

LEASE

Owner: HSRE Marq LLC
LANDLORD: Marquette University
Agent: COCM

LEASED PREMISES:
2040 West Wisconsin Avenue _____ Unit # _____
Address
Milwaukee WI 53233
City State Zip Code

LANDLORD'S AGENT FOR COLLECTION OR RENT AND OTHER PAYMENTS

Office of University Apartments
1032 West Wisconsin Avenue
Milwaukee, WI 53233 (414) 288-7281
After Hours Maintenance Assistance: (414) 344-2040
Marquette University Police Department non-emergency: (414) 288-6800
Marquette University Police Department emergency: (414) 288-1911

TENANT:

_____ MUID _____

THE ABOVE-NAMED OWNER, LANDLORD, AGENT AND TENANT DO HEREBY AGREE AS FOLLOWS:

- 1. **PAYMENTS AND TERM OF LEASE.** Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the above described premises to be used only for normal residential purposes incidental to the provision of educational services provided by Marquette University, and said premises (the "Leased Premises") are not to be occupied by persons other than the Tenant. The "Leased Premises" constitute a dwelling unit operated incidental to the provision of educational services. No guests of the Tenant may occupy the Leased Premises in the absence of the Tenant or for more than five (5) days within any month of the term of this Lease or any renewals or extensions thereof without the prior written consent of Landlord or Agent and payment of additional rent. Landlord and Agent, by collecting said additional rent, do not waive their right to terminate Tenant's tenancy based upon a breach of the occupancy clause.

Commented [PR1]: I added this to make it clear that WI ATCP 134 does not apply, since this is student housing.

A. First day of Lease term: _____ B. Last day of Lease term: May 31, 2024 _____ Time: NOON

Requests for occupancy extensions prior to the lease start date or past the lease end date must be submitted in writing to the Landlord. Tenant may retain possession of the Leased Premises only with prior written consent of the Landlord. Unless prior written consent for an extension is given by Landlord, this Lease ends on the last day of the Lease Term, noted above, and failure to vacate on the last day by the stated time constitutes an unauthorized holdover. Extensions to the lease term are subject to all leasing obligations contained herein.

Tenant will be notified of move in time at least two weeks prior to taking occupancy.

If actual commencement of occupancy of the Leased Premises is delayed because of construction, or the holding over of a prior Tenant, Landlord shall not be liable to Tenant in any respect for such delay and this Lease shall remain in full force and effect, subject to the following: (1) The rent shall be abated on a daily basis during each and every day of such delay, and (2) in the event such delay continues for three or more days, Tenant may be relocated to a comparable unit. If such accommodations are made, Tenant shall not withhold rent for any period and this Lease shall remain in full force and effect during such time that the Tenant is occupying space on the Landlord's premises. If no accommodations for relocation can be made, Tenant may terminate the Lease by giving notice in writing to Landlord no later than the fifth day of such delay or inability to provide alternate accommodations, whereupon Tenant shall be entitled only to a refund of the housing deposit and any prepaid rent paid. The above-stated terms apply solely to events of holding over and construction delays, and specifically exclude items of cleaning or minor repairs which appear on the Apartment Inspection Checklist.

THERE IS NO AUTOMATIC RIGHT TO RENEW THIS LEASE FOR ANY SUBSEQUENT TERM.

- 1.1 The total amount of rent to be paid during the term of this Lease shall be \$ _____. By execution of this Lease, the Tenant agrees to pay the Landlord the total amount for the period of this Lease.
- 1.2 Rent charges are due in full prior to the start of classes each semester. **These charges will be billed to Tenant's Bursar account in installments, one installment before the beginning of each semester.** In lieu of full payment, Tenant may opt to make monthly installments by signing up for the Marquette Monthly Payment Plan (MMPP) administered by TuitionPay. Tenants electing to pay through MMPP will be charged an enrollment fee and are subject to late fees if payments are not received by the due dates, pursuant to the terms of the payment plan.
- 1.3 **Tenant authorizes Marquette to credit Tenant's financial aid directly to Tenant's Bursar account for payment of all charges incurred. If applicable, Tenant further authorizes Marquette University to credit Tenant's financial aid to Tenant's Bursar account for housing damage charges incurred and past due utility charges and fees incurred. Tenant may choose to rescind this authorization by submitting notice in writing to Marquette Central (marquettecentral@marquette.edu).**
- 1.4 Tenant shall be severally liable for the full amount of any payments due under this Lease and all other terms and conditions.
- 1.5 Upon execution of this Lease, Tenant paid a non-refundable housing deposit. This non-refundable housing deposit will be credited to Tenant's Bursar account.
- 1.6 Tenant shall pay the following utilities to the last day of the Lease term or extension thereof: electricity. In the event Tenant fails to pay any utility charges when due, then Agent, at Agent's option, may pay said past due utility charges and Tenant shall indemnify Agent upon billing for any amounts it shall pay on behalf of Tenant. Utility charges will be divided evenly among the Tenants occupying the Unit during the billing period. If Tenant fails to pay their utility charges within 20 days of charges being posted, the Agent may charge a late fee of 3% of the total amount of utility charge for that month.
- 1.7 The failure of Tenant to pay rent or any other charges when due is hereafter called a "Rental Default." The failure to comply with a covenant or rule or regulation which is to be performed or observed and followed by Tenant is hereafter called "Other Default." In case of Other Default, Landlord shall give Tenant written notice of such default requiring Tenant to remedy the default or vacate the premises on or before a date at least five (5) days after the giving of such notice.
- 1.8 Any amount due herein shall not be deemed to be paid until the check given therefore shall clear the bank upon which it is drawn. If Tenant's payment is made by check, and the check fails to clear the bank, a service charge of \$25.00 will be assessed. In addition, any Insufficient Funds Fee (NSF) charged by the banking institution will be assessed. If any amount due herein remains unpaid beyond the time payment is due, Tenant may be subject to late fees or finance charges, may be encumbered from academic registration, and may have academic transcripts and/or diplomas withheld.
- 1.9 Tenant attests that Tenant is executing this lease in good faith. Tenant intends to live in the leased premises for the duration of the lease term. Tenant has no present intent to assign or sublet the premises to any other person. Landlord and Agent reserve the right to terminate this lease if Tenant graduates, withdraws from Marquette University, otherwise ceases to be a full-time Marquette University student for any reason, or is placed on University Conduct Probation. Whether or not Landlord or Agent elects to terminate this Lease for breach by Tenant of this section, Tenant shall remain responsible for compliance with all provisions of this Lease, including but not limited to its financial obligations and its Rules and Regulations, regardless of Tenant's enrollment status with Marquette University unless expressly released by the Landlord or Agent in writing.
- 1.10 Tenant shall pay to Landlord, in addition to amounts due for rent or other charges, any sales tax if applicable.
- 1.11 Tenant may request to terminate this lease prior to its Start Date. Request must be in writing and in the form approved by Landlord. If approved, the Resident may incur a Cancellation Fee. A request to terminate prior to the Start Date will only be approved and is conditioned upon Landlord finding a replacement

Tenant which signs a lease on the same terms and conditions as the one being terminated. Landlord will make reasonable efforts to find a substitute tenant for cancellation request. Tenant may be held responsible for cost associated with marketing and leasing efforts to find the substitute tenant. Landlord has no obligation to accept the request for termination if a substitute tenant is not located or such substitute tenant does not execute a lease.

2. **DAMAGES**

- 2.1 Tenant shall have seven (7) days after date of occupancy to make an inspection of said premises and shall complete and submit the Apartment Inspection Report which is provided herewith listing therein, among other things asked for, any defects or needed repairs in or about the premises.
- 2.2 Tenant is responsible for giving notice to Agent of any required service. Tenant must report issues in a timely fashion through the designated work request website or requesting emergency service in person or via telephone.
- 2.3 Said premises shall be left by Tenant in a clean and undamaged condition, which cleaning shall include, without limitation, the windows, oven, refrigerator, dishwasher, microwave cabinets, fixtures, furniture, sinks, toilets, showers, bathtubs, walls and flooring and all carpeting. The cost or estimate of repairing any damage to said premises which is not listed in the Apartment Inspection Report shall be charged to Tenant's account at The Marq, as will the cost of restoring the premises to a clean and rentable condition, normal wear and tear excepted.
- 2.4 Landlord has disclosed any uncorrected building code or housing code violations of which Landlord is actually aware that affect the leased premises and that pose a significant threat to Tenant's health or safety at www.marquette.edu/apartments. By signing this lease, Tenant acknowledges that Tenant has reviewed this website and determined whether any such uncorrected building code or housing code violations have been disclosed by Landlord.
3. **OBLIGATIONS OF TENANT.** During the Lease term, as a condition to Tenant's continuing right to use and occupy the premises, and in addition to other obligations imposed upon Tenant by law and by this Lease, Tenant agrees as follows:
- 3.1 **Pets.** Pets or any animals are prohibited from being brought into the Property unless permitted pursuant to a Pet Addendum attached to this Lease. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Additionally, a list of prohibited pets is included in the Pet Addendum and are listed as "Restricted Pets". Notwithstanding the foregoing, nothing herein shall be construed to prohibit registered service animals or assistance animals in the Property. In the event of a violation of this rule, \$500 fine shall be assessed against the resident, and Landlord, at its discretion, may declare the Resident in default. Resident shall be responsible for all damages incurred by pets. Any unauthorized pets must be removed from the premises immediately Landlord may notify the authorities of the existence of any unauthorized animal and ask the authorities to remove the animal. However, Landlord will not notify the authorities until the expiration of a one day's written notice. Under no circumstance can the number of pets in a single apartment exceed the number of tenants of such apartment. Violation of this policy is a material breach of the lease and may subject Tenant to eviction in accordance with the terms of this Lease and all applicable Wisconsin laws.
- 3.2 **Assistance animals and emotional support animals.** A Tenant who keeps an Animal shall accept liability for damage to the premises caused by the Animal. A Landlord can deny a Tenant the ability to keep an Animal if: (a) The Tenant is not disabled, does not have a disability-related need for the Animal, or fails to provide the necessary documentation; (b) Allowing the Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord; (c) The specific Animal poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation; (d) The specific Animal would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation. Animal must be registered with and approved by Marquette University's Office of Disability Services and meet requirements of handler agreement. Tenant must fill out handler agreement with Office of Residence Life for Animal.
- 3.3 **Use restrictions.** Tenant shall not use the Premises, or cause or authorize any other person to use the Premises, for any immoral or unlawful purpose or for any purpose that will, in the sole judgment and discretion of the Landlord, injure the reputation of the Premises or of the building of which the Premises are a part. If the Tenant observes illegal behavior being committed in the Premises by others, Tenant shall notify the Marquette University Police Department or other law enforcement as soon as it is safe to do so, or may, depending on the facts and circumstances, be deemed to have caused or authorized such behavior. Tenant expressly acknowledges and agrees that Tenant's use, or authorization of use, of the Premises contrary to this section is a material breach of this Lease and entitles the Landlord to seek all remedies available under law, including but not limited to eviction. Tenant shall not use or keep in or about the premises any article or thing which would in any manner increase the risk of fire, or conflict with any fire laws or regulations of the fire department, or increase the rate of any insurance on said building or on any property or equipment situated inside said building. Tenant shall not bring firecrackers or explosives into the building or apartment. Torchier-style halogen lamps are not permitted. Tenant shall not permit the premises to be used for the operation of any business. Tenant shall not remove from the premises any furniture or appliances provided by Landlord.
- 3.4 **Landlord not liable for property damage or loss.** Tenant expressly agrees that Owner, Landlord, and Agent shall not be liable to Tenant or others, including Tenant's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than the negligent acts of Landlord. **It is the responsibility of the Tenant to provide insurance for their personal property.**
- 3.5 **Landlord not liable for personal injury.** Tenant expressly agrees that Owner, Landlord, and Agent shall not be liable for any injuries to the person of Tenant or others, including Tenant's occupants, guests and invitees, from any cause whatsoever other than the negligence of Landlord. It is the responsibility of the Tenant to provide insurance for their liability covering the Leased Premises.
- 3.6 **Tenant to keep premises clean and in good repair.** Tenant shall keep the premises in a clean, tenantable condition and in as good repair as at the beginning of the Lease term, normal wear and tear excepted.
- 3.7 **Tenant financially responsible for acts and breaches of Lease by Tenant and Tenant's occupants, guests and invitees.** Tenant shall be financially responsible for all intentional and negligent acts or breaches of this Lease **or the Rules and Regulations** by Tenant, Tenant's occupants, guests and invitees. Tenant shall be liable for all damage to the premises and appliances and equipment belonging thereto, including common areas in any way caused by the acts of Tenant, Tenant's occupants, guests and invitees.
- 3.8 **No noise or disturbance allowed.** Tenant, Tenant's occupants, guests and invitees shall not become intoxicated, disorderly, harass or solicit residents, their guests, or others, create or cause any odors or create or permit any unnecessary, unreasonable or improper noise or disturbance in or about the premises or the building of which the premises are a part, including, and not by way of limitation, the operation of a radio, television set, stereo, amplifier, subwoofer, or playing of a musical instrument or singing in a manner or at times which might be objectionable to other Tenants. Kegs of beer, other large volume containers, or any bulk quantity of alcoholic beverages are not permitted.
- 3.9 **Smoking is prohibited.** Smoking tobacco, marijuana, and/or the use of e-cigarettes or other devices which emit smoke, vapor, or odor is not permitted in any section of premises apartments, including student bedrooms, hallways, stairwells, and other common areas. Smoking is also prohibited within 25 feet of a premises apartment building entrance. Tenant expressly acknowledges and agrees that Tenant's breach of this section 3.9 is a material breach of this Lease and entitles the Landlord to seek all remedies available under law, including but not limited to eviction. Tenant will be charged up to \$250.00 for smoking in apartments (observable by sight or smell) at any time during the Lease Term.
- 3.10 **Garbage disposal and recycling.** All refuse and waste shall be routinely and frequently removed from the premises and deposited in trash bags in trash chutes in designated areas only. Trash shall not be placed on the ground or in full dumpsters. Tenant shall not litter or place any trash in or about the Building. Tenant shall comply with any recycling rules, regulations and ordinances imposed. Landlord and/or Agent may charge Tenant for inappropriate disposal of trash.
- 3.11 **Assignment and subletting.** Tenant may not assign this Lease nor sublet all or any part of the premises without Landlord's prior written consent. In no event shall Tenant be allowed to assign this lease or sublet all or any part of the premises to anyone other than an enrolled Marquette University student. Tenant is

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prohibited from contracting access to the premises through rental sites like Airbnb. Violation of this policy is a material breach of the lease and may subject Tenant to eviction in accordance with the terms of this Lease and all applicable Wisconsin laws. Violations of this policy may result in fines assessed to the Tenant of up to \$1000 per day of violation.

- 3.12 **Written consent needed for altering or decorating.** Tenant shall not alter or decorate said premises in manners including, but not limited to, painting and wallpapering. If Tenant alters the premises, the cost of removal and repair shall be at the expense of Tenant.
- 3.13 **Tenant liable for damage by fastening to Leased Premises -- nothing to be attached to exterior.** Tenant shall not drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings, floors, partitions or woodwork of said premises, or allow same to be done without prior written consent of Landlord. Tenant shall not hang any adhesive light strips in the premises. Tenant may use regular picture hangers when hanging pictures on walls only if the holes are patched prior to termination of the Lease. In any case Tenant agrees to be responsible for any damage done and will pay for same. **GUMMED OR ADHESIVE HANGERS ARE NOT TO BE USED.** Nothing whatsoever shall be attached or affixed to the exterior of said premises, whether permanent or otherwise, without prior written consent of Landlord. Landlord is hereby authorized to remove, at the expense of Tenant, anything so attached or affixed without said written consent.
- 3.14 **Tenant's interference or tampering with building apparatus/controls prohibited.** Tenant shall not meddle with or interfere in any way with any part of the heating, lighting, plumbing, electrical, security cameras, smoke and fire detection or other life safety devices, refrigerating or laundry apparatus or controls in or about the Leased Premises or the building containing said equipment. No radio or television wires, aerial or connection shall be installed, placed on, or attached to the Leased Premises without the prior written consent of the Landlord or Agent. The Landlord and Agent are authorized to remove, at the expense of the Tenant, any such apparatus erected without such written consent.
- 3.15 **Conservation and minimum heat.** Tenant shall use best efforts to conserve water, heat and electricity and shall report HVAC issues, leaks, running toilets and faucets to Landlord as soon as practical after observation. Tenant shall maintain the premises thermostat at a temperature of at least 67 degrees Fahrenheit at all times.
- 3.16 **AIR QUALITY/MOISTURE CONTROL.** Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the unit. To prevent or minimize the occurrence and growth of mold, Tenant hereby agrees as follows: Tenant shall remove any visible moisture accumulation in or on any surfaces within the unit, including on walls, windows, floors, ceilings, and bathroom fixtures and to mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and to keep climate and moisture in the unit at reasonable levels. Tenant shall clean and dust the unit regularly and shall keep the unit (particularly the kitchen and bathroom), clean and dry. Tenant shall promptly notify Agent in writing of the presence of any of the following conditions: a water leak, excessive moisture, or standing water inside the unit or any common areas; mold or mildew growth in or on the unit that persists after Tenant has tried to remove it with household cleaning solution, such as Lysol or Pine-sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach; a malfunction in any part of the heating, air-conditioning, or ventilation system in the unit. Tenant shall be liable to Agent for damages sustained to the unit or to other Tenant's person or property as a result of Tenant's failure to comply with these terms. Candles, incense, and hookahs are prohibited in all areas of the Residential Facility.
4. **OWNER, AGENT, and LANDLORD'S RIGHTS.** In addition to other rights provided for pursuant to this Lease or by law, Landlord shall have the following rights:
- 4.1 **Right to regulate telephone, television and electrical outlet installation.** Tenant may not complete any wiring work to apartment or premises.
- 4.2 **Right to enter premises.** Landlord and Agent reserve the right to enter the Leased Premises at any time for the amount of time reasonably required for the purpose(s) of inspecting the Leased Premises, making repairs, or showing the premises to prospective tenants. Any entry will be at reasonable times. For general building maintenance, advance notice of at least 12 hours will be provided. A Tenant's request for work order grants permission to Landlord to enter and complete the work. Any issue that involves a health or safety emergency will be responded to as quickly as possible. Maintenance will knock before any entry into the Leased Premises to complete repairs. This is a material term of this Lease, and Tenant expressly acknowledges and agrees that Tenant's failure or refusal to permit entry to the Leased Premises for any urgent repair is a material breach of this Lease and entitles the Landlord or Agent to seek all remedies available under law, including but not limited to eviction.
- 4.3 **Right to dispose of property left on premises.** If the Tenant shall leave any property on the premises after vacating or abandonment of the premises, including after being removed by eviction, Tenant shall be deemed to have abandoned the property, and Landlord and/or Agent shall have the right to dispose of the property as provided by law. Prescriptions, medical equipment, and any other item required by statute to be temporarily kept, will be kept for seven (7) days from date of discovery of prescriptions or medical equipment.
- 4.4 **Right to settle or refer disputes between tenants.** Any dispute which shall arise between Tenant and other tenants of the same property, in the matter of the use of the premises or any part thereof, shall be submitted to the judgment of Landlord whose decision shall be final between them. The Landlord reserves the right to document and refer disputes and actions to the Marquette University conduct process if it is deemed a violation of lawful orders and/or the rules and regulations of any and all governmental and University authorities. This clause does not limit Tenant(s) from seeking remedies in the court system for claims against another Tenant, but Landlord shall be held harmless by Tenant(s) for and against any claims, liabilities, or demands arising out of or in any way pertaining to said claims between Tenants.
- 4.5 **Electronic delivery.** Landlord and Agent may provide and indicate agreement via electronic communication (email, text, fax) for any of the following:
- Copies of the rental agreement
 - Documents related to the rental agreement
 - Security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund
 - Documents relating to the accounting for and disposition of the security deposit and security deposit return
 - Promises made to clean, repair or improve the premises prior to entering into the rental agreement
 - Notice to enter to inspect, make repairs, or show the unit at reasonable times and with advance notice
5. **DUTY TO OBSERVE RULES.** Tenant shall observe and comply with the Rules and Regulations established by Landlord, a copy of said Rules and Regulations being attached hereto and incorporated herein by reference. Landlord reserves the right to amend said Rules and Regulations at any time upon 14 days written notice to Tenant. Tenant agrees to observe and comply with all such rules, as written and as amended from time to time, and any violation of any Rules or Regulations shall be deemed to be a breach of this Lease. Tenant agrees that all rules promulgated by Landlord shall be and hereby are made a part of this Lease. For specific information regarding University policies for which Tenant will be held responsible review the [At Marquette Student Handbook](#).
6. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Subject to Wisconsin Law, in the event that the Leased Premises suffers casualty loss or damage as a result of fire or other casualty, and in the event that, as a result of said loss or damage, the Leased Premises are rendered uninhabitable, and in the event the premises may be restored or the damages repaired, this Lease and the liability for rent shall continue, except that said liability for rent shall be abated during any period of repair or reconstruction. In the event the premises cannot be repaired within sixty (60) days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. Said liability for rent shall not abate if the loss, damages or injury to the Leased Premises is caused by the negligence of Tenant, Tenant's occupants, guests or invitees.
7. **SURRENDER AT TERMINATION.** Upon termination of this Lease, whether by the lapse of time or otherwise, Tenant shall surrender the Leased Premises to Agent, maintained in the manner herein required. If Tenant retains possession of the Leased Premises or any part thereof after the termination of this Lease, whether terminated by lapse of time or otherwise, then in addition to its other rights and remedies provided by law, Agent, at its sole discretion, may elect to treat such retention of possession as constituting a renewal of this Lease, and so bind Tenant, on a month-to-month basis on the same terms and conditions as expressed herein, except that the monthly rent shall automatically be increased to twice the rent in effect for the month immediately preceding the commencement of the holding over. The provisions of this paragraph do not exclude Agent's rights of re-entry or any other rights or remedies provided or allowed by law herein.

8. **MISCELLANEOUS PROVISIONS.**

- 8.1 **Loss or Damage.** Owner, Landlord, and Agent shall not be liable for any loss or damage not caused by Agent or Landlord's negligence which Tenant may sustain from: (a) Theft or burglary in or about the premises; (b) Delay or interruption in any service; (c) Fire, water, rain, frost, snow, gas or odors or fumes from any source whatsoever and from injury or damage caused by leaking or bursting of pipes or failure or backing up of sewer drains and pipes; (d) Any injury to any person or damage to any property; (e) Failure to keep said premises and appliances and equipment therein in good repair.
- 8.2 **Security.** Any security devices or services provided by Landlord or others either directly to the Leased Premises or for the rental complex of which the Leased Premises are a part are provided strictly at option of Landlord and Owner, Landlord, and Agent shall not be responsible for any losses to Tenant which may result in any way due to a breakdown or a discontinuance of said system, or a failure to repair the same. No contract for, or obligation to provide, a security service is created by this Lease. Tenant hereby indemnifies and holds harmless Owner, Landlord, and Agent from any claims, losses, liabilities, or demands arising out of or in any way pertaining to security services provided by others.
- 8.3 **Consent of Landlord and Agent.** The consent or approval by Landlord and/or Agent to or of any act by Tenant requiring consent or approval shall not be deemed to waive or render unnecessary Landlord or Agent's consent or approval to or of any subsequent or similar act by Tenant.
- 8.4 **Severability.** The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provisions.
- 8.5 **Headings.** The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 8.6 **Successors.** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, personal representatives, successors, beneficiaries and assigns.
- 8.7 **Tenant Information.** If Tenant supplied information to Landlord by means of a rental application or similar instrument, Tenant warrants and represents that all such information was given voluntarily and knowingly by Tenant, and, if such information proves to be false or misleading, acknowledges that Landlord shall have the right to immediately terminate this Lease, in which event Tenant shall immediately surrender the premises to Landlord. Tenant must be at least eighteen (18) years of age to legally enter into this Lease and meet one of the following three criteria: be at least two (2) years out of high school, be twenty-one (21) years of age or older, or be expressly released by the Office of Residence Life from the Marquette University requirement to live in a residence hall. Tenant represents and warrants that he/she is a full-time student at Marquette University and that Tenant intends to maintain such status during the entire term of the Lease. If Tenant ceases to be a full-time student at Marquette University, for any reason whatsoever, this Lease may be terminated at the option of the Landlord. Whether or not Landlord elects to terminate this Lease for breach by Tenant of this section, Tenant shall remain responsible for compliance with all provisions of this Lease, including but not limited to its financial obligations and its Rules and Regulations, regardless of Tenant's enrollment status with Marquette University. Tenant may only share units with members of the same gender. No mixed-gender units will be permitted on the Landlord's premises, without proof of marriage.
- 8.8 **PACKAGE RELEASE.** Tenant authorizes Agent and Landlord to accept or reject packages, parcels, and deliveries on behalf of Tenant. Tenant hereby acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Tenant agrees to hold Agent and Landlord free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such packages, parcels or deliveries are not claimed within seven (7) days, they may either be returned to the sender or discarded as Agent or Landlord deems appropriate. Tenant reserves the right to enroll in 3rd party package locker program. Package storage duration and fees will be governed by the package locker vendor. Tenant agrees to indemnify Owner, Agent, and Landlord from any disputes as it relates to the 3rd party service.
- 8.9 **CELLULAR/WIRELESS INTERNET SERVICE RELEASE.** Tenant acknowledges that the Owner and Agent do not guarantee any specific cellular or wireless internet signal levels will be available in all areas of the Residential Facility. Lack of signal does not satisfy the requirements for Lease Release or a room assignment change.
- 8.10 **MISSING PERSONS POLICY.** Under federal law (The Higher Education Opportunity Act), the Tenant has the right to confidentially register the name and contact information of an individual that Tenant would like to be contacted (within twenty-four (24) hours) if it is determined that Tenant is missing from the Residential Facility and/or Tenant's whereabouts are unknown for a period of twenty-four (24) hours or more
- 8.11 **Notice of Domestic Abuse Protection.** A tenant has a defense to an eviction action if the tenant can prove that the landlord or Agent 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:
- (a) A person who was not the tenant's invited guest.
 - (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
 - 1. Sought an injunction barring the person from the premises.
 - 2. 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.
- 8.11.1 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.
- 8.11.2 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.
- 8.12 **General.** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Landlord and Tenant. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Lease. Each Tenant warrants that he or she is of legal age to enter into this Lease. Time is of the essence with respect to the performance of all obligations of Tenant stated herein.
- 8.13 **RECOMMENDED MENINGITIS VACCINE FOR RESIDENTS.** It is highly recommended that all students who will be living in a dormitory or other congregate housing receive a dose of quadrivalent meningococcal vaccine. Students should comply with the standards established by the Marquette University Medical Clinic.
- 8.14 **Bedbug prevention and treatment protocol.** Marquette University ("Landlord") has a comprehensive plan of action to follow when we encounter bedbugs in our residential communities. Following a systematic plan will ensure that infestations are mitigated quickly and will protect other tenants, family members, and guests in the community, as well as minimize the expense for both the Landlord and the tenants. Every effort is made to protect tenants from any social embarrassment associated with having a bedbug infestation. Because self-treatment poses extreme dangers to tenants and family, the university engages a licensed pest management professional to respond to and treat infested apartments. Without the full cooperation of the tenant, this treatment program will not be successful. Because a pest management professional is involved in the eradication plan, we require tenants to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Integrated pest management requires that the Tenant, Landlord and pest management professional work together. Breach by the tenant of the obligations set forth in this protocol may result in termination of tenancy or financial penalties or both.
- Landlord and Tenant(s) are aware of the potential for bedbug infestations and will cooperate throughout the tenancy to prevent and to remediate potential infestations. **In the event an infestation is identified, Tenant shall be responsible for paying half of the cost of the initial inspection and half of the cost for each treatment; provided, however, that, if after a treatment another infestation is identified and is reasonably determined to have resulted from Tenant's failure to adhere to the terms of this agreement, Tenant will be responsible for the full cost of any subsequent treatments.**
- Landlord contracts with a pest management professional to inspect all units prior to Tenant(s) assuming occupancy and represents that there is no bedbug infestation.

Tenant(s) represents that all furnishings and personal property to be stored, permanently or temporarily, on the premises by Tenant are, and will be, to the best of Tenant's knowledge free of bedbugs.

Tenant(s) hereby agree to adhere to the list of responsibilities set forth below for the duration of the tenancy:

Source of Infestation. Tenant shall not knowingly or negligently be the source of an infestation of the premises. Tenant may be deemed by Landlord to be negligent in this regard if Tenant fails to take reasonable steps under the circumstances to confirm the absence of bedbugs in furniture, clothing, luggage, shoes, and other personal belongings before bringing them to the premises. In addition, Tenant shall inspect beds, bedding and upholstered furniture for signs of bedbug infestation within twenty-four (24) hours of a guest visit.

Duty to Report. Tenant is required to report any insects identified within the premises immediately to Landlord, whether or not Tenant is able to identify the insect as a bedbug or as another type of insect. Even a few bedbugs can multiply rapidly to create a major infestation that can spread to other units. Landlord will schedule an inspection within 24 hours of Tenant making the report and will then be given access to the Leased Premises for inspection.

Mandatory Cooperation. Tenant shall cooperate with all pest control efforts undertaken by the Landlord, whether or not Tenant agrees that bedbugs are present in Tenant's apartment or such efforts are purely preventive in nature. If the Leased Premises or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem in all affected units.

Bed Bug Treatment. If the Landlord reasonably determines that bedbugs are present in Tenant's apartment or that preventive treatments are necessary to control bedbug infestations in other apartments, Tenant agrees to complete the treatment preparation sheet that will be provided in the event of an infestation. In addition, Tenant must comply with recommendations and requests from the pest management professional prior to treatment, which include but are not limited to:

- a. Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.
- b. Heavily infested mattresses are not salvageable and will be sealed in plastic and disposed of properly. Call Landlord for removal and disposal. Empty dressers, night stands and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items. Used plastic bags must be disposed of properly.
- c. Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.
- d. Move furniture toward the center of the room (12-16 inches away from the walls) so that pest management professionals can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces.

Property Insurance. Tenant acknowledges that the Landlord is not liable, except as a result of its negligence, for any loss of personal property belonging to the Tenant, as a result of an infestation of bedbugs or Tenant's compliance with Tenant's duties or obligations. Tenant understands that Tenant may obtain personal property insurance to cover such losses to the extent that Tenant deems such coverage necessary or appropriate.

Default. Any default of the Lease by Tenant shall entitle Landlord to pursue all rights and remedies available under this agreement, the Lease, or applicable law including, but not limited to, taking action to terminate the Tenant's right to possession of the premises. The following will be considered material non-compliance of the Lease:

- a. Any misrepresentation by the Tenant in this Lease.
- b. Failure to immediately notify the Landlord of the presence of bedbugs.
- c. Refusal to allow the Landlord to inspect the premises.
- d. Refusal to execute the treatment preparation sheet.
- e. Failure to adequately prepare for treatment in the reasonable discretion of the pest control professional.
- f. Any action by Tenant that prevents effective pest control treatment of the premises.

9. **DEFAULT**

If Tenant breaches any terms and conditions of the Lease or fails to pay any installment of rent or other charges when due, Landlord may give Tenant written notice of the default, served upon requiring Tenant to cure the default or pay the rent or other charges due or vacate the premises on or before a date at least five (5) days after the service of the notice and, if Tenant fails to comply with the notice, Landlord may institute action to evict Tenant from the Leased Premises without limiting the liability of Tenant for the rent or other charges due or to become due under this Lease. If Tenant receives a notice to cure a non-rent default and informs the Landlord within five (5) of the reasonable steps taken to cure the non-rent default, Tenant may be deemed to be curing the breach.

No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises, will reinstate, continue or extend the term of this Lease or affect or constitute a waiver of Landlord's rights pursuant to any notice, demand or suit.

All rights and remedies of Landlord will be cumulative, and none will exclude any other right or remedy allowed by law or equity, and all rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion therefore arises. The failure or forbearance on the part of Landlord to enforce any of its rights or remedies in connection with any default will not be deemed a waiver of the default, nor a consent to any continuation thereof, nor a waiver of the same default at any subsequent date. Any action taken by Landlord under the provisions of this Lease, or to enforce the provisions of this Lease, or to declare a termination of Tenant's interest under this Lease, or to repossess of the Leased Premises, will not release or relieve Tenant from its continuing obligations hereunder, including Tenant's continuing obligation to make all payments required under this Lease.

10. **LIENS OR SALES.** Landlord may encumber the Leased Premises and/or the apartment community by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Tenant herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute constructive eviction of Tenant and Tenant agree(s) to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Tenant, as Tenant, and such purchaser as Landlord. Any sale of the apartment community or any part thereof shall not affect this Lease or any of the obligations of Tenant hereunder, but upon such sale Landlord shall be released from all obligations hereunder and shall look solely to the new owner of the apartment community for the performance of the duties of Landlord hereunder from and after the date of such sale.

11. **DEFINITION OF Owner, Landlord, Agent, AND Tenant.** The terms "Owner", "Landlord", "Agent" and "Tenant" when used herein shall be taken to mean either singular or plural, masculine or feminine, or as the case may be, and the provisions of this Lease shall bind the parties, their heirs, personal representatives, successors, assigns, occupants, guests, and invitees. Notwithstanding the provisions of the preceding sentence, if Owner, Landlord, or Agent transfers its interest in the premises or to this Lease, the party shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

Additional Provisions

1. **TENANT MAY NOT DUPLICATE ANY KEYS. ALL ADDITIONAL KEYS MUST BE OBTAINED FROM AGENT.** Tenant shall not change or add any locks or provide keys/key fobs to non-apartment occupants. In the event Tenant fails to return ALL keys, key fobs, and pass/key cards obtained from Agent within 24 hours after surrendering the premises, ALL costs of re-keying or replacing said locks shall be paid by Tenant upon billing. All keys, upon surrendering the premises, must be returned in person to the Landlord or Agent. Failure to return keys in this manner may result in additional billing, including but not limited to an improper checkout fee and rental charges.
2. The streets, sidewalks, and entrances shall not be obstructed in any way or used by Tenant for any purpose other than for ingress or egress.
3. FOR THE COMFORT, CONVENIENCE AND BENEFIT OF ALL TENANTS, AND TO ENSURE PROPER USE AND CARE OF THE PREMISES TENANT SHALL COMPLY WITH ALL THESE RULES AND REGULATIONS AND SHALL NOT BE PERMITTED TO:
 - a. Allow any sign, placard, advertisement or notice to be displayed either inside or outside the building without the Landlord's prior written consent.
 - b. Allow any item to be thrown or dropped from windows or balconies, or to throw or sweep dirt out of the building, beat or shake rugs upon or from any window, balcony, door or any other opening.
 - c. Cover or obstruct any window, or appliances (stove), door or transom with foil, sheets, blankets, or any other items not approved in writing by Landlord. Tenants may hang window drapes with a white background provided they restore the walls to their prior condition upon vacating.
 - d. Do laundry work except in rooms provided for that purpose under conditions designated by Landlord.

Commented [PR4]: I am concerned that the changes, as originally written, may violate Wis. Stat. 704.44

e. Allow water to run except when in actual use.

4. The following items are strictly prohibited in the Leased Premises:
 - a. Grills of any kind;
 - b. Weights or heavy exercise equipment;
 - c. Waterbeds or other water furniture; or
 - d. Natural Christmas trees.
5. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes or other similar articles shall be taken in or removed through the doors of the building, and all damage to the building caused by the moving or carrying of articles shall be paid by the Tenant. Riding of bicycles, tricycles, skateboards, etc. inside the building is not permitted. Nor shall any of said items be permitted to be stored in halls, landings, or in basements. Tenant shall not obstruct entrances, stairs, exits, elevators, driveways, walks, fire escapes or other public areas. Items that are not permitted to be stored inside apartment buildings include hoverboards, electric and gas-powered scooters, or other transportation devices with rechargeable batteries.
6. Tenant will pay for the cost to replace all damaged electric bulbs, shades, or fixtures with the same quality and design and for the damage to floors, doors, sills, walls, counters, or other parts of premises.
7. Tenant will at all times keep the windows neat and clean. Tenant shall not remove or tamper with screens or window glass and shall keep the screens, blinds and glass in good repair. Tenant shall pay for the cost to replace any broken glass, blinds or screens with equal quality and size as any that may be broken.
8. Availability and use of recreational facilities, landscaped areas, drives, walks, other common areas, lockers, storeroom, wash machine, dryer or storage space in the building used by the Tenant is furnished gratuitously and is not a part of the Leased Premises. The Owner, Landlord, and Agent shall not be responsible for any loss or damage to any property, or to any person making use of the same. Tenant, in making use of such spaces, does so at their own risk.
9. The sinks and toilets, stoves and refrigerators, dishwashers and garbage disposals, shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, disposable diapers, sanitary napkins, tampons, ashes or other obstructive substances shall be thrown therein, nor shall metal, string, grease, coffee grounds, nut shells, glass, olive or fruit pits, corn cobs, paper, bones, cigarettes, or any non-food item be placed in any garbage disposal. Tenant will only flush feces, urine, and toilet paper down the toilet drain to prevent sewer back up. Any damage resulting to them from misuse of any nature or character whatever shall be paid by Tenant. Washers or dryers or additional stoves or refrigerators are not permitted without Agent or Landlord's prior written consent.
10. Tenant shall not go onto or store anything on any roof, balcony, window ledges, or other exterior spaces.
11. Tenant shall supply and use a shower curtain and shall be responsible for preventing damage from leaking or standing water.
12. Tenant shall not install or operate any air conditioners, hot plates, machinery, or heating devices in the building or apartment without the written consent of Landlord or Agent. Microwave cooking devices are not permitted to be used on any electric circuit with an inadequate amperage rating or protection for the device. Electric extension cords shall not be used in violation of the City of Milwaukee Building Code or in such a manner as to connect electrical devices for which the total amperage draw exceeds the amperage rating or protection of the electric circuit.
13. Tenant shall not solicit, canvass or conduct any door-to-door activities in the building.
14. Landlord reserves the right, and at the demand of the City of Milwaukee Department of Building Inspection to restrict one occupant per bedroom when necessary.
15. THE TENANT AGREES TO NOTIFY THE LANDLORD IMMEDIATELY IN WRITING IF ANY SMOKE DETECTOR IS NOT OPERATING PROPERLY. TENANT UNDERSTANDS THAT DISARMING, REMOVING BATTERIES OR TAMPERING WITH ANY SMOKE DETECTOR IN ANY MANNER IS ILLEGAL AND SHALL CONSTITUTE A BREACH OF THIS LEASE AND TENANT IS SUBJECT TO MAXIMUM PENALTY PERMISSIBLE BY LAW. TENANT SHALL REPLACE BATTERIES AS NECESSARY SO THAT THE LEASED PREMISES IS EQUIPPED WITH OPERABLE SMOKE DETECTORS THROUGHOUT AND AT THE TERMINATION OF THE LEASE TERM.
16. TENANT AGREES TO NOTIFY THE LANDLORD IMMEDIATELY IN WRITING IF ANY FIRE SPRINKLERS APPEAR TO HAVE PHYSICAL DAMAGE OR NON-OPERABLE. TENANT UNDERSTANDS FIRE SPRINKLERS ARE NOT TO BE TAMPERED WITH. TENANT IS NOT PERMITTED TO HANG ANY ITEMS FROM FIRE SPRINKLER OR SPRINKLER PIPES AND WILL BE LIABLE FOR ALL DAMAGE RELATED TO FIRE SPRINKLER DISCHARGE DUE TO MISUSE.
17. TENANTS MAY ONLY POSSESS FIREARMS PERMITTED UNDER WISCONSIN STATUTE SECTION 175.607 AND OTHER APPLICABLE STATE LAWS IN THE LEASED PREMISES. SHOTGUNS, RIFLES AND OTHER LONG GUNS MAY BE STORED, FREE OF CHARGE, WITH MUPD. PLEASE CONTACT MUPD AT 414-288-6800 FOR MORE INFORMATION ON THIS SERVICE.

FIREARMS PERMITTED PURSUANT TO THIS LEASE MUST EITHER BE WITHIN THE IMMEDIATE CONTROL OF THE TENANT OR MUST BE STORED IN ACCORDANCE WITH THIS LEASE TO PREVENT ANY OTHER TENANT, INVITEE, OR AUTHORIZED OR UNAUTHORIZED PERSON IN THE LEASED PREMISE FROM GAINING ACCESS TO THE FIREARM. STORED FIREARMS MUST BE LOCKED WITH EITHER A CABLE-LOCK OR A TRIGGER-LOCK AND STORED IN A LOCK BOX OR GUN SAFE THAT:

- A. IS CONSTRUCTED OF HIGH-GRADE METAL;
- B. HAS A LOCK SYSTEM CONTAINING A MECHANICAL OR ELECTRONIC LOCK, AND THE LOCK IS PROTECTED BY A DRILL-RESISTANT PLATE;
- C. HAS DOOR HINGES PROTECTED TO PREVENT THE REMOVAL OF THE DOOR (E.G. HINGES THAT ARE NOT EXPOSED TO THE OUTSIDE);
- D. BE CAPABLE OF REPEATED USE;
- E. BE LOCKED AT ALL TIMES THE PERMITTED FIREARM IS IN THE LOCK BOX OR GUN SAFE.

IMPLYING POSSESSION OF, THREATENING TO USE, DISPLAYING TO ANY OTHER PERSON, BRANDISHING, USING OR DISCHARGING A WEAPON IN THE LEASED PREMISES FOR ANY REASON EXCEPT LAWFUL SELF-DEFENSE OR DEFENSE OF OTHERS IS PROHIBITED. TENANTS MUST TIMELY REPORT ANY VIOLATION OF THIS LEASE, OR MARQUETTE'S WEAPONS POLICY (<http://www.marquette.edu/weapons-policy>) TO THE OFFICE OF RESIDENCE LIFE. TENANT ACKNOWLEDGES THAT THIS RULE GOES TO THE ESSENCE OF THE LEASE AND THAT THE LANDLORD INTENDS TO STRICTLY ENFORCE EACH OF ITS OBLIGATIONS AND EXERCISE ALL RIGHTS AVAILABLE TO LANDLORD AS A RESULT OF ANY VIOLATIONS. TENANTS ARE ALSO ADVISED THAT ANY VIOLATIONS OF THIS RULE MAY SUBJECT TENANTS TO ADDITIONAL ACTION BY MARQUETTE UNIVERSITY AS A RESULT OF TENANT'S STUDENT, EMPLOYEE, AND/OR OTHER RELATIONSHIP WITH THE UNIVERSITY.

ALL OTHER WEAPONS ARE PROHIBITED IN THE LEASE PREMISE. FOR THE AVOIDANCE OF DOUBT, WEAPONS ARE THOSE DEFINED IN MARQUETTE'S WEAPONS POLICY <http://www.marquette.edu/weapons-policy>

THE UNDERSIGNED HAS READ THE FOREGOING LEASE AND AGREES TO ABIDE BY ITS TERMS AND CONDITIONS AND HAS READ THE RULES AND REGULATIONS SET FORTH AND AGREES TO ABIDE BY THEM AS A PART OF THE LEASE. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE LANDLORD HAS MADE NO PROMISES ABOUT THE CLEANING, REPAIRING OR OTHERWISE IMPROVING THE APARTMENT, OTHER THAN DELIVERY OF APARTMENT IN A CLEAN AND TENANTABLE CONDITION. IT IS UNDERSTOOD AND AGREED THAT LANDLORD SHALL BE ALLOWED TO ADD ANY OF THE ABOVE-REFERENCED CHARGES WHICH REMAIN UNPAID AFTER TENANT(S) SURRENDER(S) THE LEASED PREMISES TO THE TENANT'S BURSAR ACCOUNT, IN ADDITION TO OTHER UNPAID CHARGES OR OTHER OBLIGATIONS PROVIDED FOR IN THE LEASE.

Tenant Print Name

Date

Agent for Landlord, Marquette University

Date