

No. _____

LEASE

THE TRUSTEES OF
PRINCETON UNIVERSITY
PRINCETON, N. J.

TO

The Institute for Advanced
Study

Room No. 311-312-313

Date May 1933.

Term Begins June 1, 1933

Term Expires Sept. 1, 1934

Annual Rent, \$1260.

No. 20 Nassau Street
PRINCETON, NEW JERSEY

This Agreement, Made this 1st day of June
one thousand nine hundred and thirty-three,
between THE TRUSTEES OF PRINCETON UNIVERSITY, OF PRINCETON, New Jersey
as the Lessor, and The Institute for Advanced Study
party of the second part, hereinafter referred to as the Lessee.

Witnesseth That the Lessor doth hereby let and rent unto the Lessee, and the Lessee does hereby hire and take the
Room Numbered 311-312-313 in the third story of the Building known as TWENTY NASSAU STREET,
New Jersey, at the northwest corner of Nassau Street and Chambers Street, in the Borough of Princeton, to be used and occu-
pied as the business office of The Institute for Advanced Study
and for no other purpose, for the term of three months one year and 3 years, to
commence on the first day of June 19 33 at noon, and to end on the
first day of September 19 34 at noon, at the yearly Rent of
TWELVE HUNDRED SIXTY
Dollars, lawful money of the United States, payable in equal monthly payments, in advance punctu-
ally, on the first day of each and every month in each and every year until the expiration of said term, at the Office of the
Lessor located in said premises,
the first payment thereof to be made on the first day of June one thousand
nine hundred and thirty-three.

Provided always and this Lease is made and accepted upon the following conditions, all and every one of which
the Lessee covenants and agrees to and with the Lessor, its successors and assigns to keep and perform.

1. The Lessee shall and will pay to the Lessor or to its agents the said specified Rent at the times, and in the manner
above provided, without demand therefor.
2. The Lessee shall not nor will ASSIGN this lease, nor LET or UNDERLET the said premises, or any portion
thereof or USE or occupy or permit the same to be used or occupied for any other purpose than as above mentioned, without
the written consent of the Lessor, or its legal representatives, first endorsed hereon, to each and every assignment, letting, under-
letting or use.
3. The Lessee shall and will during the said term take good care of the premises and fixtures; make good any injury
or breakage done thereto by the Lessee or by the agents, clerks, servants or visitors of the Lessee and shall quit and
surrender said premises to the Lessor at the end of said term or other expiration thereof, in as good condition, either as the
same now are, or as the same shall be after any alterations, additions or improvements which may be made therein or thereto
during said term, reasonable use thereof and damage by fire (without the carelessness, negligence or improper conduct of the
Lessee or of the agents, clerks, servants or visitors of the Lessee) alone excepted.
4. Possession of the room herein described includes the use in common with all other occupants of the building of all
hallways, stairways, elevators, toilet room and steam heat during all ordinary office hours.
5. The Lessor shall keep in operation in said building a steam warming apparatus for the use of the tenants, during such periods
as the same may be necessary, from the first day of October in each year till the tenth day of May following, accident and necessity ex-
cepted; and shall cause the premises herein leased, and the halls and approaches to said building, and all parts thereof used in common
by its tenants, to be cleaned and generally cared for by the janitor of the said building.
6. The Lessee shall not make any ALTERATIONS, additions or improvements in or to said premises or incur any
expense therefor, without the written consent of the Lessor first had and obtained; and all alterations, additions or improve-
ments which may be made upon the said premises, by either Lessor or Lessee (except movable office furniture put in at the
expense of the Lessee), shall be the property of the Lessor, and shall remain upon and be surrendered with the premises,
as a part thereof, at the termination or other expiration of this lease, without disturbance or molestation or injury.

Rules and Regulations for Tenants of the Twenty Nassau Street Building

1. The sidewalks, entry, passages, elevators and stairways shall not be obstructed by any of the tenants, their agents, clerks, servants or visitors, or be used by them for any other purpose than for ingress and egress to and from their respective premises.

2. The doors, skylights, transoms and windows that reflect or admit light into passageways or into any place in said building shall not be covered or obstructed by any or either of the tenants. The toilet rooms, water-closets and other water apparatus shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, ashes, chemicals, refuse from electric batteries, or other substances shall be thrown therein. Any damage resulting thereto from misuse shall be borne by the tenant who, or whose agents, clerks, servants or visitors shall cause it. No tenant shall mark, paint, drill holes into, or drive nails or screws into, or in any way paper, cover or deface the walls, ceilings, partitions, floors, wood, stone or iron work.

3. No name-sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of said Building, except of such color, size and style, and in such manner and places upon or in said Building, as shall be first designated or allowed in writing, by the Lessor or its agents. Interior signs on door glass will be painted by the lessor, the cost of the painting to be paid by the tenant. A directory in the vestibule, with the names of the tenants, will be provided by the Lessor. No linoleum, oilcloth, or rubber or other air-tight covering shall be laid upon the floors.

4. No tenant shall do, or permit anything to be done in or upon said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or with any insurance policy upon said Building or any part thereof, or conflict with any of the rules and ordinances of the Borough of Princeton or of the Board of Health, or any of the Departments of said Borough, or of the laws of the State of New Jersey.

5. The Lessor shall in all cases retain the power to prescribe the weight and proper position of iron safes, and they shall in all cases stand on two-inch thick plank strips to distribute the weight; and all damage done by taking in or putting out a safe, or during the time it is in or on the premises, shall be made good and paid for by the tenant.

6. Each tenant must upon the termination of the within lease restore the keys, delivered to said tenant, of rooms, water-closets and safes.

7. No tenant shall use any other method of heating than that provided for by the Lessor, without special agreement providing for the lighting of fires and storing and moving of wood, coal and ashes.

8. No tenant shall employ any person or persons other than the janitor of the Lessor, for the purpose of cleaning or of taking charge of such premises, or lighting fires, or storing or moving coal, wood or ashes, without the consent in writing of the Lessor so to do; it being understood and agreed that the Lessor shall be in nowise responsible to any tenants for any loss of property from the leased premises, however occurring, or for any damage done to the furniture or other effects of any tenant by the janitor or any of its employees.

9. The Lessor shall use due diligence in operating the elevators, and furnishing heat but shall not be responsible for interrupted elevator service, heat or light supply, nor for any accident in the operation of the elevators, or heating or lighting apparatus from any cause whatsoever.

10. The Lessor shall have the right, by its officers or agents, to enter any premises at any time in order to examine the same or to make such repairs and alterations as it shall deem necessary for the safety and preservation of the said Building, and also to exhibit the said premises to be let, and to put on them the usual notice "To Let," (which said notice shall not be removed by any tenant, officers, agents, clerks, or servants), during the three months previous to the expiration of the lease of the premises.

11. Tenants, their agents, clerks, servants, or visitors, shall not make or permit any improper noises in the Building, smoke tobacco in the elevators, or otherwise defile them, or interfere in any way with other tenants, or those having business with them.

12. Nothing shall be thrown by the tenants, their agents, clerks, servants or visitors, out of the windows, or doors or down the passages or light shafts or upon the skylights of the Building, or into or upon any heating or ventilating registers or plumbing apparatus in said Building.

13. No animals shall be kept in or about the premises.

14. Tenants shall not be permitted to use or keep in the said Building any kerosene, camphene, burning fluid, or other illuminating material, except candles.

15. All window shades, awnings and fixtures are to be supplied by and at the expense of the Lessee, but of the quality, design, style and color, which shall be first approved by the Lessor, the same, however, may be obtained by the Lessee of the Lessor, at cost price thereof, if the Lessee _____ so desire.

16. Telegraph, telephone and other wires and instruments shall not be introduced by the tenant without previous notice to the Lessor and with its approval of location and manner in which they are to be placed.

~~17. No furniture, packages or freight will be received in the building, or carried up and down the elevators, except between the hours of 9:30 to 11 A.M. and 2 to 4 P.M., and Saturday afternoons.~~

18. That in case it shall become necessary or proper at any time from accident, or for improving the condition or operation of the elevators, heating and lighting apparatus, boilers, machinery, or anything appertaining thereto, to omit the operation of the same, or any thereof, until all necessary repairs or improvements thereto shall have been made and completed, the Lessor shall be at liberty to do the same without in any manner or respect affecting or modifying the obligations or covenants of the Lessee _____ herein contained, and in such case the Lessor shall use due expedition and diligence to repair, improve or reconstruct the same.

19. The Lessee _____ shall give to the Lessor or to their agent prompt written notice of any accidents to or defects in the water pipes, gas pipes, steam pipes, electric wires or warming apparatus, to be remedied by the Lessor with due reasonable diligence, after receiving notice thereof. The cost, however, of replacing electric lamps, windows, partitions, glass, or wash basins broken by Lessee or Lessee's employees to be borne by said Lessee.

20. The Rent of an office or offices shall include Janitor's services; and heat during the usual and ordinary business hours and in the event of the tenants requiring the attendance of elevator operators after 10 o'clock midnight a charge of two dollars an hour for such services will be made and paid by the Lessee. The Janitor's services shall only include the general care and cleaning of the offices, halls, windows and toilet rooms.

21. The Lessor shall not be responsible to any tenant for the non-observance or violation of these rules and regulations by any other tenant.

22. All rights of the Lessee _____ hereunder are and shall be subject and subordinate to all mortgages now or hereafter placed upon said premises by any owner of the leasehold, and that at the time of the placing of any mortgage on said leasehold and improvements the Lessee _____ will execute and deliver such further instrument subordinating this lease to any and all mortgages upon said leasehold and improvements as shall be required or deemed essential by the mortgagee or mortgagor, and that if the Lessee _____ fail upon demand to execute such instrument (if any) the Lessor and the successors in interest of the Lessor are hereby authorized to execute the same as attorney in fact for the Lessee _____.

23. Lessor may at any time remodel, alter or change the location of the entrance of the building or any other portions of the building not occupied by the Lessee _____.

24. Tenants will be protected as far as possible by the exclusion of all match vendors, bootblacks, newsboys or other itinerant merchants, except such as may be permitted, under written license from the superintendent, to ply their calling within the building.

25. The Lessor reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations, as in its judgment may from time to time be needful for the safety, care and cleanliness of the premises, and for the preservation of good order therein.

7. If during the term of this lease, the Building or premises are destroyed by fire or other action of the elements, or partially destroyed, so as to render the premises demised, wholly unfit for occupancy, or if they shall be so badly injured that they cannot be repaired within sixty days from the happening of such injury, then this lease shall cease and become null and void from the date of such damage or destruction, and then the Lessee _____ shall immediately surrender such premises and all interest therein to the Lessor, and the Lessee _____ shall pay Rent within this term only to the time of such surrender; and in case of destruction, or partial destruction, as above mentioned, the Lessor may re-enter and repossess said premises, discharged of said lease, and may remove all parties therefrom; and if said premises shall be repairable within sixty days from the happening of said injury, then the Rent shall not run or accrue after said injury or while the process of repairs is going on, and the Lessor shall repair the same with all reasonable speed and then the Rent shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly injured by fire, or the elements, as not to be rendered unfit for occupancy, then the Lessor agrees, that the same shall be repaired with reasonable promptitude after notice to it of the damage, and in that case the Rent accrued or accruing shall not cease or determine. No compensation or claim shall be made by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, however the necessity may occur. But in case the building generally throughout (though the herein demised premises may not be affected) be so injured or destroyed that the Lessor, its successors or assignees, shall decide within a reasonable time to rebuild or reconstruct the said building, including the premises hereby demised, then this agreement shall cease, and the Rent be apportioned and paid up to the time of such injury or destruction.

Provided, however, that such injury or destruction be not caused by the carelessness, negligence or improper conduct of the Lessee _____ or of the agents, clerks, servants or visitors of the Lessee.

8. The Lessor shall not be liable for any damage to any property, at any time in said premises or building from water, rain, snow, steam, gas or electricity, which may leak into, issue or flow from any part of said building of which the premises hereby leased are part, or from the pipes or plumbing works of the same, or from any other place or quarter.

9. THE RULES and regulations in regard to the said building, printed at the end of this Lease, and any others hereafter made by the Lessor, intended to secure the proper management of the building to the interests of all the occupants thereof, shall be taken and considered as a part of this agreement, and as such shall and will during the said term, be in all respects observed and performed by the Lessee _____ and by the agents, clerks, servants or visitors of the Lessee.

10. AND IT IS UNDERSTOOD AND AGREED, that in case of the violation of any of the foregoing covenants, agreements, conditions and rules or regulations now or hereafter to be established, or any or either of them, by the Lessee _____ or in the event of the Lessee _____ deserting or vacating the said premises, this Lease shall at the option of the Lessor become null and void, and the Lessor shall thereupon have the right to either re-enter the said premises by force or otherwise, without notice or demand, and remove all persons and things therefrom without being liable to any prosecution therefor, and hold the said premises as if this lease had not been made; in which case the said Rent shall become due and be apportioned and paid on and up to the day of such entry by the Lessor; or the Lessor so having re-entered the said premises shall have the further right of re-letting the same for the remainder of the term for account of the Lessee and receive the Rent therefor, and if a sum sufficient is not realized therefrom to pay said Rent hereby reserved and the expense of so entering as aforesaid, the Lessee _____ hereby agrees to pay the Lessor for any deficiency which may arise thereon. The Lessee _____ hereby expressly waive _____ all rights to any notice to quit possession, or of intention to re-enter under the statute, or of instituting legal proceedings to that end, anything in this lease to the contrary notwithstanding. AND the Lessee _____ shall be liable in addition for all loss or damage resulting from such violation as aforesaid.

11. The Lessor shall nevertheless have the right to restrain by injunction a violation of such of the foregoing covenants, agreements, conditions and rules or regulations or any or either of them as it may determine, anything to the contrary herein notwithstanding.

12. And the Lessee _____ does hereby covenant to pay to the Lessor the said yearly Rent as herein specified, and the Lessor doth covenant that the Lessee _____ on paying the said yearly Rent, and keeping, observing and performing the covenants, agreements, conditions and rules or regulations herein contained, shall, and may, peacefully and quietly have, hold and enjoy the said leased premises for the term aforesaid.

In Witness Whereof, the above named parties have hereunto subscribed their names and affixed their respective seals the day and year first above written.

In the presence of

THE TRUSTEES OF PRINCETON UNIVERSITY
(Seal)

Frederic H. Brown

By Schmitzinger Controller
(Seal)

Attest:

Ethel S. Bailey
Asst. Secy.

The Institute for Advanced Study
by Herbert A. Hoag
Sec. Tres. (Seal)