



APPLICATION and Contract Addendum

2023-2024 for the Grohmann Tower (New or Returning Residents)

Dear Potential 2023-2024 Resident: Thank you for your interest in being a resident of the Grohmann Tower for 2023-2024. We welcome you to apply for one of the anticipated vacancies. **You must be "eligible" to reside in the Tower at the time of the "lease start date".** The criteria for eligibility are located on the actual application.

1) REVIEW MOVE-IN INFORMATION – please review these items:

- **Application** (check the eligibility criteria) – **NEW** residents only.
- **Contract for 2023-2024** (you are responsible for all aspects) – **NEW** and **RETURNING**.
- **Rental Price Listing** (prices listed are for full apartment, split equally among # of roommates).

2) **NEW** Residents - please note the following:

- **Application** - complete this form and return it to the Building Manager (email preferred) at your earliest convenience. The earlier you submit your application the better.
- **Apartment Assignment** - priority goes to returning residents followed by those with early application dates/times. However, apartment style preference does influence placement and assignments (ie: studios may be assigned prior to 1 or 2 bedrooms). Your application may be accepted without a specific apartment assignment...this acceptance guarantees you a residential space within the Tower (mainly applies to those seeking a studio assignment).
- **Contract Agreement** - once your application has been accepted and an apartment has been assigned (or scheduled to be assigned) to you, you will be asked to complete a contract acceptance agreement and return it to the Building Manager within the specified time period. Please note penalties for terminating a contract agreement once it is signed. **ONCE YOU SIGN THE CONTRACT, YOU ARE COMMITTING TO THIS FINANCIALLY.**
- **Security Deposit** – no security deposit is required.

3) **RETURNING** Residents – please note the following:

- **Application** - complete this form and return it to the Building Manager (email preferred) at your earliest convenience. The earlier you submit your application the better.
- **Apartment Assignment** - priority goes to returning residents followed by those with early application dates/times. However, apartment style preference does influence placement and assignments (ie: studios may be assigned prior to 1 or 2 bedrooms). Your application may be accepted without a specific apartment assignment...this acceptance guarantees you a residential space within the Tower (mainly applies to those seeking a studio assignment).
- **Contract Agreement** - once your application has been accepted and an apartment has been assigned (or scheduled to be assigned) to you, you will be asked to complete a contract acceptance agreement and return it to the Building Manager within the specified time period. Please note penalties for terminating a contract agreement once it is signed. **ONCE YOU SIGN THE CONTRACT, YOU ARE COMMITTING TO THIS FINANCIALLY.**
- **Security Deposit** - your previously paid security deposit will carry over to the new contract period.
- **Floors 4, 5, & 6 residents** are being rented and assigned by Residence Life. **Only residents returning to the same apartment are eligible to lock out or reside here over the summer. Please see the Building Manager for more information.**
- **Summer Lock-out** – use this option if you are not residing here during the summer, but want to store things (furniture, clothing, etc.) in your assigned summer apartment. Interested residents must complete a separate Summer Resident/Lock-out Contract.
- \$800.00 lock-out rate for returning residents: June 1 through August 23, 2023
- **Transferring Apartments** – is not allowed.

APARTMENT AVAILABILITY:

- Apartments will come available at different times (due to current resident's renewal timeline). If you know what style/type apt you might be interested in, please submit the application early.

RENT/FEES:

- Cancellation/Termination of Submitted Contract – if cancelled within 14 days of submittal – no penalty.
- Rent is billed by semester (not monthly) to the student's account.
- Residents are only responsible for their amount stipulated on their own individual contract.
- You can pay your rent at: <https://commerce.cashnet.com/twra>



**2023-2024 GROHMANN TOWER
APPLICATION (Returning and/or New Residents)**

Date/Time Received by Tower:

Please complete the following and return to Rick, Building Manager, at gagliano@msoe.edu. Please note that this request is for you individually and a roommate(s) will have to complete their own form and include your name.

1. DATE: _____ Name: _____ Student #: _____ Gender: _____

2. Phone: _____ Email: _____ Birthdate: _____

3. Current Residency: a) ___ Tower # _____, b) ___ Residence Hall Bldg/Rm # _____, c) ___ Off-campus/Home/Other

RETURNING RESIDENTS - if you want to return to the same apartment, please list that APT # _____

CURRENT TOWER RESIDENTS SKIP #4 and #5 - (Please note that the below eligibility criteria is subject to change)

4. Tower Eligibility (part 1): I have met the following criteria: Please check all the letters (a - f) that apply.

a - ___ Academic Standing: Status at the time of Fall move-in.

___ Junior ___ Senior ___ Graduate ___ Transfer ___ International ___ Faculty/Staff

b - ___ 21 years of Age or Older: at the time of move-in.

c - ___ Reside Within 30 Miles of Campus: Parents and/or guardians home is within 30 miles of campus.

d - ___ Married/Dependent Child: Verified with marriage license/certificate and/or dependent's birth certificate.

e - ___ Medical Necessity: Has a documented medical disability that requires special housing consideration that the residence halls cannot provide. Must be verified/approved by MSOE Student Accessibility Services/Student Life.

f - ___ Residence Life Exemption: Must be verified, approved, or assigned by MSOE Residence Life.

5. Tower Eligibility (part 2): I have completed two years of the following: please check all that apply.

___ College/University Attendance ___ Living in a residence hall ___ Living off-campus or at home ___ None of these

6. Apartment Type Requested: Choose your top three in order (1 = 1st choice, 2 = 2nd choice, 3 = 3rd choice)

___ Studio (style _____) ___ 1-Bedroom (style _____) ___ 2-Bedroom (style _____)

** ___ I am willing to accept any space in the Grohmann Tower.

7. Roommate Situation Requested: Choose one. (Roommates listed must be properly eligible)

___ I want to **LIVE ALONE** (I will be the sole occupant of the apartment and paying full rent)

___ **ASSIGN** me a **ROOMMATE** (I will be assigned a random roommate or moved into an apt that has a vacancy)

___ I want to **SHARE AN APT** (with specific names) _____

8. Requested Summer LOCK-OUT Dates: a) ___ June 1, 2023 - August 23, 2023 (Returning Residents Only)

b) ___ (Special Start) _____ through (Special End) _____

9. Requested Summer Occupancy Dates: a) ___ June 1, 2023 - August 23, 2023 (Returning Residents Only)

b) ___ June 1, 2023 - August 10, 2023 (Short-term Summer Residents Only) or

c) ___ (Special Start) _____ through (Special End) _____

10. Requested Academic Year Occupancy Dates: a) ___ August 23, 2023 - May 11, 2024 (Semester 1 & 2 combined)

b) ___ August 23, 2023 - December 16, 2023 (Semester 1) or c) ___ January 14, 2024 - May 11, 2024 (Semester 2)

d) ___ (Special Start) _____ through (Special End) _____



GROHMANN TOWER APARTMENTS

233 E. Juneau Avenue, Milwaukee, WI 53202

CONTRACT ADDENDUM (2023-2024)

The Apartments on (floors 4 thru 10) include:

- All utilities – heat, air conditioning, electricity and water. Internet also included.
- Appliances – stove, refrigerator and microwave oven. Drapes included.
- Furniture – kitchen table, bed, and mattress (twin XL), dresser, desk, and chair (per person).

The Apartments on (floors 11 thru 14) include: residents will NOT have access to balconies.

- All utilities – heat, air conditioning, electricity and water. Internet also included. Drapes included.
 - Appliances – stove, refrigerator, microwave oven, washer/dryer and dishwasher.
 - Furniture (based upon availability) – bed and mattress (twin XL), dresser, desk, and chair (per person).
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1. **MSOE POLICIES AND PROCEDURES.** The Resident agrees to comply with the terms of this contract addendum, and with the MSOE Student Conduct Code, and all policies, rules, and regulations as written and published by MSOE and Grohmann Tower Apartments. Grohmann Tower is 100% smoke-free (vape/e-cig, etc.) in all areas, including apartments. Resident agrees to abide by the Fatal Five (Serious Rule Violations) and understands that violating one of those policies may result in immediate removal from the Grohmann Tower.
2. **UTILITIES.** The University agrees to provide heat, air conditioning, electricity, water, and internet. These services are included in the rent charges.
3. **APPLIANCES.** MSOE will provide a stove, refrigerator, and microwave oven in each unit. These appliances are included in the rent charges. Additional major appliances including, but not limited to deep freezers and additional refrigerators are prohibited. If installed, these appliances will be subject to a surcharge for the period of time used and will have to be removed immediately. Floors 11 thru 14 also include washer/dryer and dishwasher.
4. **FURNITURE.** On floors 4-10, MSOE will provide each unit with beds, mattresses, desks, dressers, and chairs equal to the number of actual occupants in each unit along with a single kitchen table (one per apartment). On floors 11-14, basic furniture is provided for each unit which includes a bed, mattress, dresser, desk, and chair equal to the number of actual occupants in the unit. This furniture is included in the rent charges.
5. **PARKING** - Vehicle parking for residents of the Grohmann Tower Apartments is handled and maintained by MSOE Public Safety.
6. **EARLY TERMINATION/CANCELLATION OF CONTRACT.** Each Resident may cancel their contract, at no penalty, by notifying the Building Manager in writing within 14 days of signing and submitting their contract and prior to occupying the apartment (for this contract period). If the contract is cancelled after 14 days of signing and submittal and prior to occupying the apartment (for this contract period), the resident will face a cancellation fee of \$150.00. If the resident has occupied the apartment and cancels their contract, the resident will be responsible for any days that they have left on their agreement. If the resident's contract is cancelled by MSOE as a result of policy violations by the resident, the resident is still responsible for the balance of the contract payments until the contract ending date.
7. **SECURITY DEPOSIT.** There is no security deposit required. The Resident may be liable for any charges for cleanliness or damages. Apartments must be returned to the same condition as it was when you moved in. It must be cleaned and ready for immediate occupancy.
8. **LOSS OF STUDENT STATUS.** Residents must maintain "student" status as noted above. If residents lose their student status by voluntarily means (they elect to no longer attend MSOE) or by mandatory means (MSOE no longer allows them to continue enrollment at the University for reasons such as academic suspension), they will be released from their rent obligation. If a student status is lost due to disciplinary expulsion or MSOE terminates this agreement because of material breach of the MSOE Student Conduct Code and/or contract violations (including non-payment or outstanding rental balances), the resident would still be financially responsible for the balance of their rent payments. Students who retain their student status but choose to no longer live in the Grohmann Tower Apartments are still responsible for the rental payments for the entire duration of their rental agreement (regardless if they choose to vacate their apt before the ending date of this agreement). The Building Manager will work with the resident on an appropriate vacate timeline and date.

9. **ASSIGNMENT.** The Resident agrees not to sublet their apartment or transfer from one apartment to another. Residents/Occupants remaining within apartments with vacant residential space(s) may be required to move to a new location (at the discretion of the Building Manager) at any time during their contract period or will be billed for the entire rent of the apartment.
10. **COED BUILDING.** The Grohmann Tower Apartments are coed by floor. Same sex is required in each apartment.
11. **GUESTS.** No guests of the Residents may occupy the property for longer than three (3) days without the consent of the Building Manager. Roommates should be consulted when having overnight guests. Residents are responsible for the conduct of their guests at all times while they are in the Tower. Residents may be subject to contract cancellation as a result of a guest's behavior. Residents should escort their non-resident guests between their apartments and building entrances/exits. Do not leave guests unescorted at any point in the Tower.
12. **MSOE MEAL PLAN.** Residents of the Grohmann Tower Apartments are not required to participate in the MSOE Food Service meal plan but can participate in it if they wish to do so. Residence Life Program Participant residents or residents assigned by Residence Life are required to participate in the Meal Plan.
13. **PETS.** Pets (of any type) are NOT allowed in the apartments or in the building (even temporarily).
14. **SOLICITING.** The Resident agrees not to give solicitors or salespersons access to the premises unless approved.
15. **COMMUNICATIONS.** All notices and communications from the Resident to MSOE pursuant to this Agreement should be directed to the Grohmann Tower Apartment Building Manager, 233 E. Juneau Avenue, Milwaukee, Wisconsin 53202, (414) 277-7228. Notices and communications from MSOE to the Resident will be considered sufficient if placed/sent to the Resident's apt mailbox, campus or listed email, or posted on their apartment door.
16. **MAINTENANCE.** The Resident agrees that no alterations or improvements, including but not limited to paint, wallpaper, and permanent shelving units will be made to or upon the premises without written consent from the Building Manager. In addition:
 - a. The Resident will not fasten items (TVs, shelves, etc.) to the walls.
 - b. The Resident agrees that not to add any additional fixtures other than those supplied by the University.
 - c. We encourage residents to use nails over command strips to hang pictures, etc.
 - d. The Resident shall not duplicate any MSOE-issued keys or IDs. The Resident agrees to report lost keys immediately to the Building Manager. Keys will be replaced by MSOE for a charge of \$5 per key. The cost to change a lock cylinder is \$50. \$25 per lock-out (if staff assists resident to open the apartment door).
17. **DELAY IN REPAIRS.** The Resident understands and agrees that if repairs to be made by MSOE are delayed by circumstances reasonably beyond its control, the obligations of the Resident herein shall not be affected whatsoever, nor shall any claim accrue to the Resident against MSOE for such delay.
18. **LIABILITY, SAFETY, SANITATION, INSPECTION.** MSOE is not liable for damage, fire, or loss of money or valuables to any person, or for the loss of or damage to any Resident's property, or personal injury sustained on the premises except such damage or injury caused by the active neglect of MSOE. MSOE strongly urges all Residents to obtain apartment insurance coverage ("Renters" insurance or similar). MSOE and the Resident further agree that each forfeits the right of action it may later acquire against the other for loss or damage to property in which either may have an interest, where such loss is caused by fire, or any hazards covered by MSOE's insurance on said premises. In addition, the following will apply to this Agreement:
 - a. The Resident is responsible for any damages caused by the Resident and/or their guests to the apartment, the complex, its appliances, and equipment, and for maintaining the apt in a safe and sanitary manner. In the event the Resident and/or guests of the Resident damage(s) the apartment, appliances, or equipment, and/or leaves it unclean, the Resident is responsible for repair, replacement, and cleaning charges. Apartment must be returned to the same condition it was at move-in. Residents are strongly encouraged to purchase individual renters insurance.
 - b. The Resident shall permit MSOE access to the premises for inspection. Notice will be given to one of the apartment occupants (via email/phone) or placed on that apt's door pertaining to access for all lawful purposes, including repair and maintenance.
 - c. Apartment entry/search.

- i. A Resident's room may be entered to ensure cleanliness, pest control, maintenance, and general repair within the Resident's living area, in cases of emergency and for periodic health/building inspections.
 - ii. There is a possibility that noise problems might exist in rooms where the occupant(s) is not in the area and/or cannot be contacted (e.g., alarms, ringing telephone, music too loud, screaming/noise). A situation such as this could create an undesirable environment for neighboring residents. In a situation such as this, authorized MSOE staff members can enter the room to alleviate the problem.
 - iii. A Resident's apartment may be entered to enforce MSOE's Student Conduct Code or confront/stop contract violations.
 - d. The following personnel shall be authorized to enter the apartment rooms under the conditions prescribed:
 - i. MSOE Grohmann Tower Apartment Building Manager or designee.
 - ii. Authorized members of MSOE's maintenance staff and Authorized MSOE personnel.
 - iii. Authorized members of MSOE's Public Safety Department. In all cases (except immediate danger situations) MSOE Public Safety Department personnel may be requested to enter the room with another authorized MSOE employee.
 - e. The Resident shall remove personal trash in an appropriate manner. Apartments must be kept clean. Failure to maintain a clean and sanitary apartment (dishes, clothes, bathrooms, etc.) is a contract violation.
 - f. The Resident shall not store combustible, flammable material, or motorized vehicles in their apartments.
19. **USE OF PUBLIC AREAS.** Entranceways, landings, stairways, hallways and other public areas shall not be obstructed by the Resident or Resident's guests(s), nor used for any other purpose than ingress or egress to the premises. No furniture or bulky articles shall be stored in any public area of the building any time.
20. **INVENTORY.** At the time of initial occupancy of an apartment, each Resident shall receive one copy of an inventory form. If changes are to be made, this form should be updated and returned to the MSOE Grohmann Tower Building Manager within ten (10) days of taking occupancy of the apartment. Except for those items specifically noted by the Resident in detail on the inventory, Resident accepts the premises and the appliances and furnishings in as is condition. The inventory is used only to assess damages and is not a warranty or promise by the University that any item listed on the inventory, but not present on the premises, will be provided. Resident may not remove or loan any item provided with the premises without Building Manager approval. No painting of apartments allowed. Residents may ask for assigned furniture to be returned to storage rather than remain in the apartment.
21. **ILLEGAL DRUGS AND ALCOHOL USE.** The Resident agrees that violation of any federal, state, or local laws regarding the use of controlled substances, in or around the premises constitutes a breach of this contract agreement. The use of alcohol by minors, including guests of the Resident, on the premises also constitutes a breach of this contract agreement by the Resident, allowing MSOE to terminate this contract agreement.
22. **ABANDONED PROPERTY.** If the Resident is physically absent from the apartment and the University has reason to believe in good faith that Resident has vacated the apartment with no intent to continue residence, then the apartment will be deemed conclusively to have been abandoned by the Resident and the University may immediately terminate the Agreement and retake possession of the premises. In addition to any of the other remedies, the University may enter the abandoned premises to perform decorating and repairs and to re-let the apartment. The Building Manager should also be notified during occupancy in the event that Resident anticipates extended absences from the apartment in excess of fourteen (14) days, no later than the first day of the extended absence. A determination that the premises have been abandoned shall also constitute a conclusive determination that all personal property of Resident remaining on the premises has been abandoned. Resident shall pay to the University any costs associated with removing such personal property from the premises. Any property left in storage, after a resident vacates the property, is considered abandoned.
23. **DESTRUCTION OF PREMISES.** If the premises are damaged or destroyed by fire or casualty, MSOE may terminate this Agreement by notice to the Resident. The notice of termination must begin within 15 days after the occurrence of the casualty. Within 15 days after notice of termination has been given, the Resident must surrender the premises to MSOE (Surrender Date). After the Surrender Date, MSOE and the Resident are released from any further obligations or liability under this Agreement, with the following exceptions:
- a. All charges accruing through the Surrender Date must be paid in full, and
 - b. The security deposit will be retained or returned as provided in this Agreement. The Resident has no obligation to pay charges accruing after the Surrender Date. MSOE shall not be liable for any reasonable delay or to provide housing for the Resident during repairs. MSOE, in its sole discretion, may elect whether or not to repair or rebuild.

24. **LEGAL ACTION.** The Resident understands and agrees that in the event it becomes necessary for the University to enforce the terms and conditions of the Agreement by legal means, or otherwise, and if by such action the University suffers additional expense, including attorney fees and court costs, then the Resident shall reimburse the University for such costs and expenses as additional monies due under this contract agreement.
25. **RIGHT TO RE-ENTER.** If Resident fails to pay charges pursuant to this Agreement or violates any other terms of this contract agreement, the University may terminate the Agreement, re-enter the premises, and regain possession. Repossession of the premises by University will not constitute forfeiture or termination of the Resident's obligation to pay all charges for the apartment under this Agreement. The University reserves the right to change the locks to prevent the terminated resident from entering the premises or apartment.
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ADDITIONAL ADDENDUMS TO THIS CONTRACT AGREEMENT:

- a) **IT Acceptable Use Policy:** Residents agree to abide by the IT Acceptable Use Policy.
<https://msoe.s3.amazonaws.com/files/resources/msoe-acceptable-use-policy.pdf>
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- b) **Fatal Five:** Residents are required to abide by the Fatal Five Agreement, which clarifies those items that may result in immediate termination of a Resident's contract agreement.

Some behaviors and policy violations may result in immediate contract termination. In general, these include behaviors that cause harm to one's self or to others, threaten harm, are potentially harmful, or represent a risk to persons or property, which is unacceptable to apartment living.

The following are behaviors and policy violations that may result in immediate contract termination. Examples of this behavior include, but are not limited to:

1. **FIRES:** *The accidental or intentional setting of a fire.*
2. **FIRE EQUIPMENT:** *Placing false fire alarms and/or tampering with firefighting and detection equipment (including pull stations, smoke detectors, 'screamer boxes', sprinkler heads, fire extinguishers and/or boxes, etc.).*
3. **WEAPONS:** *Possession of a dangerous weapon (as determined by Public Safety).*
4. **BALCONY/DECKS/ROOFS:** *The accidental or intentional throwing, dropping and/or falling of any objects off of a building railing/ledge/window, balcony, or deck; the placing of items on the balcony or deck railing/ledge; the climbing over or onto a railing/deck/balcony, gaining access to a closed balcony/deck or walking upon the roof of the building (unless escorted by Tower/University Staff).*
5. **BEHAVIOR:** *Intentional violent behavior toward another person.*

RESIDENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS (INVITED or UNINVITED) AT ALL TIMES IN THE BUILDING.

RESIDENTS MAY FACE CONTRACT ACTION AS A RESULT OF THEIR GUESTS CONDUCT/BEHAVIOR.

Guests should always be escorted to and from your apartment to protect your residency status.

GROHMANN TOWER ADDRESS: 233 E. Juneau Avenue, Milwaukee, WI 53202

TOWER OFFICE: 414-277-7228

BUILDING MANAGER: Richard Gagliano gagliano@msoe.edu