

Tab A

JUL 15 2008

HOUSING AGREEMENT

HUMAN RESOURCES

AGREEMENT dated August 15, 2008 by and between THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE, a Massachusetts educational corporation, with a principal place of business at 880 Main Street, P.O. Box 458, Williamstown, Massachusetts 01267 ("College") and Bernard Moore, employee of the College ("Occupant").

IN CONSIDERATION of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. Occupancy of the Premises. The College hereby grants a license to Occupant to occupy the Premises known as Fielding Brown I, 179 Park St., residential purposes only and Occupant hereby accepts such license from the College under the terms and conditions set forth or referenced herein.
- 2. Rent; Salary Debit Authorization. Starting on the Rent Commencement Date, Occupant shall pay to the College an initial monthly rental of \$570.00 for occupancy of the Premises hereunder which shall be debited from Occupant's salary. Rent Commencement Date shall mean August 15, 2008. Occupant hereby authorizes the College to pay said rent via two equal debits per month of \$285.00 from Occupant's salary. Thereafter, Occupant acknowledges that the College may, at its option, increase the monthly rental on an annual basis provided the College gives Occupant written notice of the increased rental at least thirty (30) days prior to the date on which the increase is to take effect. Occupant hereby provides the College with continuing authorization to pay said increased rent via two equal debits per month from Occupant's then current salary.
- 3. Occupant's Covenants. During the Occupant's occupancy of the Premises, Occupant shall be responsible for, and comply with, all of the terms of occupancy set forth in the current editions of the *Faculty and Staff Housing at Williams College*, the *Faculty Handbook* and the *Administrative Staff Handbook* published and issued by the College (collectively referred to as the "Handbooks"), including, but not limited to, the authorization of subletting only under the terms and procedures provided in the Handbooks.
- 4. Occupant's Risk; Insurance. Occupant acknowledges that all of Occupant's goods and property on the Premises during the occupancy hereunder are at Occupant's sole risk. Subject to provisions of applicable law, the College shall not be liable for any personal injury or property damage or loss, suffered by Occupant on the Premises, including, without limitation, any liability for property which shall be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, theft, etc., while on the Premises, unless caused by the College's act, omission, fault, negligence or other misconduct or by anyone for whose conduct the College is responsible.
- 5. Indemnification. Occupant shall indemnify and save the College harmless from all liability, loss or damage arising from or based upon any act or omission, carelessness, neglect or improper conduct committed on the Premises by Occupant, or by anyone for whose conduct Occupant is responsible.
- 6. Termination. Faculty whose appointments end at the end of the academic year should plan to vacate housing no later than June 30th. Occupants who will be leaving college housing for other reasons may terminate this Agreement with prior notice of at least thirty (30) days to the College. Occupants who fail to give advance notice will be liable for one month's rent. Upon termination of the occupancy as set forth herein, Occupant shall vacate the Premises in compliance with the terms, conditions and procedures set forth in the Handbooks, which include, but are not limited to, (a) removal of all personal property belonging to the Occupant, leaving no unwanted furniture or other personal property on the Premises (b) leaving the Premises as clean as Occupant found them (including all stoves and refrigerators, as well as the basement, if any), (c) returning all keys to the Premises to College's Lock Shop or Security promptly upon vacating the Premises. The Handbooks also provide, and Occupant hereby agrees to same, that Occupant shall incur a charge for any and all (i) damage done to the Premises beyond normal wear and tear, (ii) cleaning that the College must perform due to Occupant's failure to do the same, and (iii) lost keys to the Premises for which Occupant was responsible.
- 7. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the College has caused this instrument to be executed by the undersigned officer, duly authorized, and the Occupant has signed the same, all under seal as of the day and year first above written.

THE PRESIDENT AND TRUSTEES OF WILLIAMS COLLEGE

By: Beatrice M. Miles
Beatrice M. Miles
Director of Facilities Services

OCCUPANT:
Bernard Moore

[CORPORATE SEAL]

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RJM
7/21/08