



SPARKS HOUSE

21 KIRKLAND STREET

Service Level Agreement

**Harvard Real Estate
July 1, 2016**

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I. Purpose:

The purpose of this agreement is to outline the level of services that are provided at the referenced property. HRE is committed to preserve and maintain the physical asset for the “President and Fellows” and to provide property management related services to the occupants of the building. The agreement will describe the type of services to be delivered as well as related occupant rules, regulations and procedures for submitting work requests for the building.

Please note that requests and work orders above and beyond the scope of services outlined in this document will result in additional charges based on time, material and administrative fees. HRE shall communicate and receive approval from the client prior to starting any work.

Disclaimer: Please note that every effort was made to identify and address most building related issues. However as a working document, some items within this agreement may change. Should changes occur, the occupants will be notified prior to it becoming part of this agreement.

II. Rent Setting:

Harvard Real Estate University Portfolio is treated as a Service Center under federal cost accounting guidelines. As such, HRE sets rents according to A21 guidelines (see below), and must charge all University tenants the same rent for similar space. (The government’s cost accounting standards are structured to ensure that there are no cross-subsidies that might lead to a grant paying a disproportionate amount for any service.)

Per the University budget letter:

“Harvard Real Estate (HRE) manages residential, commercial, and University space for Harvard. Residential and commercial rents are set at market rates. Rent for University space is cost-based, as directed by Federal regulations (A21 guidelines), which require that internal rents be set at or below the break-even, fully loaded expense level for the space. Expenses include:

- Direct expenses, such as maintenance staff, building services & repairs, utilities, supplies, real estate taxes, insurance, etc.
- Indirect expenses such as allocated department overhead (managers and administrative staff, rent, IT & telecom, etc.)
- Interest expense for debt on acquisition, construction, or renewal of the building and building systems”.

HRE reserves the right to determine the appropriate service level/standard for the building. Occupants that require specific service levels other than the building standard will be responsible for the resulting cost.



III. Emergency Information:

Medical Emergency, Injury, Illness – 911

Public Safety, Violence, Threat, Theft – Harvard University Police Department - 617.495.1212

Fire/Smoke/Explosion, Hazardous Material, Flooding, Utility Failure –University Operations Center 617.495.5560

HRE on call 617.384.7700 – will connect to the University Operations Center

IV. General Information:

Property Management Team*:

Gail Olivier	Property Manager
Catherine Milmoie	Property Accounts Administrator
Jim Barbas	Property Operations Assistant

** Please note that personnel may change from time to time. See web site for current information:*

<http://www.campuservices.harvard.edu/real-estate/meet-our-property-management-teams>

Contact Information

Telephone (617) 384-7700 or internal Harvard network **4-7700**
This is a 24/7 telephone number. All general business calls as well as emergencies can be made via this number.

Web <http://www.campuservices.harvard.edu/real-estate>
This web site has a link to our work request system. Use of this web site for submitting a work request is required unless it is an emergency.

Each department/group should have a minimum of one contact person identified as responsible for entering work requests into the system. To obtain access, please contact the Property Assistant above who will need location and email information for each tenant coordinator in order to complete the setup.

Building Operating Hours

24/7

Management Office Hours

8:30 AM – 4:30 PM Monday through Friday excluding all University Holidays. Non-emergency work orders submitted after 4:30 PM will be processed the following business day.



V. **Building Services:**

- **MECHANICAL SERVICES:** **Maintain base building heating and cooling system to provide occupants comfort per the Harvard University Temperature Policy (Please refer to Appendix B for policy details).** Respond to occupant HVAC concerns within a reasonable timeframe. Provide regular preventive maintenance to the equipment per manufacturers requirements. HVAC required after normal building hours will be charged to the occupant.
- **LIFE SAFETY:** Provide routine testing and maintenance of all life safety equipment per building codes, including and not limited to such items as egress passages.
- **LANDSCAPE/ GROUNDS MAINTENANCE:** HRE shall coordinate all exterior landscaping services through a third party vendor.
- **SNOW REMOVAL:** HRE will ensure that all walkways/entrances are free and clear of snow and ice.
- **LOCKS** Suite entrance door locks will be changed by HRE and a set of 6 keys provided upon initial occupancy. HRE shall provide services to repair or change such locks whenever necessary at the occupant's expense. Additionally, HRE is happy to assist with the coordination of lock changes and repairs for interior doors at the expense of the tenant. Please keep in mind that all doors are required to be keyed to the building Master.
- **CARD ACCESS SYSTEM:** HRE shall monitor and maintain the base building card access and related systems. No information from the system will be provided to occupants without consent from HUPD. Any programming requests (changing door schedules, unlocking/locking doors, adding or removing access from an individual card) require a minimum notice of two business days. Programming of access for ten or more individuals requires a minimum notice of five business days. Programming of large groups (ten or more) above and beyond basic access will be billed back to the tenant at a rate of \$50/hr.
- **SIGNAGE:** Upon occupancy, HRE shall provide the signage for the building directories in the lobby and each floor. Any additional signage shall be at occupant's expense. Any and all additional signage shall require HRE approval.
- **RENOVATION/ PROJECT IMPLEMENTATION:** HRE provides capital planning and project supervision for all base building related work. Any projects above and beyond base building work and related to occupant's programmatic function can be



coordinated by HRE at occupant's expense. All vendors performing work on Harvard property must submit a valid Certificate of Insurance prior to the start of any project (Please refer to Appendix A for insurance requirements). Plans must comply with the Harvard Green Building Guidelines and must be submitted to the Property Manager for approval prior to project implementation. Occupant is responsible for the cost of integrating the occupant build out into the existing building systems which may include HVAC balancing or other adjustment as deemed necessary by HRE. Occupant will be responsible for code compliance triggered by the occupant build out.

- **LIGHTING:** HRE is responsible for all ceiling fixtures, exterior lighting, emergency exit signs, emergency lights, and timing controls of exterior lights. This excludes all occupant desk lamps or specialty lighting. Should occupant choose to use non building standard lighting, all replacement parts will be purchased on behalf of the occupant at the occupant's expense, which shall include an administrative fee.
- **HOUSEKEEPING:** HRE provides housekeeping services through a third party vendor in accordance with industry specifications for green cleaning services. Should occupants require additional services such as cleaning of occupant's personal refrigerators, it shall be done at occupant's expense. Such charges shall be based on HRE cost plus predetermined administrative fees. Cleaning specifications are tailored to each building based on the size, type and use and are available from your Property Manager.
- **PEST CONTROL:** HRE provides preventative pest control treatment as well as emergency service calls thru third-party vendor.
- **TRASH REMOVAL AND RECYCLING:** HRE shall coordinate trash removal and recycling services through a third party vendor. Harvard University's Facilities Maintenance Organization (FMO) is providing such services. Occupants are required to participate in recycling and green initiatives. Computer equipment, furniture and other large items must be removed separately and any cost associated with removal shall be the responsibility of the occupant.
- **ROOFS:** HRE shall maintain all roofs to ensure proper working condition.
- **WINDOW CLEANING:** HRE shall coordinate interior and exterior window washing on an as needed basis and shall coordinate scheduling of such services with the occupant.
- **INTERIOR IMPROVEMENTS:** All improvements such as replacing flooring, painting walls, etc. are considered occupant responsibility and expense. All work within occupant space must be approved and coordinated thru the management office. See Appendix A for insurance requirements.
- **BUILDING REPAIR AND CAPITAL IMPROVEMENT:** HRE must be allowed access to repair, maintain and upgrade the building. HRE will endeavor to minimize occupant inconvenience based on best industry practices. At no time will this result in a rent credit based on A21 rent setting guidelines. See Appendix A for



insurance requirements.

- o **GENERAL MAINT. SERVICES** HRE Property Operations Assistants are pleased to provide general maintenance/handyman services if their schedule permits. Additional services will be charged at a rate of \$50/hr. A 33 digit billing code will be required prior to commencement of services.

VI. **Occupant Responsibilities (Building Rules and Regulations):**

1. As members of Harvard University, the diligence of our fellow community and building occupants plays an integral role in providing a safe working environment. It is important that all building occupants pro actively monitor the security of the building as well as the occupant space. All occupants are responsible for developing an internal emergency plan, In the case of emergency; occupants are responsible to follow instructions. Please refer to the Harvard University Emergency Guide.
2. The occupant space is to be used only for its intended use. Occupant must abide by local code and not over populate office space (Per MA code 100 square feet per occupant), conference rooms or other building space. In addition, computer server equipment may only serve the occupant's space that is covered by this SLA. HRE reserves the right to require occupant to separately meter its space and /or equipment at occupant's expense and occupant will be responsible for the ongoing utility cost.
3. The sidewalks, driveways, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls, fire escapes, or other parts of the building not occupied by the occupant shall not be obstructed or used for any purpose other than ingress and egress to and from the occupant's premises.
4. No awnings, signs, or other projections shall be attached to the outside walls of the building without the prior written consent of HRE. No drapes, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of an occupant's premises, without the prior written consent of HRE (which consent shall not be unreasonably withheld). Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design, and color, and attached in the manner, approved by HRE in its reasonable discretion. All costs associated with purchase, installation and maintenance of the previously mentioned items will be the responsibility of the occupant. Live holiday tree decorations are not permitted per fire code.
5. The water, toilets, wash closets, and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, cooking oils, grease, cleaning solvents, rags, chemicals, paints, cleaning fluids, or other substances shall be put therein. All fines, penalties, and damages resulting from any misuse of the fixtures shall be borne by the occupant who, or whose servants, employees, agents, visitors, or licensees shall have caused the same, and HRE in no case shall be responsible therefore.
6. There shall be no marking, painting, drilling into, or in any way defacing the building or any part of occupant's premises visible from public areas of the building. Occupants shall not construct, maintain, use, or operate within the occupant's premises any electrical device, wiring, or apparatus in connection with a loud speaker system or other sound or alarm system except as reasonably required for its communication or security system and approved by HRE before the installation thereof. The occupant shall bear all costs and pay all fines in connection with any malfunctioning system. If in the reasonable opinion of HRE, the system becomes a nuisance or creates an unreasonable disturbance, the occupant shall promptly remedy or remove same as HRE may request. No such loud speaker or sound system shall



- be constructed, maintained, used, or operated outside of occupant's premises.
7. No occupant shall unreasonably disturb or interfere with occupants of the building or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way.
 8. No flammable, combustible, radioactive, infectious, or explosive fluid, chemical, or substance shall be brought or kept upon an occupant's premises.
 9. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any occupant, nor shall any changes be made in existing locks or the mechanism thereof without the prior written consent of HRE. All locks for doors in occupant's premises shall be "building standard." If an occupant desires to change the existing locks or the mechanism thereof, the occupant shall first obtain the approval of HRE and then shall provide copies of the keys to such new or changed locks to HRE immediately upon installing such new locks or changing the mechanism of existing locks. All requests for duplicate keys shall be made through HRE and charged to occupant. Each occupant shall, upon the termination of its tenancy, restore to HRE all keys of stores, offices, storage, and toilet rooms either furnished to or otherwise procured by such occupant. In the event of the loss of any keys so furnished, such occupant shall pay to HRE the cost thereof.
 10. HRE reserves the right to exclude from the building at all times any person who is not known or does not give proper and satisfactory identification to building management. Occupants will comply with any reasonable measures instituted for the security of the building, which may include the signing in or out in a register in the building lobby after hours and on weekends and holidays. Each occupant shall be responsible for all persons for whom it authorizes entry into or exit out of the building, and shall be liable to HRE for all acts or omissions of such persons.
 11. An occupant's premises shall not, at any time, for illegal purpose.
 12. Each occupant, before closing and leaving its premises at any time, shall see that all windows are closed and all lights are off with the exception of emergency/security lights.
 13. Mats, boxes, trash, or other objects shall not be placed in the public corridors. Trash shall be stored and disposed of only in accordance with HRE instructions.
 14. No one except HRE and its employees and agents shall be allowed on the roof of the building, in utility or janitor's closets, or in any basement areas except those areas specifically leased to an occupant or otherwise expressly designated for the occupant's use.
 15. Movement of furniture or office equipment, or dispatch or receipt by occupants of any bulky material, merchandise, or materials that requires use of elevators or stairways, or movement through the building entrances or lobby, shall be restricted to such hours as HRE may reasonably designate, and such movement shall be subject to reasonable control of HRE.
 16. HRE shall have the authority to limit the weight and prescribe the manner that safes, file cabinets, and other heavy equipment are positioned.
 17. Any passenger elevators are to be used only for the movement of persons and routine deliveries to an occupant's premises, unless an exception is first approved by HRE in writing.
 18. No vending or coin- or token-operated machines of any type shall be allowed in an occupant's premises (or any common area) without the prior written consent of HRE.
 19. HRE shall not be responsible for lost or stolen personal property, money, or jewelry from a occupant's premises, the common areas, or any public areas regardless of whether such loss occurs when area is locked against entry or not.



20. Occupants shall participate and shall ensure that the occupant's employees participate in all safety programs, practices, and drills, relating to emergency evacuation of the building.
21. No smoking is allowed anywhere in the Building or grounds except in areas designated from time to time by HRE. There will be no smoking within 25' of any building entrance.
22. Space heaters or individual heating or cooling units are not permitted in occupant's space.
23. If the premises demised to any occupant becomes infested with vermin due to the acts or omissions of such occupant, such occupant, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of HRE, and shall employ such exterminators therefore as shall be approved by HRE.
24. HRE shall have the right to make such further rules and regulations as it deems necessary so long as such rules and regulations do not interfere with Occupant's use of the Premises as permitted by this Occupancy Agreement.
25. Insurance certificates are required for all vendors working within the occupied space on behalf of the occupant. Please see Appendix A for insurance certificate requirements.
26. Hazardous Materials shall NOT be permitted on the premises or be handled by occupant at or about the Property without Landlord's prior written consent. "HAZARDOUS MATERIALS" are defined as a hazardous waste, toxic and hazardous substance, including toxic, explosive, corrosive, flammable, radioactive, carcinogenic, petroleum, asbestos, polychlorinated biphenyl, flammable explosives; or radioactive materials.

Normal quantities and use of those Hazardous Materials customarily used in the conduct of general office activities, such as copier fluids, cleaning supplies and any food, food additive, color additive, prescription drugs, cosmetic materials, distilled spirits (beverage alcohols), wine, or malt beverage intended for non industrial are ("PERMITTED HAZARDOUS MATERIALS"), which may be used and stored at the Premises without Landlord's prior written consent, provided that Tenant's activities at or about the Premises and Property and the Handling by Tenant of all Hazardous Materials shall comply at all times with all applicable Environmental, Federal Food, Drug, and Cosmetic regulations.

For guidance and information on Harvard University Environmental Health and Safety Programs visit <http://www.uos.harvard.edu/ehs/ehs.shtml>

At the end of the occupancy, Occupant shall promptly remove from the Premises and Property all Hazardous Materials Handled by Occupant at the Premises or the Property. Occupant shall keep Landlord fully and promptly informed of all Handling by Tenant of Hazardous Materials other than Permitted Hazardous Materials.

COMPLIANCE

Occupant shall, at its own expense, promptly observe and comply with all laws, ordinances, requirements, rules, and regulations of federal, state, local governments (including governmental rules and regulations, as are or may be promulgated under the Federal Occupational Safety and Health Act of 1970 or similar federal, state, or local requirements). Tenant shall also obtain each and every permit, license, certificate, or other authorization required in connection with the lawful and proper use of the Premises.



VII. **Move-in / Move-out:**

Occupant will endeavor to inform the Property Manager and HRE Leasing of its intention to vacate the premises as early as possible to accommodate the occupant as well as allow for advance planning for the building and the University.

Move-in Procedures and Elevator Use:

1. In multi-tenanted buildings, moves must be scheduled between 6:00 a.m. and 8:00 a.m. or after 6:00 p.m. weekdays, or on weekends, unless otherwise approved by HRE.
2. HRE requires 24 hours notice for the use of an elevator for extended deliveries or the moving of large piece of equipment.
3. HRE must be given 24 hours prior notice for a weekday and notice by noon on Thursday for a weekend reservation of an elevator.
4. Should an outside moving contractor be used, moving contractor must submit a copy of an insurance certificate with Harvard University as additional insured (see attached appendix A for detailed requirements). The Contractor must protect and clean the elevator and all areas affected by the work after each use.
5. Elevator use during normal business hours is for routine deliveries only. No exclusive use of these elevators can be granted during this time for multi-tenanted buildings. Arrangements for after-hours elevator service should be made with the property management team.

Condition of Premises after Move-out

1. Property must be left in "broom-clean" condition.
2. Premises shall be restored to original building condition.
3. Any damages to the premises considered above and beyond normal wear and tear will be restored at occupant's expense.
4. Furniture must be completely removed from the occupant's space unless a written arrangement has been made with the Property Manager.

VIII. **Initiatives:**

- A. Office for Sustainability:



HARVARD UNIVERSITY
Harvard Real Estate

Harvard University has committed to a GHG reduction goal of a 30 percent reduction from Fiscal Year 2006 levels by 2016, including growth. University occupants will make every effort to participate in HRE sustainability initiatives by reducing environmental impacts through the following actions:

During Renovation

- Implement best practice waste management and indoor air quality protection during retrofit, renovation or modification.
- Adhere to the Tenant Fit Out Requirements for products and designs <http://www.greencampus.harvard.edu/theresource/guidelines/>.

Materials/Purchasing

- Procure furniture and other materials that are salvaged off site or from Harvard's Recycling and Surplus Center; and/or contain wood products that are Forest Stewardship Council (FSC) certified; and/or contain locally harvested and processed materials (500 mile radius).
- Purchase paper and other office products that contain at least 10% post-consumer and/or 20% post-industrial material.
- Purchase equipment and appliances with the ENERGY STAR label.

Alternative Transportation

- Participate in the Commuter Choice program (commuterchoice.harvard.edu).

Waste Management

- Participate in recycling using the Harvard Recycles receptacles provided. Recyclable materials include paper, cardboard, glass bottles, cans, plastics 1-7, as well as fluorescent light bulbs, batteries, chemicals, cartridges and electronics.
- Designate a space for employees to leave surplus or shared office supplies to reduce redundant purchases.
- Arrange for surplus furniture and other large office items to be delivered to Harvard's Recycling and Surplus Center for reuse.

Occupant Education and Engagement

- Install or enable software that powers down computers when not in use, and ensure that all computer monitors have a "sleep mode" enabled.
- Ensure that every employee has a power strip and turns the strip with an "off" switch for electronic devices.
- Encourage staff to use task lighting that accommodates energy efficient bulbs, rather than halogen lamps.
- Provide mugs or encourage staff to bring their own reusable mugs, plates, and utensils for the kitchen area. Keep the kitchen area stocked with dish cleaning supplies if a dishwasher is not available.
- Start a physical or electronic bulletin board for "green tips", news, and ideas.
- Ask the Property Manager for training to properly operate controls, including shades, lights, thermostats, etc.
- Advise employees to dress appropriately for the weather as building temperatures will be set at the lowest or highest end of the AHRAE standard range depending on the outside temperature.



APPENDIX A VENDOR CERTIFICATE OF INSURANCE REQUIREMENTS

- I. The Contractor shall furnish to HRE a Certificate(s) of Insurance providing the following minimum insurance coverage. Original Certificate(s) of Insurance must be provided before any contractor commences contract duties or contract duties will not be allowed to commence:
- a. Commercial General Liability: Combined single limit - \$2,000,000 per occurrence and annual aggregate per location. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
 - b. Worker's Compensation - Statutory Limits of the Commonwealth of Massachusetts.
 - c. Employer's Liability: With minimum liability limits of \$1,000,000 bodily injury by accident each accident; \$1,000,000 bodily injury by disease policy limit; \$1,000,000 per accident.
 - d. Commercial Automobile Liability: Combined Single Limit - \$1,000,000 per accident. Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - e. Property Insurance: All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Contractor.
- II. **Policies described in Section 1.a. and 1.d. above shall include the following as additional insured, including their officers, directors and employees.** A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section 1.a. above. Please note that the spelling of these parties must be exactly correct or the insurance is not valid and Contract Duties will not be allowed to commence.
- President and Fellows of Harvard College, et. al.**
- III. Contractor waives any and all rights of subrogation against the parties identified above in Paragraph 2 as additional insured's.
- IV. All policies will be written by companies licensed to do business in the State of Massachusetts.
- V. Contractor shall furnish to the Owner Certificate(s) of Insurance for the contractor and all sub-contractors, sub-sub-contractors, etc. evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Contractor commences Contract Duties or Contract Duties shall not be allowed to commence.
- VI. Certificate(s) of Insurance relating to policies under this Agreement shall contain the following words verbatim:

"It is agreed that this insurance will not be canceled, not renewed or the limits of coverage in any way reduced without at least thirty (30) days advance written notice [ten (10) days for non-payment of premium] sent by certified mail, return receipt requested to: Harvard Real Estate , 1350 Massachusetts Ave., Cambridge, MA 02138"