehicles with the Institute at <https://updateme.ias.edu/>.
- **Electric Vehicle Charging:** The Institute installed an EV charging station in the in front of the Activities Center. The first two parking spaces in front of the chargers are specifically reserved for this purpose. In order to use this charging station, your vehicle must be registered with the Institute as a resident. There will be no charge for this daily Level 2 charging session. Your Institute ID card is required to activate the charge cycle. Electrical outlets in your housing unit should not be used for charging electric vehicles. Please register your vehicle at <https://updateme.ias.edu>.
- **Fire Hazard:** Members shall take every care to prevent fires, and flammable material, other than normal household item, shall not be kept anywhere on the premises.
- **Outdoor Grills:** Tenants in first-floor apartments must obtain permission from the Facilities Housing Office prior to the use of any outdoor grill. Outdoor grills of any kind are not permitted in the second-floor apartments, including on the porches or balconies.
- **Laundry:** Clothes shall be laundered only in the designated laundry room in the Activities Center. Clothes may be machine dried in the laundry room or on portable racks in your apartment or on the deck or patio. Washers and dryers are not permitted in apartments.
- **Signs:** Signs, placards, or banners are to be displayed in designated areas only.
- **Storage:** The Institute does not provide storage within its properties. Members may obtain alternate commercial storage units for their personal belongings around/within the Princeton area.
- **Fencing:** Members may not erect fences.
- **Pets:** Members may keep a pet brought from home only after the Pet Registration fee has been paid and with the understanding that should the pet(s) become a nuisance to others or destructive, noisy, or otherwise obnoxious, such permission will be revoked by the Institute which shall have the sole right to make such a determination. Members are requested not to acquire pets while living in Institute housing. All dogs must be housetrained. Please see complete pet information on the IAS Housing website: <https://www.ias.edu/living-ias/campus-housing/pets>
- **Rubbish, Garbage and Waste:** Members shall dispose of rubbish, garbage and waste in the proper manner in the interest of health, sanitation, and appearance of the property, as determined by the Institute's Housing Maintenance Office and in conformance with local ordinances. Members may not shake, clean, or hang anything including bedclothes, rugs, dust cloths, towels, etc. from windows or on roofs of buildings.
- **Gardens:** Members are not permitted the use of grounds for gardens.

- **Structures:** Members are not permitted the construction or placement of any structure on the grounds.
- **Noise:** Occupants of Members housing are entitled to the right of quiet enjoyment of their unit. Excessive noise caused by Members or their guests that disturbs any other occupant is not permitted. Quiet hours are from 10:00 pm to 7:00 am weekdays and from 11:00 pm to 7:00 am on weekends.
- **Musical Instruments:** Pianos are not permitted in Institute apartments. Other musical instruments are permitted but are subject to the noise clause above. A piano is provided in the Activities Center for use by members and their families, and the Center can also be reserved for other musical activities.
- **Changing Apartments:** There is a fee charged for switching apartments, and is subject to availability and prior approval.

APPENDIX B

(Insert/Attach Lead Based Paint Disclosure here)