

JMC Student Housing Lease
3004 85th Street
Kenosha, Wisconsin 53142

TERMS OF THE LEASE

\$ _____ Per month BEGINNING ___/___/_____ and ENDING ___/___/_____

RENTING AN APARTMENT

1. APARTMENT ASSIGNMENT

This lease secures a partially furnished apartment. JMC will comply with all applicable housing codes and deliver the apartment to the RESIDENT in good condition.

All of the below steps must be completed before an apartment assignment is considered final:

- The Applicant(s) must meet the placement criteria as defined in the *JMC Housing APPLICATION*.
- The Applicant(s) must complete the *JMC APARTMENT APPLICATION* and submit it for approval.
- The Applicant(s) must be enrolled for a minimum of 10 credit hours at JMC during the entire time of occupancy or be graduating during the lease period.
- The Applicant(s) must pay a **SECURITY DEPOSIT** equal to one month's rent plus the first month's rent to the Resident Director *before* occupancy.
- The Applicant(s) must sign an *APARTMENT INSPECTION FORM AND JMC APARTMENT LEASE* and return it to the Resident Director.

THE RESIDENT agrees to cooperate with JMC in relocation or reassignment.

To renew a lease, the above steps must be followed.

RESIDENTS without an approved application are subject to eviction by JMC.

2. APARTMENT CHANGES

RESIDENT initiated changes will be permitted only with written permission from the Resident Director. If a RESIDENT moves out of an apartment prior to the date this lease ends (except in the case of a graduating senior), the **RESIDENT is responsible for rent until the lease term ends.**

If a request to rent the apartment is submitted in writing, the Resident Director will *attempt* to rent the apartment to minimize the rental obligation of the RESIDENT. If JMC is successful in renting the apartment and upon receipt of one month's rent, the RESIDENT will be released from further rental obligations under the lease.

JMC reserves the right to make placement changes at its discretion.

3. SUBLEASING /SENIORS

An apartment may be subleased. Requests for subleasing an apartment must be made in writing and approved by the Resident Director.

It is the responsibility of the vacating RESIDENT to find a qualified sub leaser. All sub leasers must pay a security deposit before the security deposit is released to the vacating RESIDENT.

Seniors Graduating Early - Graduating seniors must complete a **VACANCY NOTICE** at least 60 days before vacating. Failure to do so will result in loss of the security deposit. Students graduating at the end of the school year are responsible for rent through the day of graduation and not obligated to find a sub leaser. If graduating before the end of the school year, graduates will be responsible for rent and are required to secure a sub leaser. If all RESIDENTS are graduating seniors, everyone will be required to either move out after graduation or remain through the end of the lease.

APARTMENT LIVING

1. BICYCLES & AUTOMOBILE PARKING

RESIDENT bicycles may be stored in the utility room or on the balcony of the apartment. Noncompliance will result in a \$25 fine.

Parking is available for residents on a first-come, first served basis. All automobiles must be registered through JMC.

Alternate side street parking is from December 1st through April 1st and is enforced from 1:00 am – 6:00 am. ALL VISITING GUESTS must use side street parking. On odd-numbered days, the motorist must park on the side of the street with odd-numbered addresses. On even-numbered days, the motorist must park on the side of the street with even-numbered addresses. (Example – If you park your vehicle at 10 pm on January 3rd, the vehicle needs to be parked on the even side of the street as the enforcement period is from 1 AM – 6 AM January 4th).

2. CHILDREN & GUESTS

RESIDENTS are responsible for the supervision of children at all times. Guests are expected to abide by the terms and conditions of this LEASE. Guests staying more than three (3) nights must obtain approval from the Resident Director.

3. NOISE LIMITATIONS

Quiet hours are from 10:00 p.m. to 8 a.m. RESIDENTS shall not create or permit anyone under the control or authority of the RESIDENT to create excessive noise disturbances or other nuisance anywhere on the leased or surrounding apartments and common areas.

4. RESIDENT MEETINGS

All residents are required to attend any meetings scheduled by the RA. There will be at least 1 meeting per trimester. The RA will give 3 weeks written and verbal notice of the meeting. Resident is required to re-arrange their schedule, as required. Significant fines will be applied for missing meetings.

5. KEYS

JMC will provide RESIDENTS with a key to the apartment. RESIDENTS will be charged for the replacement of keys (\$10 per key) and/or locks (\$50 per lock). These fees will be deducted from the security deposit.

6. LIABILITY OF RESIDENT AND JMC

JMC is not responsible for any damage or injury that is done to guests or their property. JMC strongly recommends RESIDENTS obtain Renter's Insurance to protect against injuries or property damage.

JMC is not responsible for actions, or for any damages, injury or harm caused by third parties (such as other RESIDENTS, guests, intruders or trespassers). RESIDENTS may be evicted for illegal acts committed on the premises by RESIDENTS, guests or family members.

RESIDENTS understand the building entry system can break down and/or be circumvented. RESIDENTS agree not to hold management liable for claims made from failure of the entry system to function properly.

7. MAINTENANCE REQUESTS AND/OR EMERGENCIES

For service or maintenance assistance, submit a JMC Housing Maintenance Request form to the RA on journeycollege.com/backdoor. In the case of an emergency, contact the R.A. at 262.960.9678.

8. PAYMENT OF RENT

Payment of rent shall be on or before the first day of every month, and all RESIDENTS who have signed the lease shall be held individually responsible for his or her rent. Checks may be payable to Journey Church.

Any rent not received by 4:00 p.m. on the *fifth* (5) day of the month will be subject to a *\$30 late fee*. If rent remains unpaid by 4:00 p.m. on the *tenth* (10) day of the month *an additional \$30 late fee will be charged*. There will be a charge of \$30 for a check not honored by the bank. The eviction process will begin when a RESIDENT is behind two (2) months in rent.

9. REGULATIONS

RESIDENT agrees to comply with the printed regulations detailed in the JMC Student Handbook Addendum. JMC reserves the right to amend or change any such policies, rules and restrictions at any time and all such changes or amendments shall immediately become part of this agreement.

JMC will keep the apartment in reasonable repair. If the RESIDENT or guests of the RESIDENT cause damage to the apartment other than reasonable wear and tear, the RESIDENT will be charged for the damage or repair. Specific policies are listed below. See the Resident Director with questions.

Hanging pictures, posters, etc. – No nails, screws, double-sided tape, tacks, etc. may be used to attach anything to the walls, woodwork, or doors. Only sticky tack or a “3M Command hook” type item may be used. Hanging items from the ceiling is prohibited. A fee will be charged to repair nail holes.

Drains - No chemical drain cleaners are allowed. Drain strainers *must* be used in all drains. Removal of drain strainers will result in a \$25 fine. A second call to have a drain cleaned within a 3-month period will result in a \$25 charge. No grease should be poured into a drain or toilet.

Utilities – Monthly rent includes gas, electric, water, and Internet service. Please turn off lights and other electrical items when not in use. Random inspections will be made on the apartment thermostat. If heating temperatures exceed 72 degrees, a \$10 fine per tenant will be assessed. Utility fines must be paid by the end of the month in which the fine was incurred. Failure to do so will result in a deduction from the security deposit. Leaky faucets or running toilets must be reported to the R.A. *immediately* by submitting a maintenance request.

Inspections – Apartment inspections will be conducted at least twice every month. Residents are expected to keep the apartment clean and in good repair. Leaseholders will be responsible for any damage. A vacuum and mop will be provided for each apartment, but students are responsible to purchase cleaning supplies on their own. RESIDENTS will be responsible for any damage to windows. For energy efficiency, the stove and refrigerator are to be kept clean. Residents will also be expected to conduct a “deep cleaning” of their unit once/ semester, as notified by the RA and JMC leadership. A detailed list of what is expected will be given at that time.

Private Enterprise – Private enterprise (e.g. a daycare or home based business) is NOT allowed to operate on JMC property. JMC students may not solicit business from other students while on JMC property.

Pets or Animals – Pets or animals are NOT allowed *at any time*.

The following is not permitted:

- Remodeling of any kind including but not limited to painting, installation of shelves, wallpapering, etc.
- Installing any type of Satellite dish on the interior or exterior of the building
- Alteration of the plumbing fixtures, electrical wiring, heating, air conditioning or lighting apparatus
- Waterbeds
- Portable washers, dryers, refrigerators, and dishwashers
- Fire hazards including candles, or any type of open flame or ember, live Christmas trees, and wreaths
- Firearms
- Signs, posters, advertisements or illuminations of any kind displayed in windows or public areas
- Storage of gas or other flammable items
- Replacement of locks, bolts or installation of any other attachments, such as knockers

10. RIGHT TO ENTER

JMC management and its authorized agents may enter the apartment at any reasonable time to inspect, improve, maintain, repair or show the apartment to prospective tenants.

11. SMOKE DETECTORS

Any tampering or disconnecting of a smoke detector is prohibited and will result in a \$100 fine, plus any necessary repair and/or replacement costs. Residents are responsible for replacing the battery, should it start to die. If a smoke detector goes off due to a fire, RESIDENTS should call 911 and vacate the building.

12. VISITATION

Co-ed visitation hours are Tuesdays, 5:00 PM - 10 PM, Fridays and Saturdays, 5:00 PM - midnight. These are in place to respect the space of roommates and to encourage deeper relationships with those of the same gender. Consideration of roommates and neighbors should be a priority at all times.

Students must receive special permission from the RA or Director for events or parties outside of these designated times: i.e. birthday parties, life groups, etc.

AS STATED IN THE JMC STUDENT HANDBOOK ADDENDUM, AT ALL COSTS, AVOID BEING ALONE WITH SOMEONE OF THE OPPOSITE SEX. VISITORS OF THE OPPOSITE SEX ARE NOT PERMITTED IN APARTMENT BEDROOMS AT ANY TIME. WHEN VISITORS OF THE OPPOSITE SEX ARE PRESENT IN A RESIDENT'S APARTMENT, A MINIMUM OF THREE PEOPLE SHOULD BE PRESENT AT ALL TIMES.

13. CURFEW

All students should adhere to a 1:00 curfew. If an emergency prevents a student from adhering to curfew, he/she should call the Resident Director within one school day of the curfew violation.

TERMINATION OF LEASE

1. EVICTION/ABANDONMENT OF APARTMENT

JMC reserves the right to terminate this lease immediately if a RESIDENT violates the lifestyle standards or defaults on any of the terms in this agreement. Upon such termination, the RESIDENT will:

- Forfeit the security deposit.
- Be responsible for the payment of rent until the apartment is rented again or the lease period expires.
- Be assessed for any damages.

2. CANCELLATION OF LEASE

If JMC brings any legal action against the RESIDENT, it will be the responsibility of the RESIDENT to pay JMC's legal fees including but not limited to fees paid to a collection agency and court costs even if the rent is paid after legal action is started.

If the RESIDENT moves out or abandons the apartment before the termination of the lease, the RESIDENT will:

- Forfeit the security deposit.
- Be responsible for the payment of the rent until the apartment is rented again or lease period expires.
- Be assessed for any damages.

If the RESIDENT is vacating, a written *VACANCY NOTICE* must be completed 60 days prior to any vacancy. Failure to submit a *VACANCY NOTICE* will result in forfeiture of the security deposit.

3. CHECK OUT

Apartments will be inspected for cleaning and must be left in good condition or the security deposit, or a portion thereof, will be forfeited. A check out appointment must be scheduled with the Resident Director and the checkout portion of this *APARTMENT CONDITION FORM AND LEASE* must be completed before a deposit can be released. All RESIDENTS must checkout by 12:00 pm on the date their LEASE is stated to end unless otherwise noted by the Resident Director.

4. DAMAGES, SECURITY DEPOSIT AND FINES

The RESIDENT agrees to pay labor and materials for any damage or breakage caused by the RESIDENT and/or persons under his/her direction or control.

The security deposit will be returned to the RESIDENT with the statutory amount of interest at the termination of the agreed upon lease term, provided the RA verifies that the RESIDENT of the apartment has met all lease requirements.

The following criteria must be met before the RESIDENT vacates the apartment: All accounts with JMC and SEU (apartment rent, school fines, tuition, etc.) must be current. If a RESIDENT has a balance due on any JMC or SUM account, the security deposit will be applied to the remaining balance. All keys must be submitted to the RA before vacating or a fine of \$50 for the replacement of the lock will be charged. Apartments must be in good condition and thoroughly cleaned. If the apartment is not cleaned, the indicated fine will be charged against the security deposit:

Stove top, burners and oven	\$50
Refrigerator cleaned and defrosted	\$25
Kitchen sink, counters, cupboards, and drawers	\$25
Floors mopped, baseboards dusted	\$20
Bathroom (sink, tub, tile, commode, mirror, medicine cabinet & linen closet)	\$50
Carpets vacuumed and free of stains	\$10-\$50
Windows, sills, blinds cleaned and unbroken	\$10-\$75
Rubbish not removed	\$20
Any unclaimed items will be disposed of according to Wisconsin State law	\$50
Fixtures cleaned with working light bulbs	\$10
Drains working	\$10
Replacement Keys (per key)	\$10
Lock Replacement	\$50
2 consecutive failed inspections	\$50

Additional repair work that is needed will be determined and billed to the RESIDENT. All repairs will be estimated according to a labor and material replacement cost. Management will set the rate for hourly repairs.

LEASE RENEWAL

The RESIDENT has the option to renew the lease for an additional year, as long as the RESIDENT still meets the requirements to live in the apartment. A completed **APARTMENT INTENTION** form indicating a desire to remain in the unit must be completed no later than 60 days before the end of the lease. This form will include the updated rental costs for the apartment. By completing the **APARTMENT INTENTION** form and deciding to renew the lease, the RESIDENT agrees to pay any increased rental cost for the following year and agrees to abide by the terms of this lease plus any addendums for the additional year.

