

MSOE GROHMANN TOWER APARTMENTS

2022-2023



MOVING IN

NEW and **RETURNING** RESIDENT INFORMATION PACKET

UNDERGRADUATE, GRADUATE, FACULTY, STAFF, MARRIED

INCLUDES:

- *General Information*
- *Application/Waiting List Form*
- *Lease*

For Additional Information on the MSOE Grohmann Tower Apartments:

Please contact the Building Manager (Rick Gagliano)
at 414-277-7228 or gagliano@msoe.edu

LIVING ON CAMPUS

www.msoe.edu/campus-experience/living-at-msoe/grohmann-tower/



RESIDENT LEASES – General Information

2022-2023 for the Grohmann Tower

Dear Potential 2022-2023 Resident: Thank you for your interest in being a resident of the Grohmann Tower for 2022-2023. 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/Waiting List Request** (*check the eligibility criteria*) – **NEW** residents only.
- **Lease for 2022-2023** (*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/Waiting List** - 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*).
- **Lease 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 lease agreement and return it to the Building Manager within the specified time period. Please note penalties for terminating a lease agreement once it is signed. **ONCE YOU SIGN THE LEASE, YOU ARE COMMITTING TO THIS FINANCIALLY.**
- **Security Deposit** - submit a \$600 security deposit with your signed lease. Your lease cannot be accepted or held without the security deposit being paid. You can pay this at: <https://commerce.cashnet.com/twra>

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

- **Lease Agreement** - complete and return the lease agreement if you are returning to the same apartment, want a new apartment assignment, or have been notified of a new apartment assignment.
- **Floors 4, 5, & 6 will not be available for returning residents.** These floors are being rented and assigned by Residence Life. **Current 4, 5, or 6 residents, please see Rick for a new apartment assignment.**
- **Summer Storage/Lock-out** (*if applicable*) – rent is only one quarter price for storage or half price for periodic living in June, July, and August only. Use this option if you are not residing here during the summer, but want to store things (furniture, clothing, etc.) in your assigned apartment. Complete a Summer Storage/Lock-out form.
- **Transferring Apartments** - if you know of an apartment for which the residents are vacating and you are interested in that specific apartment, you may work out a TRANSFER with those residents with regard to taking over their apartment at the conclusion of their lease. This is **ONLY ALLOWED** if all your roommates are eligible to reside in the Tower. This is especially beneficial to both parties if furniture, style layout, etc. are of interest to the new residents. The Building Manager must still approve all apartment transfers. Once an apartment has been assigned via transfer, it cannot be transferred again.

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. The Building Manager will keep you updated on vacancies.

BILLING/SECURITY DEPOSITS:

- Security deposits are now \$600 and must be paid with the lease submission – **NEW** residents only. **Returning residents security deposits will remain as is.**
- Cancellation/Termination of Submitted Lease – if cancelled within 14 days of submittal – no penalty.
- Rent is due on the 1st of each month for that particular month (*ie: Nov 1st is for Nov rent*).
- Apartment rent is split equally among the number of occupants assigned to that apartment.

ANTICIPATED DEADLINES: *Applications/Renewals may be processed earlier than these deadlines.*

- **Now** – **NEW** resident's applications can be submitted. Processing and acceptance will be on-going.
- **3/14/22** – **RETURNING** resident's **RENEWAL LEASES** due. **After this date the apt is considered available.**
- **After 3/15/22** - All other renewals/applications will be processed, as they come in, until all residential spaces are filled.



**2022-2023 GROHMAN TOWER
APPLICATION / WAITING LIST
REQUEST (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

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 _____)

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) _____

8a. PREFERRED APT - if you are **returning to or seeking a SPECIFIC APT**, please **list that APT #** _____

- _____ working out a move-in situation with current residents for this specific apt (subject to Tower approval).
- _____ I plan on taking over an apt from current residents (transferred) who have decided not to reside in the Towers next academic year; you must have signatures of the residents in the space provided below (subject to Tower approval).

8b. The above listed apartment is being **TRANSFERRED** to me: Below are the signatures of this apt's current residents.

(Signatures indicate that current residents agree to transfer the apartment over to the new occupying resident indicated above at the end of the lease date. By signing above, the current occupants are required to do a basic clean apartment at the time of transfer. Tower Staff will not clean the apartment when the current residents move out unless the Building Manager determines that a basic cleaning was not properly performed by vacating residents. Cleaning charges may then apply to the vacating residents).

9. MOVE-IN DATE - I would like to move into my apartment on: _____

(Note: there are three main options for summer months: choose one:

- a) _____ completely vacate (no rent charge – no access), b) _____ storage (1/4 rent charge – very limited access),
c) _____ lock-out (1/2 rent charge – semi-regular access), or d) _____ unsure _____

10. VACATE DATE (Anticipated) - I want to end my lease on this date: _____

(Date you would like to move-out of the apartment. Example: fall/winter/spring graduation dates. **All leases end on 5/31/23.**)

New Residents: PLEASE NOTE that a \$600 SECURITY DEPOSIT is REQUIRED when the LEASE is SIGNED/SUBMITTED



GROHMAN TOWER APARTMENTS

233 E. Juneau Avenue, Milwaukee, WI 53202

Date / Time
Received

RESIDENTIAL LEASE Agreement (2022-2023)

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).

By signing this Lease Agreement, the person listed below agrees that they have read this Lease Agreement, understands it, and agree to the terms and conditions as specified within it.

SECTION 1 (This section to be completed by the applicant/resident)

RETURNING RESIDENT _____ NEW Resident _____

APARTMENT # _____ (if you know what apt you want, please list it or please leave it blank)

Seeking Apt Type: ____ Studio ____ 1 bedroom ____ 2 bedroom

I WANT TO: a) ____ live alone, b) ____ live w/ _____, c) ____ assign me a roommate

Resident Name _____ Gender _____ ID Number _____

Contact Phone _____ Email _____

Occupancy Start Date _____ Occupancy End Date _____

Resident Signature _____ Date Signed _____

New Residents Only – I have submitted my Security Deposit of \$600 ____ Yes ____ No

SECTION 2 (This section to be completed by the Building Manager.)

Monthly Rent (your share): \$ _____ Security Deposit (your share): \$ _____

____ Eligibility Verified ____ Security Deposit Verified/Student Accounts (ENTERED on Roster _____)

Received/Accepted By: _____ Date: _____

RICHARD B. GAGLIANO, Building Manager

2-1-22

Student: For purposes of this Agreement, "Student" is a person who is attending Milwaukee School of Engineering (MSOE) during the academic year and enrolled for a minimum of twelve (12) undergraduate credits per term or six (6) graduate credits per term at the Milwaukee School of Engineering (MSOE). Temporary reductions in schedules resulting in a course load of less than twelve undergraduate credits or six graduate credits during a term is not considered a change in student status unless such reductions are made on a recurring basis. Students must be eligible and meet one of the following criteria (at the time of move-in): 1) JUNIOR year status or above (88 credits or above) and spent TWO years in residence halls or at home (or combination); 2) be 21 years of age; 3) graduate or married student; 4) parents or guardian reside within 30 miles of campus; and/or 5) be an international or transfer student. Residence Life can also provide a student with an exemption to reside in the Tower.

Resident: For purposes of this Agreement, "Resident" refers to each student, staff, or faculty who has been approved by MSOE to live in the Tower Apartments. **Residence Life Program (RLP) Participant** refers to those residents living on designated Residence Life Program floors. **Aspects of this lease may be different for graduate, married, faculty and staff residents.**

Apartment: For purposes of this Agreement, "Apartment" refers to each apartment in the Grohmann Tower Apartments.

University: For the purpose of this Agreement, "University" refers to MSOE.

1. **IDENTIFICATION AND CONTRACT PERIOD.** The Milwaukee School of Engineering herein called "MSOE" contracts with the Resident to provide an apartment in the Grohmann Tower Apartments, together with limited furnishings and equipment, for the contract period indicated in the Rate Table. The Resident has not contracted for housing beyond the ending date of this Contract Period. Leases will not automatically be renewed. Residents may seek renewal of their leases within the announced deadline before they expire in order to be possibly retain their apartment unit. The Resident agrees to vacate the apartment and return the apartment to MSOE at the end of the Contract Period in the same condition in which it existed at the beginning of the contract, ordinary wear and tear accepted. Floors 4, 5, and 6 will not be available for renewal by current residents. Residents on these floors (4, 5, and 6) who wish to return to the Grohmann Tower will be reassigned to other floors.
2. **MSOE POLICIES AND PROCEDURES.** The Resident agrees to comply with the terms of this lease, and with the MSOE Student Conduct Code, Raider Return Plan, 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. 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.
3. **DELIVERY OF PREMISES.** It is mutually understood and agreed by the Resident and MSOE that in the event MSOE shall be unable, for any reason, to deliver possession of the premises at the beginning of the Contract Period, MSOE shall not be liable to Resident for damage caused by such failure to deliver possession, nor shall the Agreement become void for that reason, but in such event the Resident shall not be liable for payment until complete possession is delivered or MSOE supplies other housing.
4. **RATE.** The rate for the apartment is established and published in advance. The Resident monthly rate will be charged to the Resident's MSOE Student Account each month beginning on the date of this Agreement and continuing on the first day of each month in the Contract Period. The Resident understands that their Student Account must be paid in full before the Resident will be allowed to register for the next term of classes. Late fees will be charged at the rate of \$75 per month.
5. **UTILITIES.** The University agrees to provide heat, air conditioning, electricity, water, and internet. These services are included in the monthly rent charges.
6. **APPLIANCES.** MSOE will provide a stove, refrigerator and microwave oven in each unit. These appliances are included in the monthly 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.
7. **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 monthly rent charges.
8. **PARKING** - Vehicle parking within the Grohmann Tower Apartment structure is not included in the monthly rent charges. Such parking is available on a limited basis and costs are determined by Public Safety. Contact Building Manager directly to request parking within the Grohmann Tower.

9. **EARLY TERMINATION/CANCELLATION OF LEASE.** Each Resident may cancel this lease agreement, at no penalty, by notifying the Building Manager or the Vice President of Operations in writing within 14 days of signing and submitting the lease and prior to occupying the apartment (for this lease period). If the lease is cancelled after 14 days of signing and submitting the lease and prior to occupying the apartment (for this lease period), the resident's security deposit is forfeited. If the resident has occupied the apartment and cancels this lease, the resident will be responsible for any days that they have left on their lease agreement. If the security deposit has not yet been paid at the time of lease cancellation, the lease signer is still responsible for paying the security deposit as a lease cancellation/penalty fee. If the resident's lease is cancelled by MSOE as a result of lease violations by the resident, the resident is still responsible for the balance of the lease payments until the lease ending date.
10. **SECURITY DEPOSIT.** The Resident will pay MSOE a security deposit of \$600.00. The Resident understands and agrees that this security deposit will be charged to their Student Account at the time that they sign the lease agreement and MSOE confirms that they have been selected to live in the Apartment. The purpose of the security deposit is to reimburse MSOE for actual damages to the apartment and/or for charges for premature/early termination of this agreement by the Resident. The Resident may be liable for damages over and above the amount of the security deposit. The Resident is liable for any balances which remain unpaid after MSOE applies the security deposit to such amounts. The security deposit shall be considered property of the Resident so long as this Agreement is not in default. After residency in the Apartments ends any balance of the security deposit will be applied to the student's account if an amount is due or be refunded to the student if no amount is due. Apartments must be returned to the same condition as it was when you moved in. It must be cleaned and ready for immediate occupancy. See Section #9 above on forfeiture of security deposits.
11. **LOSS OF STUDENT STATUS.** Residents must maintain "student" status as noted above. Residents may 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 lease 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 lease 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 lease agreement (regardless if they choose to vacate their apt before the ending date of this lease agreement). The Building Manager will work with the resident on an appropriate vacate timeline and date.
12. **ASSIGNMENT.** The Resident agrees not to sublet their apartment or transfer from one apartment to another without the written consent of the Building Manager. MSOE reserves the right to withhold such consent for any reason. Also, the party who wishes to sublet the unit must meet the student status definition provided above and be eligible to reside in the Grohmann Tower. Approved sub-letters would be required to sign a Grohmann Tower Apartment Lease Agreement for the balance of the lease period. 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 the lease period or will be billed for the entire rent of the apartment.
13. **COED BUILDING.** The Grohmann Tower Apartments are coed by floor. Same sex is required in each apartment.
14. **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 lease 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.
15. **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 one 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.
16. **PETS.** Pets (of any type) are NOT allowed in the apartments or in the building (even temporarily).
17. **SOLICITING.** The Resident agrees not to give solicitors or salespersons access to the premises unless approved in advance by the Building Manager.

- 18. 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 apt door.
- 19. 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:
- The Resident will not fasten items (TVs, shelves, etc.) to the walls.
 - The Resident agrees that not to add any additional fixtures other than those supplied by the University.
 - We encourage residents to use nails over command strips to hang pictures, etc.
 - The Resident shall not duplicate any MSOE-issued keys. 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).
- 20. 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.
- 21. 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:
- 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.
 - 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.
 - Apartment entry/search.
 - 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.
 - 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.
 - A Resident's apartment may be entered to enforce MSOE's Student Conduct Code or confront/stop lease violations.
 - The following personnel shall be authorized to enter the apartment rooms under the conditions prescribed:
 - MSOE Grohmann Tower Apartment Building Manager or designee.
 - Authorized members of MSOE's maintenance staff and Authorized MSOE personnel.
 - 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.
 - 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 lease violation.
 - The Resident shall not store combustible, flammable material, or motorized vehicles in their apartments.
- 22. USE OF PUBLIC AREAS.** Entrance-ways, 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.

- 23. 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.
- 24. 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 Lease Agreement. The use of alcohol by minors, including guests of the Resident, on the premises also constitutes a breach of this Lease agreement by the Resident, allowing MSOE to terminate this Lease Agreement.
- 25. 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.
- 26. 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.
- 27. 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 Lease Agreement.
- 28. RIGHT TO RE-ENTER.** If Resident fails to pay charges pursuant to this Agreement or violates any other terms of this Lease 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.

RESIDENCE LIFE PROGRAM PARTICIPANTS ADDENDUM TO THIS LEASE:

- a) **Alcohol Usage:** Participants in the Residence Life Program will be placed in apartments that are considered "dry". Dry refers to alcohol-free zones in which no alcohol is allowed under any circumstances. Apartments in which alcohol is present/found would be considered a lease violation for both the person in possession of the alcohol and also the occupants of that apartment.
- b) **Meal Plans:** Participants in the Residence Life Program are required to have a meal plan.
- c) **Apartment Assignment:** Participants who leave the Residence Life Program may be required to vacate their assigned apartment. Said participants may be required to transfer to the residence halls or to a new apartment within the Tower, but that determination will be made by the Building Manager in consultation with the Residence Life Department.

ADDITIONAL ADDENDUMS TO THIS LEASE 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) **COVID Policies:** Residents agree to abide by the University's COVID Policies as well as the Grohmann Tower Policies as they relate to the COVID pandemic. <https://www.msoe.edu/about-msoe/raider-return/>
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- c) **Fatal Five Plus:** Residents are required to abide by the Fatal Five Plus Agreement, which clarifies those items that may result in immediate termination of a Resident's lease.

Some behaviors and policy violations may result in immediate lease/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 lease / 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.*
6. **COVID-19 PREVENTION:** *Violation of the University or Grohmann Tower Policies.*

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

RESIDENTS MAY FACE LEASE / 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

* **Grohmann Tower on SOCIAL MEDIA:**

Facebook: www.facebook.com/msoegrohmanntower/

Instagram: #grohmanntower or MSOE Grohmann Tower Apartment

MSOE Web: www.msoe.edu/campus-experience/living-at-msoe/grohmann-tower/