

HARVEY STREET APARTMENTS LEASE

Terms and Conditions: June 1, 2009–May 31, 2010

This document constitutes the University of Wisconsin–Madison lease for **University Apartments - Harvey Street Apartments**. The accommodations and services described in this lease are being offered by the Division of University Housing, hereinafter called ‘the Division’, under the terms and conditions as stated herein.

You, hereinafter called ‘the Lessee’, can indicate acceptance of this offer by completing and signing the enclosed Lease Acceptance and returning it to the Division with a \$300 deposit on or before the date indicated on the Lease Acceptance. Lessee’s signature on the Lease Acceptance means Lessee agrees to the terms and conditions of the lease. The term ‘Lessee’, when used herein, shall be taken to mean whether singular or plural, masculine or feminine, as the case may be, and the provision of this lease shall bind the parties mutually.

The lease will become legally binding on both parties when the signed Lease Acceptance and deposit are received by the Division on or before the due date or after the due date if an extension is granted by the Division.

1. ASSIGNMENT POLICY

- A. The Division will not discriminate in assignment to University Single Student Apartments on the basis of race, color, age, sex, sexual orientation, marital status, religion, disability, national origin or ancestry.
- B. The Division reserves the right to assign another apartment with the same number of bedrooms if the one specified on the Lease Acceptance is not available in time for occupancy.
- C. The Division reserves the right to do necessary renovation and/or reassign Lessee to another apartment due to renovation by giving at least 60 days written notice to Lessee.
- D. The Division reserves the right to reassign Lessee to another apartment with the same number of bedrooms by giving at least 60 days written notice to Lessee.
- E. Lessee assigned to an accessible apartment agrees to transfer to another apartment with at least 30 days written notice when a student with a documented special need requires an accessible apartment.

2. ELIGIBILITY

- A. Harvey Street Apartments occupancy is limited to UW-Madison graduate, professional and undergraduate students.
- B. Occupancy at University Apartments is limited to a maximum of eight years (96 months).
- C. For the purposes of this lease, the following definitions apply:
 - (1) To be considered eligible, a graduate or professional student must carry a minimum of two credits per academic year semester unless the student is a dissertator, then three credits per academic year semester are required. An undergraduate student must carry a minimum of six credits per academic year semester.
 - (2) “Roommate” is defined as an adult member of the household who does not have a family or other permanent (marriage or domestic partnership) relationship with the Lessee and whose eligibility is separately evaluated by the University Apartments Office. Roommates must meet the eligibility criteria for University students.
- D. Leases begin at 12:01 a.m. on the first day of the lease and end at 11:59 p.m. on the last day of the lease term.

3. MULTIPLE OCCUPANCY

- A. Each Lessee is jointly and severally liable for the terms and conditions of the lease for the apartment.
- B. Rent is due and payable under the terms of the lease. Both roommates are responsible for the full amount due. If one roommate shall vacate the leased premises, the remaining party shall continue to be responsible for the full rent due.
- C. **All Lessees must be approved by the Division.** Only lessees eligible for assignment to University Apartments will be approved by the Division. A roommate who moves out during the lease term shall not be relieved of liability for the lease until a new roommate has been approved or the remaining roommate accepts full responsibility for the Lease. Failure of a proposed new roommate to qualify shall not relieve the original roommates of any responsibilities under the lease agreement.
- D. Security deposits will be held for the entire term of the lease. If one roommate vacates the apartment and the other remains, the roommates should settle the disposition of the security deposit among themselves, as a refund or forfeiture of the security deposit by the Division will only be made when the apartment lease is terminated and the apartment is vacated by both roommates.
- E. If there are any damage or rent charges owed when the apartment is vacated, all roommates on the lease at the time of termination will be equally liable and the Division may, at its sole discretion, pursue collection from either or both roommates.

4. OCCUPANCY LIMITATIONS

- A. One bedroom apartments may be assigned to one single student. Roommates are not allowed in one bedroom apartments.
- B. Two bedroom apartments may be assigned to single applicants who may choose to reside alone or with one eligible roommate.

5. LESSEE'S PERSONAL AND STUDENT STATUS

- A. A condition precedent to this lease is a true and correct statement on Lessee's University Apartments application of Lessee's status. Lessee warrants such information to be true and correct as of the beginning date of this lease. Lessee agrees that if this information is subsequently determined by the Division not to have been true and correct at the beginning date of this lease, the Division may void the lease. In the event the lease is voided for such reason, Lessee shall be given a minimum of 14 days written notice to vacate the premises. Lessee agrees to vacate the premises within the notice period specified.
- B. Lessee agrees to give the University Apartments Office, 611 Eagle Heights, written notification within ten days of any change in Lessee's roommate or student status, insofar as said change affects eligibility for housing. It is further agreed that if Lessee is no longer eligible for Harvey Street Apartments as defined under Item 2, ELIGIBILITY, this lease may be terminated by the Division upon a minimum of 14 days written notice to the Lessee. Lessee agrees to vacate the premises within the notice period specified.

6. DAMAGES FOR LESSEE'S FAILURE TO GIVE TIMELY NOTICE

Lessee specifically agrees that the Division shall be entitled to liquidated damages in the amount of \$10 per day for each day that Lessee fails to give the Division timely notice of any change in Lessee's University student or roommate status, as required in Item 5.

7. DEPOSIT

Lessee agrees that the \$300 deposit Lessee submits with this lease shall be held by the Division. This deposit is refunded in full, following Lessee's apartment check-out, provided all keys have been turned in and any amounts due the Division for rent, missing equipment, cleaning or other charges, including liquidated damages, are paid. The deposit refund is mailed to Lessee within a reasonable period of time after check-out.

8. WINDOW TREATMENTS AND APPLIANCES

The Division agrees to provide the following window treatments: vertical blinds.

The following appliances are provided in the apartment: refrigerator, electric stove, and garbage disposal. Laundry equipment (clothes washers and dryers) are provided in the shared, central laundry room.

The following furnishings are provided: Kitchen table and chairs; living room chairs, couch, bookcases, end table and lamp; a bed, dresser, desk and 2 bookcases in each bedroom. Furnishings cannot be stored by Housing.

9. UTILITIES

The Division agrees to provide Lessee with electricity, softened hot water, cold water, and a reasonable amount of heat when required as determined by State of Wisconsin Energy Conservation Guidelines. Lessee is responsible for telephone service to their apartment.

10. RATES/PAYMENTS

- A. Lessee agrees to pay monthly rental rates as provided in the Harvey Street Apartments Rate Schedule attached to and made part of this lease. The Division reserves that right to adjust rental rates at any time, and Lessee agrees to pay the rates so adjusted.
Lessee is given 60 days notice of any rate change before the change goes into effect. Notice is given by placing a copy of the revised Harvey Street Apartments Rate Schedule in the United States mail, addressed to Lessee's Harvey Street address.
- B. Lessee agrees to make rental payments one month in advance on or before the first day of each month. Lessee agrees that any invoiced charges for damages and other services added to this account will also be paid on or before the first of the month. A \$10 fee will be added to any balance remaining on Lessee's account due as of the close of business on the 5th day of each month, or the next business day if the 5th falls on a holiday or weekend.
- C. Failure to satisfy the financial obligation accrued under this lease may result in denial of issuance/transfer of grade transcripts and/or enrollment; and/or eviction, pursuant to University rules and regulations governing the imposition of these sanctions.

11. LEASE RENEWALS

- A. Lessee's failure to return a lease renewal to the University Apartments Office by the date specified on the Lease Acceptance will result in termination of the lease by the Division as of the end of the existing lease term.
- B. The Division may not renew a lease for a Lessee who is in arrears in rent or other charges, who has an outstanding account balance or who has breached any of the lease terms and conditions.

12. LEASE TERMINATIONS

- A. It is agreed that should a Lessee neglect or fail to perform or observe any terms or conditions of this lease, the Division shall give Lessee written notice of such breach of lease, requiring Lessee to remedy the breach or vacate the premises on or before a given date at least five days

after the notice is given. If the Lessee fails to comply with such notice, the Division may declare this lease terminated and institute action to expel Lessee from the premises without limiting the liability of Lessee for rent due or to become due under this lease.

- B. The Division reserves the right to declare the lease terminated and institute action to expel Lessee from the premises as the result of actions by lessee or guests, which violate State or Federal law, or University policies or the rules and regulations described in Item 22 of this lease.
- C. In order to terminate this lease, the Lessee must give the Division a minimum of 90 days written notice. The signatures from all parties who signed the lease agreement are required.
- D. If Lessee fails to take possession of the premises described in the Lease Acceptance within the first five days of the lease term or notify the Division of a later arrival date, such failure shall be construed to be a notice of termination of this lease and Lessee shall be liable for rental payments during a 90-day notice period commencing on the first day of the lease term.
- E. Lessees are required to terminate their lease if the number of occupants exceeds the maximum of 1 in a one-bedroom or 2 in a two-bedroom apartment. Apartment occupants must meet eligibility requirements described in Item 4 OCCUPANCY LIMITATIONS.
- F. Lessee agrees to vacate the premises upon termination of this lease or subsequent lease and deliver the keys to the Division. In the event a "Roommate Release" is granted, the departing lessee must return their keys to the Division.
- G. This lease terminates at 11:59 p.m. on the last day of the lease term. Lessee must vacate the premises by that time if the Lessee lease has not been renewed. Failure of the Lessee to vacate the premises at the end of the lease term or after receipt of written notice from the Division to vacate the premises shall make Lessee liable for damages as outlined under Section 704.27 of the Wisconsin Statutes.

13. SUBLEASING

Lessee agrees not to assign this lease nor sublet the leased premises or any part thereof without prior written consent of the Division. Subleasing is permitted for a maximum period of six months. Lessee agrees that the Division shall not be bound by any sublease unless it has been approved in advance by the Division on forms the Division provides for this purpose. Only persons eligible for assignment to Harvey Street Apartments will be approved for subleasing.

14. TRANSFERS

Permission to transfer from one apartment to another must be approved in writing by the University Apartments Office, 611 Eagle Heights. A copy of the Transfer Policy is provided at the time a transfer request is made. A service charge is made for all non-mandatory transfers.

15. PAINTING

The Division is responsible for all interior and exterior painting of apartments and buildings. Apartment interiors are not automatically repainted for new occupants. Painting of the premises or furnishings is not to be done by the Lessee. Lessee will be liable for the cost of any re-painting required to restore premises or furnishings to Division standard.

16. REPAIRS AND MAINTENANCE

- A. The Division agrees to make necessary structural repairs and keep all furnishings provided Lessee in a reasonable state of repair. Repairs or alterations to furnishings or the premises are not to be made by the Lessee without the written permission of the Division. Division approved picture hangers may be used as described in the Resident Handbook, for decorating purposes. The use of screws, nails, bolts and other fasteners in walls, doors, ceilings or woodwork is prohibited.
- B. The Division reserves the right to enter Lessee's apartment during all reasonable hours to conduct inspections for reasons of fire, safety, or sanitation; to determine the apartment's physical condition; to make repairs as deemed necessary; or to remove alterations or additions that are in violation of regulations. Whenever feasible, the Division will give at least 24 hours advance notice before entry. Maintenance work requested by Lessee will be performed as soon as possible without 24 hours advance notice.
- C. The Division reserves the right to treat Lessee's apartment for pest control after giving the Lessee 24 hours advance notice. Lessee is required to prepare the apartment for pest treatment as directed. Failure to comply with pest control treatment or maintain proper sanitation can result in non-renewal of the lease or termination of the lease.
- D. Lessee should immediately report to the Division any needed repairs to furnishings or buildings. If service or repairs are required because Lessee or Lessee's guests were careless or negligent, Lessee will be liable for the cost.

17. RENOVATION

The Division reserves the right to do necessary renovation and/or reassign Lessee to another apartment due to renovation by giving at least 60 days written notice to Lessee.

18. LIABILITY

- A. The Board of Regents of the University of Wisconsin-System, its officers, employees and agents, and the Division of University Housing are not liable for any property belonging to Lessee that may be lost, stolen or damaged in any way anywhere on the premises, including storage facilities.
- B. Lessee agrees to hold harmless the Board of Regents of the University of Wisconsin-System, its officers, employees and agents and the Division of University Housing from, and to indemnify them for, any claims for damages sustained by Lessee or others in Lessee's apartment as a result of Lessee's acts or omissions, including changes or modifications made by Lessee to Lessee's apartment or furnishings. This makes Lessee financially responsible to the University and releases the University in the event a person who is injured by a hazard constructed by Lessee claims the University is liable for damages.

19. DAMAGES - OTHER COSTS

- A. Lessee agrees to pay for any damages, including fire damage, lost property, or service or repair cost to Division property caused by acts of omissions of the Lessee, Lessee's roommate or guests. Such damage charges must be paid according to Item 10B. Lessee fire and liability insurance is recommended.
- B. Lessee agrees to pay all reasonable costs, attorneys' fees and expenses that shall be paid or incurred by the Division in enforcing this lease.

20. LAWS

Lessee agrees to comply with all applicable provisions of Federal and State law and the University of Wisconsin System (UWS) Administrative Code.

21. SOLICITATION

Commercial activities, solicitation or advertisement in or on University premises including use of phones and information technology resources is prohibited. Lessee agrees to comply with UWS Administrative Code 18.06(16), the major provisions of which are that no person may sell, peddle or solicit for the sale of goods, services or contributions on any University land except:

- A. When the occupant of a specific apartment has given permission in advance for a person engaged in that activity to come to that particular apartment for that purpose.
- B. When an individual sells personal property owned or acquired by the individual primarily for personal use.
- C. For hawking newspapers and similar printed matter outside University buildings.
- D. When subscription, membership, ticket sales subscription, fund raising, selling and soliciting activities are by or under the sponsorship of a University or registered student organization pursuant to a contract with the University.
- E. When solicitation of political contributions is in compliance with Chapter 11, Wisconsin Statutes and institutional regulations governing time, place and manner.
- F. For providing word processing services.

22. RULES AND REGULATIONS -

- A. The following are requirements of State or Federal law, Division or University regulations designed to maintain an appropriate physical and social environment for the mutual benefit of all residents. Lessee agrees not to engage in any misconduct and is responsible for the conduct of roommates and guests. Lessee agrees to observe all rules and regulations of the University of Wisconsin-Madison and the information in the Resident Handbook which are incorporated by reference into this lease. Violation of these regulations may result in non-renewal or termination of lease.
 - (1) Total occupancy cannot exceed the maximum of 1 in a one-bedroom or 2 in a two-bedroom apartment. All apartment occupants must meet eligibility requirements described in Item 2, ELIGIBILITY.
 - (2) Guests are permitted for a maximum of one month in any one year period, provided total occupancy limits are not exceeded.
 - (3) Lessee agrees not to engage in behavior or activities which disturb, harass, intimidate, threaten or create a danger to other residents.
 - (4) General quiet hours are to be observed after 10:00 p.m. and before 8:00 a.m.
 - (5) Musical instruments may be played for a maximum of two hours daily between the hours of 8:00 a.m. and 8:00 p.m.
 - (6) Lessee agrees to keep premises in clean, safe and tenantable condition and in as good repair as the commencement of this lease term, normal use and wear excepted.
 - (7) Lessee is responsible for removing waste materials in accordance with trash/recycling procedures outlined in the Resident Handbook.
 - (8) Parking is assigned on a first-come first-served basis, for a fee. Residents who are assigned a parking stall must have the vehicle registered with the University Apartments Office. Vehicles must be licensed and operable and a parking permit must be displayed on the vehicle at all times. Violations will result in ticketing and/or towing. Residents are responsible for shoveling snow from their parking stall(s).
 - (9) Personally owned air conditioners must be installed in University Apartments-provided air conditioner sleeves or rental stands.

- (10) Telephones must be installed in designated locations only.
- (11) Lessee agrees to comply with University Housing ResNet guidelines and UW-Madison's Appropriate Use and Copyright policies for computing and information technology resources and services. Because there is a limited amount of network bandwidth on the ResNet network, lessee agrees not to operate servers or other services that make high demands upon the available bandwidth. If Lessee's bandwidth negatively affects others, lessee will be expected to modify the content and/or cease the service.
- (12) It is agreed that changes in rules and regulations may be made by the Division during the term of this lease. Such changes will be published one week before they become effective unless the health or safety of any person may be adversely affected by a delay; then implementation of the change will be immediate.

B. The following are not permitted:

- (1) Dogs, cats, snakes, rabbits and other pets, unless listed below as approved. Small harmless fish (in a tank no larger than 20 gallons), salamanders, lizards, frogs, caged small birds, hermit crabs, toads, hamsters, gerbils, or white mice are permitted provided they are kept in a clean cage or glass enclosure. Pets are to be humanely cared for, kept in a clean and odor-less enclosure and harmless to persons or property.
- (2) All guns, including BB and pellet guns.
- (3) Smoking in designated non-smoking common area or living space. All smoking must be a minimum of twenty five (25) feet away from the building.
- (4) Use of charcoal grills indoors, on patios or within ten (10) feet of University buildings. Grills should be attended when in use.
- (5) Storage of explosive or flammable materials (e.g., gasoline, propane).
- (6) Use or storage of personally owned dishwashers, washing machines or dryers.
- (7) Use or storage of articles in common halls, stairways, entrance ways or laundry rooms. Lessee is responsible for following the Public Area Storage guidelines.
- (8) Tampering, altering, or otherwise changing any ResNet equipment, wiring, data, voice or video jacks.
- (9) Repairs, alteration, painting or construction to University furnishings or property without authorization. Use of unauthorized materials such as tape or other adhesives on the walls or ceilings.
- (10) Waterbeds
- (11) Tampering with, altering, damaging or bypassing designed operation of building system or safety equipment.
 - a. Fire safety equipment (e.g., smoke detectors).
 - b. Mechanical systems (e.g., heating/cooling thermostats).
 - c. Appliances.
 - d. Building security/lock system (e.g., duplication of keys).
- (12) Use of automobile block heaters.
- (13) Attachment or installation of radio or TV antennas, satellite dishes or signal devices to the building.
- (14) Hacking or attempting to disrupt an electronic device, computing resource or network service.
- (15) Weight-lifting equipment.

23. APARTMENT INSPECTION

When Lessee vacates the apartment due to lease termination or transfer, an inspection report on which the condition of the apartment is noted is to be signed by a Division representative and the Lessee if present. Lessee is not required to be present at the check-out, but must follow current check-out procedures. Lessee is responsible for removing all personal items and cleaning the

apartment to Division standards, including all fixtures and equipment before vacating. Damages or unclean conditions not immediately apparent and therefore omitted from the inspection report will not preclude the Division's charging the Lessee for making repairs or doing cleaning if the conditions requiring such tasks to be performed were clearly Lessee's responsibility.

24. LESSEE'S PROPERTY

The Division shall, without liability, have the right to remove immediately and dispose of any property Lessee leaves in the premises with 30 days notice after the lease is terminated or the Lessee vacates or abandons the premises. During such 30-day period, the University of Wisconsin-Madison, the Division, and its officers, employees and agents are not responsible for loss, damage, or theft of the property. A charge will be assessed for removal/handling of Lessee's property in addition to a storage charge.

3/1/09