

UNIVERSITY APARTMENTS EAGLE HEIGHTS AND UNIVERSITY HOUSES

LEASE Terms and Conditions: July 1, 2020–June 30, 2021

This document, and the materials incorporated by reference herein, constitutes the University of Wisconsin–Madison lease (“Lease”) for University Apartments– Eagle Heights 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 Verification Form (“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, 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 on the Lease Verification Form is not available in time for occupancy.
- C.** The Division reserves the right to reassign Lessee to another apartment with the same number of bedrooms and rental rate by giving at least 60 days written notice to Lessee.
- D.** Lessee without a documented special need 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. ELIGIBILITY

- A.** Occupancy of University Houses and Eagle Heights 200 – 900 area apartments is limited to University of Wisconsin - Madison students, faculty, academic staff or post-doctoral scholars/trainees and honorary associate fellows.
- B.** Occupancy of the Eagle Heights 100s area apartments is limited to University of Wisconsin-Madison single graduate students.
- C.** For the purposes of this Lease, the following definitions apply:
 - (1)** To be “eligible” for occupancy at University Apartments, a graduate 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 or approved special student must carry a minimum of six credits per academic year semester to become and remain eligible.
 - (2)** To be “eligible” for occupancy at University Apartments, staff appointments must be categorized as academic staff or faculty or have an equivalent rank as determined by the Secretary of the Faculty.
 - (3)** “Family,” for priority and eligibility purposes, is defined to mean a spouse/domestic partner and dependent children, or other legal dependents.
 - (4)** “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.
 - (5)** “Legal custody” and “dependency” are defined according to Federal and State tax law, or other applicable law, for the purpose of this lease agreement.
 - (6)** “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.
 - (7)** “Guest” is defined as person temporarily residing with Lessee, who does not meet the criteria for “Family” or “Roommate”. Guests are permitted for a maximum of 30 days in any one year period.
 - (8)** “Sublessee” is defined as an individual who makes financial arrangements to lease an apartment or room from Lessee. All subleases must meet the criteria set forth in Item 12, “Subleasing” and must be approved in advance by the Division.

3. 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 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 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.** 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.
- D.** Maximum Length of Stay and Continuous Occupancy Limitations
- (1)** Occupancy at University Apartments is limited to a maximum of eight years (96 months) for student or postdoctoral scholar families, and for single graduate students or postdoctoral scholars. The eight year (96 month) occupancy limit includes any period in which the student, graduate student or postdoctoral scholar (single or family) is employed as a member of the academic staff, faculty, or as an honorary associate.
- (2)** Occupancy at University Apartments is limited to a maximum of four years (48 months) for academic staff, faculty and honorary associate households. Lessees who transition from student, graduate student, or postdoctoral scholar status to status as a member of the academic staff, faculty or as an honorary associate during the Lease term (including renewals) are limited to a total occupancy limitation of four years (48 months), unless the Lessee's occupancy has already exceeded four years (48 months) while in student/graduate student/postdoctoral scholar status as of the time of transition to academic staff, faculty or honorary associate status. In that case, the Lessee may renew the lease for up to one additional year following the year in which transition to academic staff, faculty or honorary associate status occurred.
- (3)** 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).
- (4)** 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.

4. 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. Both Lessees are responsible for the full amount due. If one Lessee vacates the leased premises, the remaining lessee 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 located at <https://media.housing.wisc.edu/documents/university-apartments/ua-roommate-policy.pdf> , 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 Lessee vacates the apartment and the other remains, the Lessees 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 Lessees.
- E. If there are any damage or rent charges owed when the apartment is vacated, all Lessees 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 parties.
- F. Notwithstanding any other provision of this Lease, the Division reserves the right to release one Lessee from the lease without the approval of the other Lessee in accordance with Federal Title IX guidelines or as provided in Wisconsin Statutes section 704.16. The remaining Lessee remains responsible for the full amount of the rent.

5. LESSEE'S PERSONAL AND STUDENT STATUS

- A. 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/roommate status, UW appointment/employment 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 notice period specified.
- B. 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 notice period specified.
- C. Lessee must provide the University Apartments Office, 611 Eagle Heights, written notification within 10 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.
- D. If Lessee is no longer eligible for University Apartments as defined in Item 2 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.
- E. 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 10.

6. DEPOSIT

- A. Lessee agrees the required \$300.00 deposit Lessee submits with this Lease shall be held by the Division until expiration or termination of this Lease. The deposit is subject to 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 mailed to Lessee within a reasonable period of time after the apartment check-out inspection.

7. RATES/PAYMENTS

- A. Lessee agrees to pay monthly rental rates as provided with the Lease offer and as available at <https://www.housing.wisc.edu/apartments/leasing/rates/> . 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 60 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 or Personal Account of the Lessee will also be paid on or before the first of the month. A \$10.00 fee will be added to any

balance remaining on Lessee's Lease Account due as of the close of business on the 5th day of each month, or the next business day if the 5th day falls on a holiday or weekend.

- C. Failure to satisfy all financial obligations accrued under this Lease may result in denial of issuance or transfer of grade transcripts; denial of enrollment; and/or eviction, pursuant to University rules and regulations governing the imposition of these sanctions. The Division further reserves the right to pursue all legal remedies for failure to satisfy all financial obligations accrued under this Lease.

8. UTILITIES/RESNET/CABLE TV SERVICE

- A. The Division agrees to provide Lessee with softened hot water, cold water, and a reasonable amount of heat when required as determined by State of Wisconsin Energy Conservation Guidelines.
- B. Lessee is responsible for providing electric and any telephone service to their apartment. Landline telephones may only be installed in designated locations.
- C. ResNet, the University Housing network/high-speed Internet provider, and Charter basic cable TV service are available in all apartments. 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. Lessee may not operate servers or other devices or services that make high demands upon the available bandwidth of ResNet. If Lessee's bandwidth usage negatively affects the network or others, Lessee must modify their use of ResNet. Failure to adhere to the requested modification of ResNet may result in termination of access to ResNet.
- D. Hacking or attempting to disrupt an electronic device, computing resource or network service may result in termination of access to ResNet 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.

9. LEASE RENEWALS

- A. 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.
- B. The Division will 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.
- C. 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 3 of this lease.

10. 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 the 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 terminate this Lease and pursue all legal remedies 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 terminate this Lease and pursue all legal remedies to expel Lessee from the premises as the result of actions by roommates, guests, sublessees, dependent children and other members of the immediate family which violate State or Federal law, or 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 written notice. 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 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 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 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 3 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 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 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.

11. 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 status, marital/domestic partnership/roommate status, or number of dependents or other legal dependents residing on the premises with Lessee, as required in Item 5 of this Lease.

12. SUBLEASING

- A. Lessee may 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 Sublease Policy, <https://media.housing.wisc.edu/documents/university-apartments/ua-sublet-forms.pdf> 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.

13. 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 <https://media.housing.wisc.edu/documents/university-apartments/ua-transfer-policy.pdf> 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 3 of this lease.

14. RENOVATION

The Division reserves the right to perform necessary renovations and/or temporarily or permanently reassign Lessee to another apartment due to renovation by providing at least 60 days written notice to Lessee.

15. WINDOW TREATMENTS, APPLIANCES AND FURNISHINGS

- A. The Division agrees to provide the following window treatments: window shades and rods for curtains or draperies.
- B. The following appliances are provided in the apartment: refrigerator and electric stove. In Eagle Heights, kitchen sinks are equipped with garbage disposals.
- C. Laundry equipment (clothes washers and dryers) are provided in shared, basement laundry rooms in Eagle Heights and in designated community laundry rooms in 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 3 bedroom and A.D.A units will 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.
- E. In Eagle Heights, personally owned air conditioners must be installed in University Apartments-provided air conditioner sleeves. In University Houses, air conditioners must be installed on the University Apartments-provided air conditioner stands.

- F. In the apartments designated as “Furnished” the following furnishings are provided: kitchen table or island table and chairs, living room chairs, couch, bookcases, end table and lamp, a bed, dresser, and bookcase in each bedroom.
- G. Waterbeds are not allowed in 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 Lessee’s waterbed.

16. 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.

17. REPAIRS AND MAINTENANCE, EXIGENT CIRCUMSTANCES

- A. The Division agrees to make necessary structural repairs and keep all furnishings provided Lessee in a reasonable state of repair. Repairs or maintenance performed by the Division will follow all applicable health and safety protocol. 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.
- 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 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.

18. 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 Lessee from the premises as the result of actions by roommates, guests, dependent children and other members of the immediate family 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 as real 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 labelled 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).
 - (2) Mechanical systems (e.g., heating/cooling thermostats). c. Appliances.
 - (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 UWPD University Apartments Community Officer prior to installing any personal Home Security or Monitoring systems within the Lessee's apartment. Any such Home Security or Monitoring systems 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.

19. 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 24 hour 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, 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 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 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.
- G. The Division reserves the right to schedule an inspection of Lessee's apartment prior to

20. PARKING

- A. Lessee agrees to follow all University Apartments parking policies.
- B. One parking stall is provided per apartment. Additional parking is available on a first-come first-served basis for a fee.
- C. Assigned and paid parking stalls are reserved for resident use only. Resident vehicles must be registered with the University Apartments Office and must display applicable parking stickers and/or permits at all times.
- D. Vehicles in assigned or paid parking stalls must be licensed and operable.
- E. Violations of parking policies may result in parking tickets and/or towing at the expense of the vehicle owner.
- F. Residents are responsible for shoveling snow from their parking stall(s).
- G. Use of automobile block heaters is not permitted.

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

21. 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 <https://media.housing.wisc.edu/documents/university-apartments/University-Housing-Emotional-Support-Animal-Policy.pdf> Approval for Emotional Support Animals must be obtained before the animal will be permitted in University Apartments.
- D. Approved animals must be humanely cared for, kept in a clean and odor- less 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 approved Assistance animals must cage or secure animals as requested by Division staff or contractors performing duties within the apartment in accordance with Items 17, 18 and 19 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.

22. COMMON AREAS AND COMMUNITY STANDARDS

- A. Smoking is only allowed within apartments in Eagle Heights that are in buildings designated as “smoking permitted”. Smoking is not permitted in any buildings in University Houses.
- B. Smoking in designated non-smoking common area or living space is not permitted. All smoking must be a minimum of twenty five (25) feet away from any University Apartments building.
- C. General quiet hours are to be observed after 10:00 p.m. and before 8:00 a.m.
- D. 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.
- E. 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, <https://media.housing.wisc.edu/documents/university-apartments/ua-storage-policy.pdf>
- F. Lessee is responsible for removing waste materials in accordance with University Apartments trash/recycling procedures.
- G. In buildings with private entrances, Lessees occupying second floor apartments are responsible for removal of snow from balconies and stairs.

23. 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 child care 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 12 of this lease. Lessee may not offer hotel or hostel housing arrangements for travelers or outside parties; ex. Airbnb.

24. 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 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 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.

25. 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."

26. ORAL AND ELECTRONIC 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 Eagle Heights and University Houses Lease. The entire Eagle Heights and University Houses 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.

27. 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 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 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 is injured by the Lessee and subsequently claims the University is liable for damages.

28. 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 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 7B of this Lease. The purchase of fire and liability insurance is strongly 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.

29. APARTMENT INSPECTION

When 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 and the Lessee, if present. Lessee is not required to be present at the check-out, but must follow current check-out procedures as provided in the Division's "Move Out Guide" <https://media.housing.wisc.edu/documents/university-apartments/UA-Move-Out-Guide.pdf> 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 subsequently required repairs or cleaning if the conditions requiring such tasks to be performed were clearly Lessee's responsibility.

30. LESSEE'S PROPERTY

The Division shall, without liability, have the right to immediately remove 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.