SOUTHWEST WISCONSIN TECHNICAL COLLEGE & SWTC REAL ESTATE FOUNDATION, INC.

STUDENT HOUSING LEASE FOR 2024-2025 ACADEMIC YEAR

Please read all pages of this lease. Any questions should be directed to:

Stephanie Brown, Resident Life Manager 608.822.2366 sbrown@swtc.edu Southwest Wisconsin Technical College 1800 Bronson Boulevard Fennimore, WI 53809

Please keep a copy for your reference.

Student Housing Address: Brownwood Road, Fennimore, WI



SOUTHWEST WISCONSIN TECHNICAL COLLEGE & SWTC REAL ESTATE FOUNDATION, INC.

STUDENT HOUSING LEASE FOR 2024- 2025 ACADEMIC YEAR

This lease of the premises identified below, was entered into thisday of
SWTC Real Estate Foundation, Inc. (both known as the Landlord throughout this document) and the student tenant (referred to in the singular, whether one or more) on the following terms and conditions:
conditions:
PARTIES:
Student Tenant:
Name:
Permanent Address:
City, State, Zip:
Student's
Cell Phone Number:
Date of Birth:
Email:
Landlord:

Southwest Wisconsin Technical College and SWTC Real Estate Foundation, Inc. 1800 Bronson Boulevard Fennimore, WI 53809

STUDENT HOUSING APARTMENT DESCRIPTIONS

The Student Housing Complex is owned by the SWTC Real Estate Foundation, Inc. (SWTC REF) and is operated by Southwest Wisconsin Technical College (College), both hereafters known as "Landlord." There are five types of housing facilities. Premises are defined below and include any owned or leased College and/or SWTC REF property:

• 1920 Brownwood Rd.	• Built in 2019
• 1930 Brownwood Rd.	• 4 total apartments
	• Each apartment has 4 bedrooms, 2 bathrooms, and an open-concept kitchen, dining, and living room.
	• FURNISHED APARTMENT
	• Appx. 1,456 sq. ft./apartment
	• Utility allotment = \$200 per apartment per month. Any cost
	over \$200 per apartment per month will be charged equally to each roommate.
	 Furnishings include refrigerator, stove, dishwasher, bed, mattress, nightstand, desk, desk chair, kitchen table, kitchen chairs, stools, sofa, lounge chair, coffee table, and end table.
	Coin-operated washer and dryer available in the basement of the Sixplex.
RENT (PER PERSON)	• \$2,950.00 / Semester • \$5,900.00 total

DUPLEX APARTMENTS: 4 Students per apartment		
• 1975 Brownwood Rd. (Design Homes Hall)	Built in 1998 / Updated in 20222 total apartments	
• 1985 Brownwood Rd. (Design Homes Hall)	 Each apartment has two bedrooms, one bathroom, a kitchen and dining space, and a living room. Appx. 812 sq. ft./apartment Utility allotment = \$150 per apartment per month. Any cost over \$140 per apartment per month will be charged equally to each roommate. 	
	Furnishings include a refrigerator and stove. Washer and dryer included in each apartment. Apartments are ADA Handicap Accessible	
RENT (PER PERSON)	• \$2,330.00/Semester • \$4,660.00 total	

SIXPLEX APARTMENTS: 4 Students per apartment -FURNISHED 1940 Brownwood Rd. Built in 2003 6 total apartments (Sixplex) Each apartment has 4 bedrooms, 2 bathrooms, an openconcept kitchen and dining space, a living room, and a laundry/storage room. **FURNISHED APARTMENT** Appx. 1,315 sq. ft./apartment • Utility allotment = \$200 per apartment per month. Any cost over \$200 per apartment per month will be charged equally to each roommate. Furnishings include refrigerator, stove, dishwasher, bed, mattress, nightstand, desk, desk chair, kitchen table, kitchen chairs, stools, sofa, lounge chair, coffee table, and end table. Washer and dryer hookups available in each apartment. Recreation room, laundry room, and restroom located in the basement. Coin-operated washer and dryer available in the basement. First level is ADA Handicap Accessible RENT (PER PERSON) \$2,632.50 /Semester \$5,265.00 total

EIGHTPLEX APARTMENTS: 4 Students per apartment	
• 1960 Brownwood Rd. (Eightplex)	 Built in 2010 8 total apartments Each apartment has 4 bedrooms, 2 bathrooms, an open-concept kitchen and dining space, a living room, and laundry/storage room. Appx. 1,384 sq. ft./apartment Utility allotment = \$200 per apartment per month. Any cost over \$200 per apartment per month will be charged equally to each roommate.
	 Furnishings include refrigerator, stove, and dishwasher; washer and dryer hookups available in each apartment. Coin-operated washer and dryer available in the basement of the Sixplex. First level is ADA Handicap Accessible

	SOUTHWEST DUPLEX APARTMENTS
 1527 Brownwood Rd. 1529 Brownwood Rd. 1533 Brownwood Rd. 1535 Brownwood Rd. 1537 Brownwood Rd. 1539 Brownwood Rd. 1543 Brownwood Rd. 1545 Brownwood Rd. 1547 Brownwood Rd. 1549 Brownwood Rd. 1557 Brownwood Rd. 1559 Brownwood Rd. 	 Built in 2011, 2015, 2016, 2017,2018 and 2019 12 total apartments Each apartment has 4 bedrooms, 2 bathrooms, an open-concept kitchen, dining, living room, and laundry hookups. Appx. 1,320 sq. ft./apartment Utility allotment = \$200 per apartment per month. Any cost over \$200 per apartment per month will be charged equally to each roommate. Furnishings include a refrigerator, dishwasher, and stove; washer and dryer hookups available in each apartment. Coin-operated washer and dryer available in the basement of the Sixplex.
RENT (PER PERSON)	• \$2,642.50 / Semester • \$5,285.00 total

QUAD APARTMENTS		
 1523 Brownwood Rd. 1525 Brownwood Rd. 	 Built in 2020 4 total apartments Each apartment has 2 bedrooms, 1 bathroom, an open-concept kitchen, dining/living room. Appx. 660 sq. ft./apartment Utility allotment = \$150 per apartment per month. Any cost over \$150 per apartment per month will be charged equally to each roommate. Furnishings include a refrigerator, dishwasher, and stove. Coin-operated washer and dryer available in the basement of the Sixplex. 	
RENT (PER PERSON)	• \$2,762.50/Semester • \$5525.00 total	

ELIGIBILITY

Tenants must be enrolled at Southwest Tech and/or Franklin University, (partners) and be in good standing, as defined by the Student Code of Conduct, with the College and its partners. Priority will be given to full-time students (12 credits or more per semester). Special considerations will be taken into account if the Disability Services Associate or an Advisor recommends a modified schedule for a student.

TERM

The term of this academic year lease is for two semesters, from August 14, 2024, through May 21, 2025. Student tenants who desire to occupy an apartment during the summer term will be charged summer rent for the summer term, payable in advance. Students will be required to sign an addendum to the lease to include the summer term.

First day of academic year lease: <u>August 14, 2024</u> Last day of academic year lease: <u>May 21, 2025</u>

CANCELLATION PRIOR TO MOVE IN

Students who have signed a lease for 2024-25 but change plans and do not plan to live in housing should Resident Life Manager Stephanie Brown know as EARLY as possible. The sooner the Resident Life Manager is notified and re-advertises the lease, the more likely it will be taken over by another student. A student whose lease is not filled will be responsible for the lease (charged rent) until the lease is filled by another student tenant. Early notification of a change in plans is the best way to have your lease re-advertised and taken over by another tenant.

Notification Prior to August 1st and lease filled

Notification after August 1st and lease filled

Notification and lease NOT filled

Full Security deposit returned

Half Security deposit returned

Security deposit held and tenant

responsible for lease payment until/if lease filled



PAYMENT

Once the student tenant has been assigned to a room in student housing, the semester rent associated with the tenant's room will appear on the student tenant's semester billing statement with the College.

Rent price varies by type of housing facility and are as follows:

\$2,345.00 each semester for apartments at 1975/85, 1960 Brownwood Rd

\$2,650.00 each semester for apartments at 1940 Brownwood Rd.

\$2,660.00 each semester for apartments at 1557/59, 1547/49, 1543/45, 1537/39, 1533/35,

1527/29, 1920 and 1930 Brownwood Rd

\$2,785.00 each semester for apartments at 1523 and 1525 Brownwood Rd.

Payment is due the first day of the lease unless you will be receiving Financial Aid or other approved funding is on file. A \$40 late fee will be added to any unpaid balance that is not paid by the due date. All other payment plans must be approved and set up with the College Business Office. All rental payments will be made at the College Business Office.

Non-attendance or non-payment does not constitute a cancellation of registration, and students will be responsible for housing and fees not paid.

Please note: Any unpaid rent due as of the date of financial aid disbursement will be deducted from your financial aid check by the College Business Office and/or deducted from the scholarships awarded by the Southwest Tech Foundation.

UTILITIES

Utilities will include water, sewer, heat, electricity, and trash collection. Each student housing apartment will be allowed a designated allotment per month toward the cost of utilities. Each student tenant will be jointly and severally liable for charges over-allotment per month based on the apartment tenant resides in. The student tenant shall be responsible for telephone and cable service.

CONDITION OF PREMISES

Student tenant has examined and knows the condition of the premises and has received the same in good order and repair. No representations as to the condition or repair thereof have been made by Landlord prior to, or at the execution of this Lease, that are not herein expressed or endorsed hereon. Student tenant shall have <u>seven days</u> after the date of occupancy to notify Resident Life Manager in writing of any pre-existing damages or defects in the premises and/or request a list of physical damages or defects charged to the previous student tenant's security deposit.

SECURITY DEPOSIT

Upon execution of this lease, student tenant shall pay a security deposit in the amount of \$350, to be held by Landlord. The deposit, less any amounts withheld, shall be returned in person or mailed to student tenant's last known address within 21 days after the expiration of the lease or the student tenant's earlier surrender of the premises. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damages and accounting for any amount withheld. The security deposit may be applied to damages to the rented premises, which exceeds ordinary wear and tear, waste, and neglect of the premises, and for nonpayment of rent and amounts owed for utility service. Student tenants are jointly and severally liable for damages and such amounts owed. Student tenant shall <u>not</u> have the option of using the security deposit for application toward the last month's rent.

ENTRY

The Landlord and the Landlord's employees or designees reserve the right to enter the apartment in the interest of health, safety, security, and maintenance. When possible, notice will be given. Landlord and the Landlord's employees or designees may search any student tenant's apartment at any time if there is reasonable suspicion of illicit or illegal behavior occurring in the apartment that violates local, state, and federal law as well as College and SWTC REF policies.

Landlord or the Landlord's designees may enter the premises at reasonable times to inspect the premises, make repairs, show the premises to prospective student tenants or purchasers, or to comply with any applicable law or regulation. College recesses are considered maintenance periods, and the landlord may enter apartments for purpose of maintenance and inspection. (SEE "NONSTANDARD RENTAL PROVISIONS" incorporated herein)

Property can be seized and removed from your apartment when:

- 1. It constitutes imminent danger
- 2. It is illegal for tenant to possess
- 3. It is prohibited by the lease, Student Code of Conduct, or Student Housing Handbook
- 4. It is owned by the College and/or SWTC REF
- 5. It is seized by law enforcement

STUDENT TENANT OBLIGATIONS

During the lease term, as a condition to student tenant's continuing right to use and occupy the premises, student tenant shall not permit any guest or invitee to reside in the premises. Student tenant agrees and promises:

- 1. To follow Student Housing Handbook and College Student Code of Conduct
- 2. To use the premises for residential purposes only by student tenant.
- 3. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part.
- 4. Not to use or keep in or about the premises anything which would adversely affect coverage of the premises or the building of which they are a part under a standard fire and extended insurance policy.
- 5. Not to make excessive noise or engage in activities which unduly disturb neighbors or other student tenants in the building in which premises are located.
- 6. Not to keep in or about the premises any animal unless specifically authorized and approved according to the Assistance Animal or Support Animal policy.
- 7. To obey all lawful orders, rules, and regulations of all governmental authorities.
- 8. To keep the premises in as good repair as at the beginning of the lease termnormal wear and tear expected.
- 9. To maintain a reasonable amount of heat in cold weather to prevent damage to the premises; and if damage results from student tenant's failure to maintain a reasonable amount of heat, student tenant shall be liable for this damage.
- 10. To hold Landlord harmless from any damage occasioned by student tenant's failure to keep said premises in repair, and for any damage arising from acts or

- neglect of student tenant, co-student tenants, guests, or other occupants of the premises.
- 11. To be liable for any damage occasioned by student tenant's failure to keep said premises in repair, and for any damage arising from acts or neglect of student tenant and his/her guests or invitees. This includes damage to the student tenant's apartment, other student housing apartments, and common areas.
- 12. Not to do or permit any of the following (unless student tenant has received specific consent of Landlord):
 - a. Paint upon, attach, exhibit, or display in or about the premises any sign or placard or other artifacts.
 - b. Alter or redecorate the premises.
 - c. Drive screws, or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the premises
 - d. Attach or affix anything to the exterior of the premises of the building in which it is located.
 - e. Post offensive materials (as defined in the Student Code of Conduct) in areas easily visible to the public.
 - f. Not to permit any guest or invitees to reside in the premises for any period.
- 12. Not to assign or sublease any interest in Lease to another student tenant or any other person without the prior written consent of Landlord.
- 13. To report to the Resident Assistants and/or the Resident Life Manager any situations that could affect the safety, security, or general well-being of student housing tenants.
- 14. To keep outside areas free from trash and properly dispose of trash in receptacles provided.
- 15. Not to tamper with or disconnect fire equipment, including but not limited to smoke detectors and fire extinguishers, unless there is a bonafide emergency requiring the use of said equipment.
- 16. Not to possess weapons or other dangerous materials or to possess firearms without the required permit. (See "NONSTANDARD RENTAL PROVISIONS" incorporated herein.)
- 17. Not to allow alcohol or controlled substances in apartments or on-premises. (See "NONSTANDARD RENTAL PROVISIONS" incorporated herein.)
- 18. Not to use or allow the use of tobacco (chew or smoke) in the apartments or on-premises. Refer to the College Policy titled Tobacco/Electronic Cigarette and Cigar. No tobacco use may occur in a location that is 25 feet or less from the apartments or premises. (See "NONSTANDARD RENTAL PROVISIONS" incorporated herein.)

STUDENT TENANT'S OBLIGATION TO MAINTAIN CLEAN APARTMENT

Student tenant shall be obligated to maintain his/her apartment in a reasonably clean and neat condition. Student tenant shall be obligated to shovel snow at all doors and entrances to his/her apartment so tenants and visitors can access apartment without issue.

LANDLORD OBLIGATIONS

- 1. To pay all taxes and assessments against premises.
- 2. To maintain insurance on all Landlords' improvements against fire, wind, and other insurable perils.

LOCKS

In case of emergency, the Resident Assistants, Resident Life Manager, and/or College Administration must have access to your apartment and each bedroom. No lock may be added, changed, or modified without <u>prior</u> approval from the Resident Life Manager. Tampering with locks will result in a \$75 charge.

QUIET HOURS

For the consideration of others, a Quiet Period running from 11:00 p.m. through the following 8:00 a.m. shall be enforced from Sunday through Thursday and from 12:00 a.m. (midnight) until the following 8:00 a.m. on Friday and Saturday. Student tenant shall not cause or permit disturbances that affect other student tenants' ability to study or sleep during said hours. Student tenant also agrees to comply with other student tenants' reasonable requests to reduce noise levels at any time of the day. Landlord may require the removal of sound equipment that causes repeated disturbances.

DISMISSAL FROM STUDENT HOUSING APARTMENTS

The Landlord reserves the right to temporarily remove and/or dismiss a student tenant from the student housing complex for an alleged violation and/or violation of the Student Housing Handbook and/or College Student Code of Conduct. As outlined in the Student Code of Conduct, student tenants will receive written notification electronically and/or by letter which will provide a date on which student tenant must vacate the apartment. In case of serious violation, or a reasonable belief that a threat exists, student tenant may be required to vacate immediately. Student tenant's access to the College may also be restricted as stated in the Student Code of Conduct. Cancellations of student tenant's lease by the Landlord does not

relieve student tenant of any fees and/or charges owed under this lease. Dismissal of student tenant may also result in forfeiture of the security deposit.

PERSONAL PROPERTY

The College reserves the right to confiscate personal property of the student tenant that is deemed contraband and to retain it as long as it is needed for evidentiary purposes or, if the substance is illegal, to ensure that it is destroyed. Notification will be given to the student tenant when the property is no longer needed for evidentiary purposes. The student tenant will have 90 days to pick up the contraband as directed by the College.

Student tenants are responsible for their own personal property, including insurance coverage.

ABANDONMENT OF PREMISES

If student tenant shall abandon the premises before the expiration of the Lease term, Landlord shall make reasonable efforts to re-lease premises and shall apply any rent received, less costs of re-leasing, to the rent due or to become due on this Lease, and student tenant shall remain liable for any deficiency. If student tenant is absent from the premises for three successive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned.

VACATING THE PREMISES

Student tenant agrees to vacate the premises at the end of the lease term, any extended lease term, or the earlier termination of this lease and promptly deliver mailbox keys and checkout form to the Landlord. If student tenant shall leave any property on the premises after vacating or abandonment of the premises, student tenant shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of the property as provided in the "NONSTANDARD RENTAL PROVISIONS" incorporated herein or by other applicable law at Landlord's option.

DEFAULT

If default shall be made by the student tenant in payment of rent or in the performance of any of the terms and conditions by him or her to be kept and performed hereunder, and such default shall not have been cured within 5 days after written notice thereof by Landlord has been furnished to student tenant, Landlord shall have the right to declare this Lease terminated and institute action to expel student tenant from the premises; and Landlord may proceed to relet the leased premises charging to student tenant the difference between the

rentals herein reserved for the unexpired term of this lease and the rentals received by reason of such reletting, together with all costs incurred by or in behalf of Landlord in reconditioning the leased premises and reletting the same; and Landlord may elect to exercise any other remedy provided to it by law or in equity or any other remedy reserved to it herein, provided that Landlord shall be obligated to exercise due diligence to mitigate damages; Landlord's failure to exercise any of its remedies in the event of a breach of any of the terms or condition

of this lease shall not constitute or be deemed a waiver of its right to exercise any or all of such remedies in the event of any subsequent breach or default by student tenant of the same or any other of the terms, covenants, and conditions by it to be kept and performed hereunder.

SEVERABILITY

If any provision of this lease shall be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.

SPECIAL CONDITIONS

This lease is a legal document committing you to live in the Student Housing Complex as a Southwest Wisconsin Technical College student or student of its partner institutions for the entire academic year. The Landlord will assist student tenants who transfer or otherwise choose to cease enrollment at College in finding someone to sublet the student housing apartment. If the Landlord is unable to find someone to sublet the student housing apartment, the student tenant is responsible for paying the rent for the lease term.

The Landlord will not discriminate against any student because of sex, race, creed, color, nationality, religion, or any other basis prohibited by law.

COMMUNICATION

The official means of communication with student tenants will be done primarily through Schoology (Learning Management System), student email, and the RAVE texting alert system.

Student Tenants are responsible for checking their <u>@ swtc.edu</u> email account for housing information. Southwest Tech Student Housing is not responsible for e-mail communication that is sorted to a spam filter or for accounts that are not accessed.

PARKING

Student tenants are required to register automobiles with the Resident Life Manager. Student tenants will receive a FREE parking permit that gives them access to park in housing-designated parking lots on Brownwood Rd, Ag/Auto Center parking lot, lot at entrance Brownwood (bldg. 900) and street parking.

INTERNET

Internet Access is provided by the Landlord for all housing students. Students who violate any of the following may lose access privileges and be subject to other disciplinary or legal action.

The following are not permitted using the student housing internet connection:

- a. Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws.
- b. Sending, receiving, printing, or otherwise disseminating Landlord's proprietary data, trade secrets, or other confidential information.
- c. Operating a business, usurping business opportunities, or soliciting money for personal gain.
- d. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- e. Viewing, downloading, uploading, sending, or soliciting sexually oriented messages or images.
- f. Visiting sites featuring pornography, terrorism, espionage, or theft for intentions other than provable educational purposes.
- g. Gambling or engaging in any other criminal activity in violation of local, state, or federal law.
- h. Participating in activities, viewing, or writing content that could damage the reputation of the Landlord.
- i. Using internet technologies for the purposes of cheating, including plagiarizing.
- j. Intentionally misusing any computer, computer system, or computer network, including the internet connection in a way that may cause damage.

The Landlord reserves the right to review files and communications to maintain computer system integrity and ensure that students and staff are using the Landlord's information technology resources responsibly. Users should have no expectation of privacy when using the Landlord's information technology resources.

2024-2025 NON-STANDARD RENTAL PROVISIONS

Please initial next to each paragraph on the line provided:

1.	 Landlord or designees may enter the premises at reasonable times to: Inspect the premises Make repairs and provide maintenance Show the premises to prospective student tenants or purchasers To comply with any applicable law or regulation College recesses are considered maintenance periods, and the Landlord or designees may enter the apartment for purposes of maintenance and inspection
2.	 Landlord may make periodic inspections for suspected violations of prohibition of alcohol, tobacco, and/or controlled substances in the student housing apartment and/or on Landlord's property and for violations of prohibition of firearms by student tenants without a proper permit, other weapons, or other dangerous materials in the student housing apartments and/or on Landlord's property.
3.	 Any property of student tenant left on the premises after student tenant has vacated or abandoned the premises shall be deemed to have been abandoned by the student tenant. Landlord may at its option, without further notice to student tenant, dispose of said property in such manner as Landlord in its discretion deems appropriate. Landlord will not store items of personal property left behind by student tenant when student tenant removes from the property, whether the items of personal property are owned by student tenant or third persons. Landlord shall not be under any obligation to obtain any amounts for said property and may dispose of it as junk. As an exception to the foregoing, Landlord will retain any prescription medication or prescription medical devices forseven (7) days after the discovery of such medication or devices before disposing of the medication or devices. If Landlord receives any sums upon disposition of said property, Landlord shall be reimbursed for its costs of storing and disposing of the property. Any excess shall be applied to any outstanding obligation of student tenant to Landlord for unpaid rent, unpaid utilities, and/or damage to the premises; and any amount then remaining shall be forwarded to student tenant at student tenant's last known address.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

- (1) 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:
 - (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 thefollowing:
 - **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.
- (2) 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.
- (3) 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.

☐ I have read and acknowledge th	e NOTICE OF DOMESTIC ABUSE
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IN WITNESS WHEREOF, the parties have executed this lease on thisday of
<u>20</u> .
LANDLORD (College and the SWTC REF):
STUDENT TENANT:
PARENT OR GUARDIAN:
(if Lessee is under 18)

NOTE: Lease is not valid until signed by both parties and security deposit is received; and NONSTANDARD RENTAL PROVISIONS form is acknowledged

