



CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 876-6800

OFFICE OF
THE CITY CLERK

June 25, 1970.

President Nathan Pusey,
Harvard University,
Cambridge, Mass.

Dear Sir:-

At the City Council meeting held on June 22, 1970 Miss Jessie Gill of 122 Mt. Auburn Street appeared and stated that R.M. Bradley & Co., Inc., rental realtors for Harvard University had increased her rent to \$155.00 effective September 1, 1970.

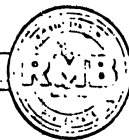
Councillor Crane made a motion that the communication be referred to the President of Harvard University with the request that the University review the proposed rent schedule and make every effort to keep rents down by providing that stability and continuity be introduced into the landlord-tenant relationship relative to premises at 122 Mt. Auburn Street.

Enclosed is a copy of the communication referred to above.

Truly yours,

Paul E. Healy,
Temporary City Clerk.

NEW YORK • CHICAGO



DULUTH • SUPERIOR • MINNEAPOLIS • ST. PAUL • SEATTLE

R. M. BRADLEY & CO., INC.

REAL ESTATE

MAIN OFFICE PRUDENTIAL CENTER DOWNTOWN CAMBRIDGE CHESTNUT HILL WESTON
250 BOSTON ST. 800 BOYLSTON ST. 148 STATE ST. 99 MT. AUBURN ST. 622 HAMMOND ST. 542 BOSTON POST RD.

99 MT. AUBURN STREET • CAMBRIDGE, MASS. 02138

TELEPHONE 864-6660

June 19, 1970

Mr. John Woodman
122 Mt. Auburn Street
Apartment #4
Cambridge, Massachusetts

Dear Mr. Woodman:

The scale of rental rates now in effect in the building of which you are an occupant has been found to be inadequate under present conditions. In projecting cost budgets for the next few years to provide for creeping inflation and escalating real estate taxes, we find that adjustments must be made in rent income. It has been reported by the Cambridge Chronicle that real estate taxes for 1970 will be increased by about 15%.

In order to meet legal requirements, we must go through the formality of giving you a notice of termination of your present tenancy at 122 Mt. Auburn Street, Apt. 4, Cambridge, Mass. effective on Aug. 31, 1970, and this letter constitutes such a notice. We, therefore, offer you a new lease for your present apartment at a monthly installment of rental in the amount of \$155.00 beginning on Sept. 1, 1970 for the period of one year.

If the above is acceptable, will you please sign the copy and return it to us in the enclosed envelope before Aug. 1, 1970.

Sincerely yours,

R. M. BRADLEY & CO., INC., AGENTS

RC
Robert G. Crocker
Property Manager

Accepted: _____

HGC:rh
Enclosure



R. M. BRADLEY & CO., INC.

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R. M. BRADLEY & CO., INC., AGENTS

R. G. Crocker
Robert G. Crocker
Property Manager

Accepted: _____

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LEASE

Adopted by
RENTAL HOUSING ASSOCIATION
of the
Greater Boston Real Estate Board
From

PRESIDENT AND FELLOWS OF
HARVARD COLLEGE

To

MR. JOHN F. WOODMAN, JR.
OF Cambridge, Massachusetts

Premises: Suite 4
122 Mt, Auburn Street
Cambridge, Massachusetts

Term One (1) Year

Annual Rental \$ 1620.00

Monthly Installment \$ 135.00

Begins September 1, 19 69

Expires August 31, 19 70

From the Office of:



R. M. BRADLEY & CO., INC.
250 Boylston Street
Boston, Massachusetts

LEASE

DateJuly 15....., 19...69...

PRESIDENT & FELLOWS OF HARVARD COLLEGE

Lessor, hereby leases toMR. JOHN E. WOODMAN, Jr. of.....
.....Cambridge, Massachusetts.....

....., Lessee, who hereby hires
the following premises, viz.: (Apartment) (Suite)⁴..... at 122 Mt. Auburn
Street,Cambridge,..... Mass. (consisting of) two bedrooms,
.....living room,^(city of town) kitchen and bath.....

for the term ofOne (1) Year....., beginningSeptember 1, 1969..
and endingAugust 31....., 19.....70.....

The annual rent to be paid by the Lessee for the leased premises shall be \$1620.00.....
.....(One Thousand Six Hundred Twenty Dollars).....

payable except as herein otherwise provided in installments of \$135.00.....
.....(One Hundred Thirty-Five Dollars).....

..... on the first day of
every month in advance so long as this lease is in force and effect.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

1. **CARE OF PREMISES** — The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted.

2. **CLEANLINESS** — The Lessee shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown, or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereto.

3. **DEFINITIONS** — The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he," "his," and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party sign as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.

4. **DELIVERY OF PREMISES** — In the event the Lessor is not able to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay; or the Lessor, at his election, shall be allowed reasonable time to recover possession of the leased premises by process of law, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded.

5. DESTRUCTION — EMINENT DOMAIN — If the leased premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or shall be destroyed or damaged by fire or other unavoidable casualty or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor; and such option may be exercised in case of any such taking, notwithstanding the entire interest of the Lessor may have been divested by such taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained by the leased premises, shall be suspended or abated until the leased premises, or in the case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request.

6. DISTURBANCE — The Lessee shall not make any disturbing noises in the building nor permit the making of any such noises therein by his family, friends, relatives, invitees, visitors, agents or servants; nor do, nor permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of other occupants in the building. No electric or automatic washing machine, television or other aerials, or other like equipment shall be installed without written consent from the Lessor. No Lessee shall play upon, nor suffer to be played upon, nor operate any musical instrument, radio, television or other like device in the leased premises in a manner offensive to other occupants of the building, nor between the hours of eleven o'clock P.M. and the following eight o'clock A.M.

7. EXTERMINATION — The presence of vermin or other pests shall not constitute an eviction of the Lessee nor be a cause nor reason for reduction, abatement, or withholding of rent, and any action by the Lessor to exterminate them shall be deemed a gratuitous act of the Lessor.

8. FAILURE TO VACATE — Occupancy by the Lessee after termination of this lease shall, at the option of the Lessor, constitute a waiver of the termination unless an agreement with respect to such occupancy shall have been previously made in writing between the parties hereto. In any event the terms and conditions agreed to in the lease shall apply as long as the occupant remains in occupancy.

9. GOVERNMENTAL REGULATIONS — The Lessee's obligations, covenants and agreements hereunder shall not be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from so doing because of any law or governmental action or any order, rule or regulation of any governmental agency.

10. HALLS — No receptacles, vehicles, baby carriages or other articles or obstructions shall be placed in the halls or other common areas or passageways.

11. HEAT AND HOT WATER — The Lessor agrees that he will furnish reasonably hot and cold water and reasonable heat during the regular heating season to radiators in the leased premises, except in the case of accident, or restriction by City, State or Federal regulations, or during necessary repairs to the apparatus and except for causes beyond the control of the Lessor. The failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality or character shall not form a basis of any claim for damages against the Lessor.

12. IMPROPER USE OF PREMISES — The Lessee will not make nor suffer any unlawful, improper, noisy or otherwise offensive use of the leased premises, nor permit any nuisance thereon, nor make any use whatsoever thereof than as and for a private residence. No articles shall be hung or shaken from the windows, doors, porches, balconies, or placed upon the windowsills.

13. INSURANCE — The Lessee agrees that if the insurance rate on the building of which the leased premises are a part is increased for any reason attributable to the Lessee's occupancy, the Lessor may elect to terminate this lease by thirty days' written notice, or, if the Lessor does not so elect, the Lessee shall pay the Lessor the amount of such increase upon demand.

14. KEYS AND LOCKS — Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone in his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee.

15. LOSS OR DAMAGE — The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any of such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. The Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building.

16. NOTICE TO LESSEE — Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, whether actually received or not.

17. OTHER REGULATIONS — The Lessee agrees to conform to such rules and regulations as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and for the benefit, comfort and convenience of all the occupants of said building.

18. PARKING — Parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor.

19. PETS — No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent; and consent so given may be revoked at any time.

20. PLUMBING — The water closets and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into the same; and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises it shall have been caused.

21. REPAIRS — The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will keep the leased premises and all pipes, wires, glass, plumbing and other equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term, reasonable wear and tear and damage by fire or unavoidable casualty only excepted.

22. RIGHT OF ENTRY AND BREACH OF LEASE — During Term — The Lessor may enter upon the leased premises at reasonable times or in case of emergency to examine the condition thereof, to show the premises to prospective purchasers or tenants, and at his election may paint, clean or redecorate the same, or make repairs thereto, or remove signs therefrom, and may install or remove any equipment, fixtures, pipes, wiring, tubes, conduits, partitions and plumbing and heating equipment therein, even

therefrom, or replace or install pipes, wires, tubes, coverings, castings and plumbing and heating equipment therein, even though such painting, cleaning, redecorating, repairs, replacements or installations are not desired by the Lessee. **After Notice to Terminate**—After due notice to terminate this lease is given or if in the opinion of the Lessor the leased premises have been vacated or abandoned by the Lessee, or during sixty days prior to the termination of the lease, the Lessor shall have the right to enter said premises (whether occupied or not) at reasonable times, post signs, make repairs at will, and show the same to any other person or persons. **Upon Non-Performance by Lessee**—If the Lessee shall fail to comply with any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law, or if any assignment of the Lessee's property shall be made for the benefit of creditors, then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, the Lessor, forthwith or at any subsequent time, without notice or demand, lawfully may enter upon the leased premises and thereby terminate the estate hereby created and expel the Lessee and those claiming under him and remove their effects, forcibly if necessary, without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations, or agreements. The Lessor without necessity or requirement of making any entry may for any breach of any conditions or covenants of this lease terminate this lease by a seven day written notice to the Lessee to vacate said demised premises. The Lessee covenants that in case of any such termination or in case of termination under the provisions of statute by reason of the default of the Lessee, the Lessee will forthwith pay to the Lessor as damages a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the original term exceed the fair rental value of said premises for the remainder of the original term, and in addition thereto will furthermore indemnify the Lessor during the remainder of the original term against all loss and damage suffered by reason of such termination however caused, first deducting any damages paid as above provided including therein any reasonable commission for reletting the leased premises and attorney's fees, incurred by the Lessor in collecting any rent or damages hereunder or in obtaining possession of the leased premises by summary process or otherwise.

23. **SUBLETTING**—The Lessee shall not assign nor underlet any part or the whole of the leased premises nor permit any other person or persons to occupy the same, nor rent any room therein without first obtaining on each occasion the assent in writing of the Lessor.

24. **TRUSTEE**—In the event that the Lessor is a trustee, no such trustee nor any beneficiary nor any shareholder of said trust shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches and equipment.

25. **UTILITIES**—The Lessee shall pay, as they become due, all bills for gas and electricity furnished to the demised premises.

26. **WAIVER**—The Waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

27. **SEPARABILITY CLAUSE**—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 the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

28. **SECURITY DEPOSIT**—The Lessor acknowledges receipt of \$none..... from the Lessee to be held by the Lessor during the term hereof or any extension as security for the full, faithful and punctual performance and/or payments by the Lessee of all the covenants and conditions of this lease.

29.

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age of 21 years.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

Harry H. Cutler
manager for real estate

~~BRAMONT TRUST by its agents~~
R. M. Bradley & Co., Inc.

Lessor
By: [Signature]
Trustee or Agent
JEW
[Signature]
Lessee

In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee to the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations, and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

HARVARD UNIVERSITY

GRAYS HALL 16

ASSISTANT TO THE PRESIDENT
FOR COMMUNITY AFFAIRS

CAMBRIDGE, MASSACHUSETTS 02138

June 26, 1970

Mr. Paul E. Healy
Temporary City Clerk
City of Cambridge
City Hall
Cambridge, Massachusetts

Dear Mr. Healy:

Since Mr. Pusey is out of the country, I am answering your letter of June 25, 1970 to him.

- 1) Miss Gill's rent was not raised at all.
- 2) Mr. Woodman's rent was raised by \$5.00 from \$150. to \$155.

This represents about a 2 1/2% increase and is clearly less than inflationary pressures in maintenance, costs and taxes.

Sincerely,


Edward S. Gruson

CC: Mr. Pusey
Mr. Edward A. Crane

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Communication from Edward S. Gruson, Asst.
to the President for Community Affairs,
Harvard University, relative to Miss
Jessie Gill's rent

June 29, 1970

6/29/70
After Hearing
Clark requested to
write to Dr. Posey
re this matter
and other matters
of mutual interest
to the H. and
the City-