UNIVERSITY APARTMENTS

LEASE Terms and Conditions: July 1, 2026–June 30, 2027

This document, and the materials incorporated by reference herein, constitutes the University of Wisconsin–Madison lease ("Lease") for University Apartments– Eagle Heights, Harvey Street and University Houses. This Lease is between the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin-Madison, Division of University Housing ("Division") and you, the person whose signature is on the lease offer ("Lessee"). All inquiries regarding this Lease should be directed to the Division of University Housing at the University Apartments Office, 611 Eagle Heights, Madison, WI 53705. The accommodations and services described in this Lease are being offered by the Division under the terms and conditions as stated herein.

1. ASSIGNMENT POLICY

A. The Division will not discriminate in assignment to University Apartments on the basis of race, color, age, gender identity, 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 and rental rate if the one specified in the lease offer is not available in time for occupancy.

C. The Division reserves the right to reassign the Lessee to another apartment with the same number of bedrooms and rental rate by giving at least 60 days written notice to the Lessee.

D. A Lessee without a documented special need who is assigned to an accessible apartment agrees to transfer to another apartment with at least 30 days written notice when an applicant or current resident with a documented special need requires an accessible apartment.

2. ORAL REPRESENTATION

The Division will not make any oral agreement or oral representation to the Lessee, or any person acting on the Lessee's behalf. The Division will not rely on any oral representation from the Lessee or any third party concerning the University Apartments Lease. The entire University Apartments Lease is expressed in writing and supersedes any understanding that may have been communicated orally or implied. Neither the Lessee, nor the Division are relying on any oral or implied agreement, representation or understanding of fact or law that is not expressed in writing.

3. ELIGIBILITY AND DEFINITIONS

A. Occupancy of University Houses and Eagle Heights 200 – 900 area apartments is limited to University of Wisconsin-Madison students, faculty, academic staff, university staff or post-doctoral scholars/trainees and honorary associate fellows.

(1) To be "eligible" for occupancy as a student at University Apartments, 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 to become and remain eligible.

(2) To be "eligible" for occupancy as a staff member at University Apartments, staff appointments must be categorized as academic staff, faculty or university staff, or have an equivalent rank.

B. Occupancy of the Eagle Heights 100s area and Harvey Street apartments is limited to University of Wisconsin-Madison single graduate students.

C. For the purposes of this Lease, the following definitions apply:

(1) "Family," for priority and eligibility purposes, is defined to mean a spouse/domestic partner and/or dependent children, or other legal dependents.

(2) "Dependent children" is defined as minor dependent(s) residing with their parent(s) or legal guardian(s). The children may be natural offspring, legally adopted or those for whom a legal guardianship has been established. Foster children qualify as dependent children under this definition.

(3) "Legal custody" and "dependency" are defined according to Federal and State tax law, or other applicable law, for the purpose of this lease agreement.

(4) "Roommate" is defined as an adult 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 Apartments and sign a Lease to become an additional Lessee.
(5) "Guest" is defined as a person temporarily residing with Lessee, who does not meet the criteria for "Family" and is not a "Roommate". All guests must meet the criteria set forth in Item 8, "Guests".
(6) "Sublessee" is defined as an individual who makes financial arrangements to lease an apartment or room from the Lessee. All subleases must meet the criteria set forth in Item 16, "Subleasing" and must be approved in advance by the Division.

4. OCCUPANCY LIMITATIONS

A. 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.
B. Eagle Heights Occupancy Limitations
(1) One-bedroom apartments may be assigned to single applicants and families with up to three members. Roommates are not allowed in one-bedroom apartments. Families with more than three persons are not eligible to apply for or remain in a one-bedroom apartment.
(2) Two-bedroom apartments may be assigned to families with one or more dependent children or other legal dependents; couples without children; families with up to five persons; and to eligible single applicants who may choose to reside alone or with one eligible roommate. Families with more than five persons are not eligible to apply for or remain in a two-bedroom apartment.
(3) Three bedroom and small three-bedroom apartments may be assigned to families with two or more dependent children or other legal dependents, limited to seven persons. Large three-bedroom and three-bedroom townhouses may be assigned to families with two or more dependent children or other legal dependents, limited to eight persons.
C. Harvey Street Occupancy Limitations
(1) One-bedroom apartments will only be assigned to one single student. Roommates are not allowed in one-bedroom apartments.
(2) Two-bedroom apartments may be assigned to single applicants who may choose to reside alone or with one eligible roommate.
D. University Houses Occupancy Limitations
(1) One-bedroom apartments may be assigned to couples without children, families with up to three members and to single applicants. Roommates are not allowed in one-bedroom apartments. Families with more than three persons are not eligible to apply for or remain in a one-bedroom apartment.
(2) Two-bedroom apartments may be assigned to families with one or more dependent children or other legal dependents; couples without children; families with up to six persons; and to single applicants who may choose to reside alone or with one eligible roommate. Families with more than six persons are not eligible to apply for or remain in a two-bedroom apartment.
(3) Three-bedroom apartments may be assigned to families with two or more dependent children or other legal dependents, limited to eight persons.
E. Maximum Length of Stay and Continuous Occupancy Limitations
(1) Occupancy at University Apartments is limited to a maximum of eight years (96 months).
(2) Continuous occupancy of a specific apartment, whether by one resident or a series of residents, is limited to a maximum of eight years (96 months).
(3) A Lease renewal may not be allowed if the maximum length of stay for an individual/family or the maximum occupancy limit for an apartment will be reached by the end of the current Lease term.

5. MULTIPLE OCCUPANCY – ROOMMATES AND FAMILY HOUSEHOLDS

A. Each Lessee is jointly and severally liable for any costs associated with the Lease.
B. Rent is due and payable under the terms of the Lease. In apartments with two roommates, both roommates must be Lessees and are responsible for the full amount due. If both roommates agree to and complete the roommate

release form, one roommate can be removed from the lease agreement, at which time the remaining roommate shall continue to be responsible for the full rent due.

C. All roommate changes must be approved in writing by the Division in accordance with the Roommate Policy, which is incorporated by reference into this Lease. Only roommates 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.

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. A return of the security deposit by the Division will only be made when the Lease is expired or terminated and the apartment is vacated by all roommates, family members and other legal dependents, and any guests.

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.

F. Notwithstanding any other provision of this Lease, the Division reserves the right to release one roommate from the lease without the approval of the other roommate in accordance with Federal Title IX guidelines or as provided in Wisconsin Statutes section 704.16. The remaining roommate remains responsible for the full amount of the rent.

6. LESSEE'S PERSONAL AND STUDENT STATUS

A. Eagle Heights 100s and Harvey Street Apartments

(1) A condition precedent to eligibility for this Lease is a true and correct statement on Lessee's University Apartments Lease application of Lessee's student 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 terminate this Lease by providing a minimum of 14 days' written notice to vacate the premises, and the Lessee agrees to vacate the premises within the specified notice period.

(2) Lessee must provide the University Apartments Office, 611 Eagle Heights, written notification within ten days of any change in the Lessee's student status, insofar as said change affects eligibility for housing. It is further agreed that if the Lessee is no longer eligible for Eagle Heights 100s or Harvey Street Apartments as defined under Item 3 of this lease agreement, this Lease may be terminated by the Division upon a minimum of 14 days' written notice to the Lessee and the Lessee agrees to vacate the premises within the notice period specified.

(3) Failure to maintain eligibility does not release the Lessee from the obligation to provide the Division with a minimum of 90 days' written notice to terminate the lease, as stated in Item 13C of this lease.

B. Eagle Heights 200-900s and University Houses Apartments

(1) A condition precedent to eligibility for this Lease is a true and correct statement on Lessee's University Apartments application of Lessee's marital/domestic partnership, UW appointment/employment/student status, and the number of dependents to be residing with Lessee. 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 terminate this Lease by providing a minimum of 14 days' written notice to vacate the premises, and the Lessee agrees to vacate the premises within the specified notice period.

(2) This Lease requires the spouse/domestic partner, dependent children, and other legal dependents listed on Lessee's University Apartments Lease application to take residence in the premises no later than 30 days from the beginning date of this Lease. Failure to meet this requirement may result in termination of this Lease by the Division upon a minimum of 14 days written notice to the Lessee. The Lessee must vacate the premises within the specified notice period.

(3) Lessee must provide the University Apartments Office, 611 Eagle Heights, written notification within ten days of any change in Lessee's marital/domestic partnership/roommate or student status, UW appointment/employment status or number of dependent children or other legal dependents residing on the

premises with Lessee if the change affects eligibility for University Housing or the occupancy limit for the Lessee's apartment.

(4) If Lessee is no longer eligible for University Apartments as defined in Item 3 of this Lease, this Lease may be terminated by the Division upon a minimum of 14 days written notice to the Lessee and Lessee agrees to vacate the premises within the notice period specified.

(5) Failure to maintain eligibility and/or changes in household do not release Lessee/Lessees from the obligation to provide the Division a minimum of 90 days written notice to terminate the Lease, as stated in Item 13.

7. 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 appointment/student status, marital/domestic partnership/roommate status, or number of dependents or other legal dependents residing on the premises with Lessee, as required in Item 6 of this Lease.

8. GUEST POLICY

A. Each Lessee is permitted to have guests a total of 30 nights per lease year.

B. Guests staying longer than 10 days must be registered with the University Apartments Office.

C. A Lessee's privilege to have guests is subject to the following limitations:

(1) The presence of guests must not restrict the free access of University Apartments residents to all common spaces and to any private space they may have or create any situation that infringes on the right of roommates to remain undisturbed.

(2) Registered guests may be authorized for temporary use of key. Lessee is responsible for any use of their apartment key by their guests or authorized individuals.

(3) Lessee agrees to be responsible for the conduct of guests. Any violation of this Lease or University policy by a guest of a Lessee is considered a violation by the Lessee, and any recourse by the Division against the Lessee for such violation does not limit any legal recourse the Division may have against the guest.

D. Guests may not bring any animal not allowed under the University Apartments pet policy unless the animal is a Service Animal as defined by federal regulations implementing the Americans with Disabilities Act. Emotional Support Animals of guests are not allowed, unless approved in advance under the provisions of the University Housing Emotional Support Animal Policy.

E. Lessee may not sublet the leased premises or any part thereof to a guest for any duration, as noted in Items 16 and 26 of this Lease.

9. DEPOSIT

A. Lessee agrees that the required $500.00 deposit the Lessee submits with this Lease shall be held by the Division until expiration or termination of this Lease. The deposit is subject to being offset against Lessee's outstanding financial obligations to the University of Wisconsin-Madison, Division of Housing and any costs associated with damages to the leased premises.

B. The Division will provide Lessee with an itemized statement of any charges assessed at check-out.

C. The deposit will be returned, minus applicable offsets, following Lessee's apartment check-out inspection. The deposit shall be sent to Lessee within a reasonable period of time after the apartment check-out inspection. Alternative options for the return of the deposit can be provided upon request.

10. RATES/PAYMENTS

A. Lessee agrees to pay monthly rental rates as provided with the Lease offer and as available on our Rates and Paying Rent page of the University Housing website. The Division reserves the right to adjust rental rates at any time, and Lessee agrees to pay the rates as adjusted. Lessee will be provided 90 days' notice of any rate change before the change goes into effect.

B. Lessee agrees to make rental payments to the Division for each month on or before the first day of that month. Lessee agrees that any invoiced charges for damages and other services added to the lease account will also be paid on or before the first of the month. A $50.00 fee will be added to any balance remaining on the Lessee's

Lease Account due as of the closure of business on the fifth day of each month, or the next business day if the fifth day falls on a holiday or weekend.

C. Failure to satisfy all financial obligations accrued under this Lease may result in denial of enrollment; and/or eviction. The Division further reserves the right to pursue all legal remedies for failure to satisfy all financial obligations accrued under this Lease.

11. UTILITIES AND UWNET

A. The Division agrees to provide Lessee with softened hot water, and a reasonable amount of heat when required, as determined by State of Wisconsin Energy Conservation Guidelines. Electricity is included in the rent for our Harvey Street Apartments.

B. Lessee is responsible for providing electric service to their apartment in Eagle Heights and University Houses by establishing a service account with Madison Gas and Electric (MG&E).

C. Lessee is responsible for providing any telephone service to their apartment.

D. UWNet, the University Housing network/high-speed Internet provider, is available in all apartments. Lessee agrees to comply with University Housing UWNet guidelines and UW-Madison's Appropriate Use and Copyright policies for computing and information technology resources and services.

(1) Lessee may not operate servers or other devices or use services that make high demands upon the available bandwidth of UWNet. If Lessee's bandwidth usage negatively affects the network or others, Lessee must modify their use of UWNet. Failure to adhere to the requested modification of UWNet may result in termination of access to UWNet.

(2) Hacking or attempting to disrupt an electronic device, computing resource, or network service may result in termination of access to UWNet or termination of this Lease.

E. Attachment or installation of radio or TV antennas, satellite dishes or signal devices to the building is not permitted.

12. LEASE RENEWALS

A. Lessees in good standing who remain eligible for occupancy may be offered a Lease renewal.

B. Lessee's failure to return a Lease renewal to the University Apartments Office by the date specified in the Lease Renewal offer will result in termination of the Lease by the Division as of the end of the existing Lease term.

C. 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.

D. The Division may not renew a Lease for a Lessee if the number of occupants exceeds the maximum for their apartment as described in Item 4 of this Lease.

13. 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 the Lessee written notice of such breach of the Lease, requiring the 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 terminate this Lease and pursue all legal remedies to expel the Lessee from the premises without limiting the liability of the Lessee for rent due or to become due under this Lease.

B. The Division reserves the right to terminate this Lease and pursue all legal remedies to expel the Lessee from the premises as the result of actions by roommates, guests, sublessees, spouse/partner, dependent children or other legal dependents which violate State or Federal law, University policies, or the rules and regulations outlined within this Lease.

C. In order to terminate this Lease agreement prior to the end of the Lease term, the Lessee must provide the Division a minimum of 90 days' notice by submitting a lease termination request in My UW Housing. The signatures from all parties who signed the Lease are required on the notice to terminate this Lease. The Lease will terminate at 11:59 p.m. on the Lease termination date provided by the Lessee.

D. Lessee agrees to vacate the premises upon termination of this Lease or subsequent Lease(s) and deliver the keys to the Division. Failure of the Lessee to vacate the premises on the Lease termination date shall make the Lessee

liable for damages, including at least twice the rental value of the leased premises, apportioned on a daily basis for the time the Lessee remains in the premises.

E. If the Lessee fails to take possession of the premises described in the Lease Offer within the first five days of the Lease term or notify the Division of a later arrival date, such failure shall be considered a notice of termination of this Lease and Lessee shall be liable for rental payments during a 90-day notice period commencing the first day of the Lease term.

F. Lessees may be required to terminate or transfer their Lease if the number of occupants exceeds the maximum for their apartment as described in Item 4 of this Lease.

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's 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 the Lessee liable for damages, including at least twice the rental value of the leased premises, apportioned on a daily basis for the time the Lessee remains in the premises.

14. NOTICE OF DOMESTIC ABUSE PROTECTIONS

A. As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(1) A person who was not the tenant's invited guest.

(2) A person who was the tenant's invited guest, but the tenant has done either of the following:

(a) Sought an injunction barring the person from the premises.

(b) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

B. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

C. A tenant is advised that this notice is only a summary of the tenant's rights, and the specific language of the statutes governs in all instances.

15. RENOVATION

The Division reserves the right to perform necessary renovations and/or temporarily or permanently reassign the Lessee to another apartment due to renovation by providing at least 90 days written notice to the Lessee.

16. SUBLEASING

A. Lessee shall not assign this Lease nor sublet the leased premises or any part thereof without prior written consent of the Division.

B. All subleases must be approved in writing in accordance with the University Apartments Sublease Policy, which is incorporated by reference into this Lease.

C. Lessee agrees that the Division shall not be bound by any sublease unless it has been approved in advance by the Division on forms approved and provided by the Division for this purpose. Only persons eligible for assignment to University Apartments will be approved for subleasing, with approved subleasing permitted for a maximum period of six months.

17. TRANSFERS

Permission to transfer from one apartment to another must be approved by the University Apartments Office. A copy of the University Apartments Transfer Policy is provided at the time a transfer request is made. A service charge is made for all non-mandatory transfers, and for transfers deemed mandatory due to occupancy limitations as described in Section 4 of this Lease.

18. WINDOW TREATMENTS, APPLIANCES AND FURNISHINGS

A. The Division agrees to provide the following window treatments in Eagle Heights and University Houses apartments: window shades and rods for curtains or draperies. The Division agrees to provide the following window treatments in Harvey Street: window blinds or shades.

B. The following appliances are provided in the apartment: refrigerator and stove (gas or electric).

C. Laundry equipment (clothes washers and dryers) is provided in shared basement laundry rooms in Eagle Heights and in designated community laundry room(s) in Harvey Street and University Houses. In Eagle Heights, large two-bedroom apartments, small three-bedroom apartments, large three-bedroom apartments and three-bedroom townhouses have laundry equipment in the apartments. In University Houses, all three bedroom and accessible units have laundry equipment in the apartment.

D. Use or storage of personally owned clothes washing machines, dryers, portable dishwashers or other appliances requiring attachment to plumbing is not permitted. Installation and/or use of these prohibited appliances is a violation of the lease. Lessee will be liable for the cost of any damages caused by use of these or other prohibited items.

E. In Eagle Heights and Harvey Street, personally owned air conditioners must be installed in air conditioner sleeves provided by University Apartments. In University Houses, air conditioners must be installed on the University Apartments-provided air conditioner stands.

F. In the apartments in Eagle Heights designated as "Furnished" the following furnishings are provided: kitchen table or island table and chairs, coffee table, couch, bookcases, end tables and floor lamp, and a double/full bed, mattress, dresser, and desk/chair in each bedroom. Furnishings cannot be stored by the Division. Lessee is responsible for all University owned furnishings upon move out.

G. In Harvey Street Apartments, the following furnishings are provided: kitchen table and chairs, coffee table, couch, bookcases, end tables and floor lamp; and a double/full bed, mattress, dresser and desk/chair in each bedroom. Furnishings cannot be stored by the Division. Lessee is responsible for all University owned furnishings upon move out.

H. Waterbeds are not allowed in Harvey Street or University Houses and second or third floor apartments in Eagle Heights. Waterbeds in ground floor apartments in Eagle Heights must be approved by the Apartment Facilities Office. Lessee will be liable for the cost of any damage caused by the weight of, or water leaks from the Lessee's waterbed.

19. 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 may not be performed by the Lessee. Lessee shall be liable for the cost of any re-painting required to restore premises to Division standard.

20. REPAIRS AND MAINTENANCE, EXIGENT CIRCUMSTANCES

A. The Division agrees to make necessary structural repairs and keep all furnishings provided to the Lessee in a reasonable state of repair. Repairs or maintenance performed by the Division will follow all applicable health and safety protocols. Repairs or alterations to furnishings, or the premises and grounds, may not be performed by the Lessee without the written permission of the Division.

B. Alteration of furnished plumbing and electrical appliances, fixtures or systems is prohibited. Attachments to plumbing fixtures by Lessees (e.g. bidets, portable dishwashers, washing machines) are prohibited. Lessee will be liable for the cost related to any damage caused by prohibited items.

C. Division-provided picture hangers may be used for decorating purposes. The use of other screws, nails, bolts, fasteners, tape or adhesives in or on the walls, doors, ceilings or woodwork will result in check-out charges to restore premises to Division standards.

D. 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 provide 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.

E. 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 family, roommate, sublessee or guests were careless or negligent, Lessee will be liable for the cost.
F. Lessee agrees to keep premises in clean, safe, and tenantable condition, and in as good repair as at the commencement of this lease term, normal use and wear excepted.
G. In circumstances that threaten the health or safety of residents of the facility, or as necessary to prevent significant property damage, Division staff may enter the apartment without prior notice; ex. immediate entry due to a flooding issue.
H. The Division reserves the right to temporarily or permanently reassign the Lessee to another apartment in case of a public health emergency or other exigent circumstances, or when, in the Division's sole discretion, a condition exists requiring maintenance or repairs that cannot be performed in an occupied apartment.

21. SAFETY AND SECURITY

A. Lessee agrees not to engage in behavior or activities which disturb, harass, intimidate, threaten or create a danger to others and agrees to be responsible for the conduct of guests, dependent children and other family members.
B. The Division reserves the right to terminate this Lease and pursue all legal remedies to expel the Lessee from the premises as the result of actions by roommates, guests, dependent children, or other family members which violate State or Federal law, or University policies or Division rules and regulations.
C. The Division reserves the right to enter leased premises when, in the Division's sole discretion, a condition exists within the leased premises that poses a potential or imminent threat to the health or safety of persons or property. The Division further reserves the right to require Lessee, as a condition of further occupancy of the leased premises, to remove from the leased premises any item or object which, in the sole discretion of the Division, poses a significant risk to the health or safety of persons or property.
D. In accordance with Division and University regulations, possessing and/or using firearms (all guns, including pellet guns, BB and airsoft BB guns), or any other dangerous weapons, as defined in Section 939.22 of the Wisconsin Statutes is not permitted. Individuals may not display or portray any object that resembles a firearm or other dangerous weapon.
E. Use of charcoal or propane grills indoors, on patios, or within ten (10) feet of University buildings is prohibited. Grills should be attended when in use. Fuel for grills needs to be stored outside, by the grill, and secured appropriately. Grills must be labeled with a current University Apartments-issued property sticker.
F. Storage of explosive or flammable materials (e.g., gasoline, propane) is not permitted in buildings or common areas.
G. Storage of hoverboards is not permitted in buildings, storage or common areas due to documented safety concerns regarding riding, storage, and charging of these devices.
H. Lessee agrees to not tamper with, alter, damage, or bypass designed operation of building system or safety equipment, including:
   (1) Fire safety equipment (e.g., smoke detectors, pull stations, fire extinguishers)
   (2) Mechanical systems (e.g., heating/cooling thermostats)
   (3) Building security/lock system (e.g., duplication of keys)
   (4) Electrical system
   (5) Plumbing system
I. Lessee agrees to inform the Division Director of Leasing and the University of Wisconsin Police Department ("UWPD") University Apartments Community Officer prior to installing any personal Home Security system within the Lessee's apartment that notifies emergency personnel.
J. Lessee is permitted to have a monitoring system (ie. Ring, SimpliSafe, pet cameras, etc.) within the Lessee's apartment. Any such monitoring system must be battery powered or plug into an existing electrical outlet. Lessee may not install any monitoring cameras on the apartment exterior or building common areas. Cameras are prohibited from recording outside the apartment.
K. Residents are required to follow university fire life safety guidelines for lithium batteries, including limitations regarding the storage of batteries.

L. Storage and use of Class 3B or Class 4 lasers, including those integrated into 3-D printers, is not permitted in buildings or common areas.

22. PEST CONTROL AND SANITATION

A. The Division reserves the right to enter Lessee's apartment during all reasonable hours to conduct inspections for reasons of sanitation or pest control. Whenever feasible, the Division will provide at least 24 hours advance notice before entry.

B. The Division reserves the right to treat Lessee's apartment for pest control after giving the Lessee at least 24 hours of advance notice. Lessee is required to prepare the apartment for pest treatments as directed. Failure to comply with pest control inspection or treatment instructions or failure to maintain proper sanitation may result in monetary charges to Lessee, and/or non-renewal or termination of the Lease by the Division.

C. Lessee should immediately report to the Division any noticed pest control concern. Pest control inspections or treatments requested by the Lessee will be performed as soon as possible without 24 hours advance notice.

D. The Division reserves the right to enter a Lessee's apartment during all reasonable hours to respond to emergency pest control issues.

E. The course of any pest control treatment will be determined by Division, in consultation with the contracted pest control service and UW-Madison Environmental Health Services. The Division reserves the right to seek monetary reimbursement from the Lessee for the costs of any pest control treatment which is required to eradicate a pest control problem caused by the negligence or inattention of Lessee.

F. The Division further reserves the right to require the Lessee, as a condition of further occupancy of the leased premises, to remove from the leased premises any item or object which, in the sole discretion of the Division, is determined to be a contributing factor to a pest infestation or a which prevents effective pest control treatments.

23. PARKING

A. Lessee agrees to follow all University Apartments parking policies.

B. Parking is assigned on a first-come, first-served basis. If you need a parking accommodation based on disability, an accommodation will need to be requested through the McBurney Disability Resource Center. One assigned parking stall is included in the rent upon registration of the vehicle. A limited number of paid parking stalls are available for additional registered vehicles.

C. Resident vehicles must be registered with the University Apartments Office and must display applicable parking stickers and/or permits at all times.

D. All vehicles in parking stalls must be licensed and operable to allow for lot maintenance, snow removal, etc.

E. Violations of parking policies may result in parking tickets and/or towing at the expense of the vehicle owner.

F. Residents will be responsible for removing the snow in their assigned stall.

G. Use of automobile block heaters is not permitted.

H. Lessees with vehicles that require electric charging must coordinate access to provided electric vehicle charging stations in the University Apartments community with the University Apartments Office to ensure the safety of facilities and personal property.

24. PETS, SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS

A. Small, harmless fish (in a tank no larger than 20 gallons), salamanders, lizards, frogs, caged small birds, hermit crabs, toads, hamsters, gerbils, hedgehogs, or white mice are permitted in University Apartments, provided they are kept in a clean cage or glass enclosure.

B. Pets other than those listed above, including dogs, cats, snakes, and rabbits, are not permitted in University Apartments, unless the animal is a Service Animal as defined by the federal regulations implementing the Americans with Disabilities Act, or the animal is an Emotional Support Animal (ESA) approved under the guidelines of the University Housing Emotional Support Animal Policy.

C. Approval for Emotional Support Animals must be obtained from the McBurney Disability Resource Center before the animal will be permitted in University Apartments.

D. Approved animals must be humanely cared for, kept in a clean and odorless enclosure, and harmless to persons or property. Failure to provide proper care of approved animals may result in the termination of the permission to keep animals in the apartment.
E. Lessees with an approved Emotional Support Animal must cage, or secure animals as requested by Division staff or contractors performing duties within the apartment in accordance with Items 20, 21 and 22 of the lease. The Division reserves the right to seek monetary reimbursement from the Lessee for the cost of any rescheduling or damage costs resulting from delays caused by Lessee's failure to cage or secure animals.
F. Lessee is responsible for any damages caused by approved animals and pets.

25. COMMON AREAS AND COMMUNITY STANDARDS

A. Smoking of any kind, including but not limited to cigarettes, cigars, pipes, vaporizers, and e-cigarettes, is strictly prohibited in any buildings in University Apartments. This is in accordance with Wisconsin Administrative Code (UWS) 18.08(11) and the University of Wisconsin-Madison Smoke Free Policy.
B. The only location in which smoking is permitted, is at least twenty-five (25) feet away from any University Apartments building.
C. University Apartments is not guaranteeing a smoke-free environment but is making an effort to provide a healthier, smoke-free environment.
D. General quiet hours are to be observed after 10:00 p.m. and before 8:00 a.m.
E. 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.
F. Use or storage of articles in common halls, stairways, entrance ways or laundry rooms is not permitted. Lessee is responsible for following the Public Area Storage guidelines.
G. Lessee is responsible for removing waste materials in accordance with University Apartments trash/recycling procedures.
H. Lessee is responsible for removing snow from entrances and private walkways. In buildings with private entrances, Lessees occupying second floor apartments are responsible for removal of snow from balconies and stairs.

26. SOLICITATION AND COMMERCIAL ACTIVITIES

A. 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 18.11(8), 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:
   (1) 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.
   (2) When an individual sells personal property owned or acquired by the individual primarily for personal use.
   (3) For sales of newspapers and similar printed matter outside University buildings.
   (4) When subscription, membership, ticket sales solicitation, 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.
   (5) When solicitation of political contributions is in compliance with Chapter 11, Wisconsin Statutes and institutional regulations governing time, place and manner.
   (6) For providing childcare or editing services.
B. Lessee may not sublet the leased premises or any part thereof for any duration, without prior written consent of the Division, as noted in Item 16 of this Lease. Lessee may not offer hotel or hostel housing arrangements for travelers or outside parties; ex. Airbnb, VRBO, or other housing-sharing applications.

27. LAWS

A. Lessee agrees to comply with all applicable provisions of Federal and State law and the University of Wisconsin System (UWS) Administrative Code, and all applicable University and Division rules, policies and regulations. Violations of these laws, codes, rules, policies or regulations may result in non-renewal or termination of this Lease.

B. Persons banned from UW-Madison campus lands and buildings will not be allowed on University Apartments premises, including grounds.
C. It is agreed that changes in rules, policies 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.

28. 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 the Lessee that may be lost, stolen or damaged in any way anywhere on the premises, including storage facilities.
B. Lessee agrees to hold harmless and indemnify the Board of Regents of the University of Wisconsin- System, its officers, employees and agents and the Division of University Housing from any claims for damages sustained by the Lessee or others in the Lessee's apartment as a result of the Lessee's acts or omissions, including changes or modifications made by the Lessee to the Lessee's apartment or furnishings. This makes the Lessee financially responsible to the University and releases the University in the event a person is injured by the Lessee and subsequently claims the University is liable for damages.

29. DAMAGES - OTHER COSTS

Lessee agrees to pay for any damages, including fire damage, lost property, or service or repair cost to Division property caused by acts or omissions of the Lessee or Lessee's spouse/domestic partner, roommate, guests, dependent children or other legal dependents. Such damage charges must be paid according to Section 10B of this Lease. The purchase of fire and liability insurance is strongly recommended.

30. APARTMENT INSPECTION

When the Lessee vacates the apartment due to lease termination, expiration, or transfer, an inspection report on which the condition of the apartment is noted will be signed by a Division representative. Lessee must follow current check-out procedures as provided in the University Apartments Move Out webpage. 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 from charging the Lessee for subsequently required repairs or cleaning if the conditions requiring such tasks to be performed were clearly the Lessee's responsibility.

31. LESSEE'S PROPERTY

The Division shall, without liability, have the right to immediately remove and dispose of any property the Lessee leaves in the premises with 30 days' notice after the Lease is terminated or the Lessee vacates or abandons the premises. During such a 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 the Lessee's property in addition to a storage charge.