

RESIDENTIAL LEASE



THIS LEASE is executed by “LEGAL NAME OF PROPERTY”, as lessor (“Landlord”) and _____, as lessee(s) (“Tenant”).

1. **LEASED PREMISES.** Landlord leases to Tenant and Tenant hires from Landlord _____ located in the apartment development (“Apartment Development”) commonly known as (“Premises”) **“PROPERTY NAME”**

2. **TERM.** The term (“Term”) of this Lease shall begin at 12:00:01 a.m. on _____ (“Commencement Date”) and shall expire at 11:59:59 p.m. on _____ (“Expiration Date”).
____ “MTM”: At 11:59:59 p.m. the last day of each consecutive month thereafter if this space is checked.

3. **RENT.** Tenant shall pay to Landlord as rent for the Premises for the entire Term of this Lease the sum of _____ Dollars (_____) payable in monthly installments of _____ for the first _____ months and _____ per month for the balance of the term.

Upon execution of this Lease, Tenant shall pay to Landlord the sum of _____ Dollars (_____), which sum shall be applied to the rent due for the period from the Commencement Date to the first day of the first calendar month following the Commencement Date (“Anniversary Date”), which amount has been determined by prorating the monthly installment of rent due on a daily basis (365 day year). Commencing with the Anniversary Date, the remaining monthly installments of rent shall be paid in advance on the first day of each and every month during the Term of this Lease, without any prior demand therefor and without any deduction or set-off whatsoever, at: **“REMITTANCE ADDRESS”**, with remittance coupon, or at such other place as the Landlord may designate, in writing, from time to time.

4. **OCCUPANCY AND USE.** The premises shall be used by Tenant solely as a private residential dwelling. No person other than Tenant and those specifically enumerated below shall be permitted to occupy the premises without the prior written consent of Landlord.

5. **OPTIONAL PARAGRAPHS.** If any of the following lines are marked, the terms, covenants, and conditions set forth in those paragraphs immediately adjacent to such marked sections shall be fully incorporated into this Lease and shall be fully binding upon the Landlord and the Tenant.

 A. CARPORT. Carport No.: _____, Term: _____ months, Carport Commencement Date: _____, Carport Expiration Date: _____, Sum of _____ Dollars (_____) per month. (Also see paragraph 7 on page 2)

 B. PETS. Type: _____, Breed: _____, Amount of Monthly Pet Fee: _____ Dollars (_____), Non-Refundable Pet Fee: _____ Dollars (_____. (Also see paragraph 8 on page 2)

 C. WASHER/DRYER. Amount of Monthly Fee: _____ Dollars (_____) (Also see paragraph 9 on page 2)

6. **SECURITY DEPOSIT.** Tenant has deposited with Landlord the sum of _____ Dollars (_____) to be held by Landlord as a security deposit (“Security Deposit”) to ensure the full performance by the Tenant of each and every term, provision, covenant and condition of this Lease. The Security Deposit may be used by Landlord for all lawful purposes including the purposes permitted under the Security Deposit Act, being Act No. 348 of the Public Acts of 1972, Sections 554.601 to 554.616, inclusive, of the Michigan Compiled Laws.

The SECURITY DEPOSIT will be held by Landlord in the following regulated financial institution, or bonded by: “BONDING COMPANY FOR PROPERTY”

Initials: _____

NOTICE: MICHIGAN LAW ESTABLISHES THE RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.



6. SECURITY DEPOSIT (Cont.). To the extent permitted by law, Landlord shall have the right to apply the Security Deposit, or any part thereof, toward the payment of any damage caused by Tenant or for the payment of any amount to which Landlord is entitled under the terms and conditions of this Lease and to receive from Tenant, upon demand, reimbursement of the amount so applied, without, however, relieving Tenant of any additional liability hereunder. If upon the expiration, termination or cancellation of this Lease and the surrender of possession of the Premises to Landlord, Tenant shall have fully performed all obligations required hereunder, such deposit shall be promptly refunded by Landlord. It is understood between the parties that the Security Deposit is not to be considered as a prepayment of rent.

7. CARPORT. If Carport is checked on Page 1 of the lease, in addition to the Premises the Landlord leases to Tenant and Tenant hires from Landlord Carport No. listed on Page 1 of the lease ("Carport Space") for a term which term shall begin at 12:00:01 a.m. on the Carport Commencement Date listed on Page 1 of the lease and shall expire at 11:59:59 p.m. on Carport Expiration Date listed on Page 1 of the lease. Tenant shall pay to Landlord as rent for the Carport Space the sum as listed on Page 1 of the lease per month in the manner set forth in Paragraph 3 of the lease. The rent for the Carport Space has not been included in the installment of monthly rent set forth in Paragraph 3 of the lease. Tenant shall utilize the Carport Space in accordance with all rules and regulations governing same promulgated by Landlord.

8. PETS. If Pets is checked on Page 1 of the lease, Landlord and Tenant hereby acknowledge and agree that Tenant shall be entitled to maintain the bird or animal listed on Page 1 of the lease as a pet on the Premises. Tenant agrees to keep the pet, at all times, properly vaccinated and licensed. Tenant shall pay to Landlord, with the monthly installment of rent due hereunder, a monthly pet fee in the amount listed on Page 1 of the lease in the manner set forth in Paragraph 3 of the lease. The pet fee has not been included in the installment of monthly rent set forth in Paragraph 3 of the lease. In addition, Tenant has paid to Landlord, as additional rent, a one-time, non-refundable, pet surcharge in the amount listed on Page 1 of the lease. This surcharge shall be in consideration for Landlord allowing Tenant to maintain such a pet on the Premises and shall not be considered as part of the Security Deposit or as rent paid in advance or to be applied toward any damages assessed to Tenant. Tenant shall comply with all rules and regulations governing pets promulgated by Landlord. The Guidelines for Pet Owners by this reference becomes an enforceable part of this Lease.

9. WASHER/DRYER. If Washer/Dryer is checked on Page 1 of the lease, Landlord and Tenant hereby acknowledge and agree that Landlord shall lease to Tenant a clothes washer and dryer to be utilized at the Premises. Tenant shall pay to Landlord, with the monthly installment of rent due hereunder, a washer/dryer fee in the amount listed on Page 1 of the lease in the manner set forth in Paragraph 3 of the lease. The washer/dryer fee has not been included in the installment of monthly rent set forth in Paragraph 3 of the lease.

10. COMMON AREAS. So long as Tenant is not in default under this Lease, Tenant shall have the non-exclusive right to utilize certain areas of the Apartment Development used in common by all tenants ("Common Areas"), which Common Areas may include, if applicable to the Apartment Development, a clubhouse, swimming pool, tennis courts, fitness room, and the like. The Common Areas shall at all times be subject to the exclusive control and management of Landlord and Landlord shall have the right, from time to time, to eliminate, reduce, improve or otherwise alter the Common Areas, as Landlord deems appropriate, and to establish, modify and enforce rules and regulations with respect to said Common Areas. Landlord shall operate, maintain, repair and replace, or cause to be operated, maintained, repaired or replaced, the Common Areas, all in such manner as Landlord deems appropriate

in its sole discretion. Landlord, in its sole discretion, may eliminate all or any portion of the Common Areas, or prohibit or interrupt the use of all or any portion of the Common Areas, without in any manner affecting Tenant's obligation to pay rent hereunder.

11. DELAY OF COMMENCEMENT DATE. If the Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date, for any reason whatsoever, except for the willful misconduct of Landlord, Landlord shall have no liability to Tenant for any damages as a result thereof. In such case, the Commencement Date of this Lease shall be postponed until the date Landlord delivers possession of the Premises to Tenant. The Expiration Date shall not be extended unless agreed to by Landlord in writing. If the Commencement Date fails to occur within three (3) months from the date of this Lease, this Lease shall automatically terminate.

12. PAYMENTS AND PARTIAL PAYING. No partial payments shall be permitted. Rent must be paid in the form of check, money order or bank draft. No cash shall be accepted. Payments will be processed upon receipt regardless of the date put on the check. If tenant shall tender a check or bank draft which is dishonored for any reason, Landlord can, at its sole discretion, require Certified Funds or a Cashier's Check for all future payments. Payments remitted after the tenth (10th) of the month must be in certified funds.

13. ADDITIONAL TENANTS. Tenant agrees to pay Landlord additional rent of \$100.00 per month for any occupant not listed on Page 1 and for which Tenant has not received prior written consent of Landlord. Tenant shall not use the Premises or allow it to be used by a member of Tenant's Household, or guest, or invitee for any disorderly or unlawful purposes, by way of example, controlled substances, or in any manner offensive to others, and Tenant shall comply, at all times, with all applicable laws, ordinances, codes, rules and regulations. Tenant shall not use the Premises in such a manner as to increase the premiums on any insurance policies held by Landlord covering the Premises.

14. ADMINISTRATIVE CHARGE. A Fifty Dollar (\$50.00) administrative charge shall be imposed for any rental payments due and not received by Landlord, at the address specified on Page 1, on or before the third day of each month, and a Thirty-Five Dollar (\$35.00) service charge shall be imposed for each rental check returned by Tenant's bank unpaid. These charges shall be considered additional rent. Tenant's failure to immediately pay such charges shall constitute a default under this Lease; such charges may be deducted from the Security Deposit. Landlord's right to collect this additional rent shall be in addition to Landlord's right to take actions under other provisions of this Lease for Tenant's default in paying rent.

15. ADJUSTMENTS. As authorized by the Truth in Renting Act (MCLA 554.631 to 554.641), Landlord shall have the right to make the following adjustments in this Lease upon written notice to Tenant of not less than thirty (30) days:

- A. Changes required by federal, state or local law, rule or regulation;
- B. Changes in rules relating to the Apartment Development which are required to protect the physical health, safety, or peaceful enjoyment of tenants and guests; and
- C. Increases in the amount of rent paid under this Lease to cover additional operating costs incurred by the Landlord because of increases in ad valorem property taxes (including general and special assessments), charges for electricity, heating, fuel, water, or sanitary sewer services, or increases in premiums paid for liability, fire, or worker's compensation insurance.

16. UTILITIES. . Tenant shall pay all charges made against the Premises for

utility services as the same shall become due, including, but not limited to, gas, electricity, water, sewer, steam, cable television, and telephone. Tenant shall have all such utilities registered in Tenant's name. Failure to transfer the utilities into the Tenant's names upon lease commencement, will result in the imposition of an administrative charge of Fifty Dollars (\$50.00) per month per utility for each bill sent to the Landlord for which Landlord makes payments for Tenant's usage. Landlord will deliver a bill to Tenant and Tenant shall immediately reimburse Landlord for the administrative fee and the utility bill. The amount billed will be treated as rent and failure of the Tenant to immediately reimburse Landlord, within three (3) business days of the due date indicated on the bill for the utility(ies), entitles Landlord to all remedies for such default as for non-payment of rent. Landlord does not warrant that the utilities referred to in this Lease will be free from rationing, restrictions or temporary interruption caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, or other causes beyond the reasonable control of Landlord. Any temporary interruption of utilities shall not be deemed an eviction or entitle Tenant to an abatement of rent, unless specifically allowed by law.

Tenant agrees to maintain utilities' service at all times throughout the term of this lease at Tenant's expense. Tenant agrees to maintain and keep the premises adequately heated to prevent damage to building and plumbing systems servicing Premises in and around premises. Tenant acknowledges that heat is necessary to prevent water pipes from bursting when temperatures drop below freezing.

Landlord may be responsible for paying a master metered utility bill for a utility such as water, wastewater/sewer, trash, heat, gas, etc. and will be responsible for paying any penalties, late fees, or interest pertaining to the master metered utility. For the duration of Tenant's Lease or occupancy, whichever is longer, Landlord is authorized to allocate a portion of any utility that is master metered using the following allocation format:

Tenant's bill for utility cost(s) will be determined by the following formula:
If a separate meter is available, Tenant's cost will be based upon the actual meter reading and the applicable rate(s).

If separate meters are not available, Tenant's bill will be determined from the previous period's master utility bill(s) for the property or specifically serving Tenant's building. Tenant's monthly bill or use will differ pursuant to an allocation based, in whole or in part, upon at least one or more of the following components: the number of units at the property, the number of occupied units at the property or building, the square footage of the unit, the number of occupants in the unit pursuant to this Lease, the number of occupants at the property or in the building, the number of bathrooms in the unit, total utility consumption, and the rates charged to the Landlord by the company(ies) providing the master utility service(s). The landlord will remain responsible for common area usage.

Tenant represents that all occupants that will be residing in the unit are accurately identified in the Lease. Tenant agrees to promptly notify Landlord of any changes in such numbers of occupants. Failure to do so will be considered a breach of the Lease. Tenant and occupants will be deemed to be in the unit whether or not they are physically there for the longer of Lease term or physical occupation and will be responsible for such consumption and costs as if they were physically occupying such unit.

Tenant agrees to pay a one-time account set up and activation fee of \$10.00, which fee shall be included in the first utility bill received by Tenant, charged for each type of utility provided through Landlord, and a Monthly Invoice Administrative Fee of \$3.75, which fee shall be included on each utility bill received by Tenant. The Monthly Invoice Administrative Fee may be modified by the Landlord by giving Tenant 30 days written notice.

Tenant agrees to pay said utility charges by the date specified on the bill. Tenant agrees to submit payment to the address specified on the bill. The cost of providing utilities to the apartment is considered additional rent. In the event such bill is not paid within three (3) days of the due date, such failure to pay, at Landlord's election, shall constitute a default under the Lease.

Tenant agrees to allow Landlord or billing service provider designated by Landlord access to read the submeter for Tenant's unit, if any. Tenant shall not tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach or default of this Lease and shall entitle Landlord to

exercise all remedies available under the Lease.

By signing the Lease the Tenants acknowledge that they have read this and accept its terms.

17. TELEVISION, CABLE TELEVISION, RADIO AND TELEPHONE, OR ANY COMMUNICATION SERVICE. Landlord shall not be responsible for providing Tenant with access to any television, cable television, radio services, telephone and/or any communication, or for the installation or service of "feeder" cables or "drop" services. In the event any services are currently being supplied to the Apartment Development, Landlord may, at its option, cancel such services, or change providers. Tenant shall be solely responsible for installation costs and all monthly charges for such service. Landlord shall in no event be responsible to install, repair or maintain any wiring associated with providing any of these services.

18. CONDITION OF PREMISES. Tenant hereby acknowledges that he has inspected the Premises and agrees to accept the same in their present condition. Execution of this Lease shall be deemed conclusive evidence that the Premises are in satisfactory condition and repair, as of the date hereof, unless otherwise specified herein or in the inventory checklist. Tenant agrees that neither Landlord, nor any agent of Landlord, has made any representation as to the condition of the Premises and no promises have been made to decorate, alter, repair or improve the Premises. Nothing provided herein, however, shall waive or alter a remedy available to the parties hereto should the Premises be in a condition which violates the covenants of fitness and habitability required pursuant to M.C.L.A. 554.139.

19. MAINTENANCE. Tenant, at his own expense, shall replace light bulbs, keep the Premises neat, clean and sanitary and shall dispose of all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner. Tenant shall use and operate all electrical, gas, plumbing and heating fixtures and appliances in accordance with their operating instructions and in a safe manner. Tenant shall keep, repair, maintain and not misuse the Premises so that they may be returned to Landlord in as good order and condition as when delivered to Tenant, except ordinary wear and tear. Maintenance and repairs required due to Tenant's actions or lack of actions will be charged to Tenant. This includes, but is not limited to, the following: coffee grounds or similar waste matter, rubbish, rags, sweepings, and so forth, placed in the sink, bath or laundry tubs or toilet bowls, and damage to or clogging of the garbage disposal, dishwasher, waste traps or toilets caused by the deposit of foreign matter. Tenant shall also be responsible for changes or damages to walls, doors, ceilings, carpet or other floor material and other components of the Premises caused Tenant or Tenant's invitees other than existed at the time of occupation. The amount of damages involved in violation of this paragraph shall be deemed additional rent. Landlord shall deliver a bill to tenant and tenant shall immediately reimburse Landlord. The amount billed will be treated as rent and failure of the Tenant to immediately reimburse Landlord within three (3) business days, entitles Landlord to all remedies for such default as for non-payment of rent.

20. ALTERATIONS. Tenant shall not make, or cause to be made, any alterations, additions, or improvements to the Premises, or any part of the Premises, or attach any fixtures or equipment to the Premises, without Landlord's prior written consent. Any alterations, additions or improvements to the Premises consented to by Landlord, in writing, shall be made by Tenant, at Tenant's sole cost and expense, according to plans and specifications approved by Landlord. Any contractor or person selected by Tenant to make any alterations, additions or improvements to the Premises must first be approved by Landlord. All alterations, additions, improvements, and fixtures, whether temporary or permanent in character, made in or upon the Premises either by Landlord or Tenant shall, at the option of Landlord, be Landlord's property and, at the end of the Term of this Lease, will remain on the Premises without compensation to Tenant. Any construction lien filed against the Premises, or the Apartment Development, for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, shall be discharged by Tenant within ten days thereafter at Tenant's expense, by payment of the indebtedness or by filing of the bond required by law. Tenant shall not paint, wallpaper, or otherwise redecorate the Premises without Landlord's prior written consent. Tenant shall also be responsible for damage to walls, doors, ceilings, carpet or other floor material and other components of the Premises caused by application of tape or other hangers or devices including, but not limited to, nails, tacks, plant hangers, screws, mollies, etc., or permanent stains affecting any of the

above. Tenant shall promptly pay for all expenses incurred for the removal of any wall covering installed during the Term of this Lease and for the restoration and repainting of all walls and ceilings affected, even though Tenant shall have obtained written permission from Landlord for installation of same.

21. RIGHT OF RE-ENTRY. In the event Tenant commits waste or fails to keep the Premises in good condition and repair as required, the Landlord, its agents or employees, may enter the Premises, without terminating this Lease, and restore the Premises to the same condition as existed as of the execution date hereof. Tenant agrees to pay to Landlord, on demand, as additional rent, the expenses of the Landlord in restoring the Premises to its original condition.

Landlord, its agents or employees, shall have the right, without notice, unless required by law, (a) to show the Premises to prospective tenants for a period of forty-five (45) days prior to the expiration of this Lease; (b) to show the Premises to prospective lenders or purchasers of the Apartment Development at any time during the Term of this Lease; and (c) to enter said Premises at any time during the term of this Lease for any and all emergencies which may arise in or near said Premises. Tenant agrees to allow Landlord access to Premises during typical business hours to perform routine maintenance of Premises, equipment, plumbing and electrical systems.

22. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or in any manner transfer any interest or benefit hereunder, or sublet the Premises, or any part thereof, or permit the use of same by anyone other than an authorized occupant except by express written consent of the Landlord which may be withheld at Landlord's sole discretion. Landlord may collect from any authorized or unauthorized assignee, sublessee or occupant, any rent or charges due from the Tenant to the Landlord under the terms of this Lease, and Landlord may apply the same toward the Tenant's obligation and such collection shall not be deemed a waiver of the provisions of this Lease or an acceptance of the assignee, sublessee or occupant as a tenant, nor shall it release the Tenant from performing any of the terms, covenants and conditions of this Lease.

23. QUIET ENJOYMENT. Landlord covenants that the Tenant, upon payment of all of the aforesaid installments of rent and performance of all of the covenants contained in this Lease, may peacefully have, hold and enjoy the Premises for the Term provided herein.

24. NO PETS. Tenant shall not keep any birds or animals, as pets or otherwise, on, in or about the Premises unless Landlord has consented to same as evidenced by Landlord and Tenant's execution of the Pets provision set forth in Paragraphs 5 & 8.

25. RIGHT TO MORTGAGE. Landlord shall have the right to subject and subordinate this Lease, at all times, to the lien of any mortgage now or hereafter placed upon the Premises or the Apartment Development. Tenant shall execute and deliver to Landlord such documents as may be required in order to accomplish the purposes of this paragraph. Tenant shall, upon the request of Landlord, execute and deliver to Landlord an estoppel certificate certifying: that this Lease is in full force and effect and has not been modified or amended (or if modified or amended, describing the same); the date Tenant accepted occupancy of the Premises; the date to which rent has been paid; the defaults of Landlord under this Lease (or if none be claimed, stating that fact); and such other matters as Landlord may reasonably request.

26. CASUALTY DAMAGE. In the event the Premises and/or other areas of the Building or Apartment Development are damaged or destroyed in whole or in part by fire or other casualty during the Term of this Lease, Landlord shall have the right to terminate this Lease upon written notice given to Tenant within ninety (90) days after the date of such occurrence. In the event Landlord elects to restore the damaged areas, this Lease shall remain in full force and effect and the rent required under this Lease shall abate in proportion to the area of the Premises which is untenantable, provided, however, that if Tenant uses any part of such untenantable portion of the Premises for storage during the period of repair, Landlord may assess a reasonable charge therefor against Tenant. In the event Landlord elects to restore the damaged areas, Landlord shall restore such areas to substantially the same condition as before the occurrence of such casualty. In no event shall Landlord be required to repair or replace (a) Tenant's personal property except to the extent such personal property was originally provided by Landlord at Landlord's cost; or (b) Tenant furnishings, fixtures, merchandise or equipment; or (c) personal property of

Tenant's licensees or invitees. It is recommended by Landlord that Tenant secure renter's insurance on Tenant's personal property.

27. EMINENT DOMAIN. If the whole or part of the Premises is taken by any public authority under the power of eminent domain, then this Lease shall terminate on the date possession of the Premises is delivered to such public authority. Rent shall be paid to that date and prorated accordingly. If part of the Building or Apartment Development (but not specifically including the Premises) is taken by any public authority under the power of eminent domain, then, at the election of Landlord, this Lease shall terminate on the date possession of part of the Building or Apartment Development is delivered to such public authority. Rent shall be paid to that date and prorated accordingly. All damages awarded for such taking shall belong to and be the property of the Landlord.

28. ABANDONED PROPERTY. If the Tenant shall vacate or abandon the Premises and leave any personal property in, on, or about the Premises, Landlord shall have the right to utilize or dispose of said property in any manner it deems appropriate. Landlord shall have no duty or responsibility to account for said property to the Tenant. No bailment shall be deemed to have been created between Landlord and Tenant. For purposes of this provision, the Premises shall be considered abandoned when (a) the rent is unpaid; (b) there appears to be no visible sign of occupancy by the Tenant, and (c) Tenant fails to respond to written notice of such vacation or abandonment for a period of seven (7) days following posting of such notice at the Premises or mailing of such notice to the Premises by ordinary mail.

29. HOLDING OVER. If Tenant holds over beyond the Expiration Date, even if only for one (1) day, and if Landlord accepts Tenant's tender of rent, which rent shall be in the amount of 150% of the last monthly installment of rent reserved under this Lease, then the tenancy shall continue from month to month in the absence of a written agreement to the contrary, subject to the same terms, conditions, rights, rules and obligations set forth in this Lease. If tenancy is on a month to month basis, Landlord may increase rent upon thirty (30) days written notice. Landlord shall not be obligated to enter into a new lease with Tenant or agree to a continuation of possession on a month to month basis.

If the Landlord accepts a month to month tenancy, the rent shall commence on the first day of the month and cover a period ending on the last day of the month. The tenancy shall be terminated by either party giving the other written notice. The notice must be postmarked at least thirty (30) days prior to the termination of the tenancy. If the 30th day is other than the last day of a calendar month, the notice shall be held to terminate the tenancy at the end of that calendar month. Regardless of the date of move out, the Tenant shall be responsible to pay rent to the end of the month after the thirty (30) day notice is given or the end of the next month after move-out if no notice is given.

30. RE-RENTAL FEE. In the event Tenant vacates or abandons the Premises prior to the expiration of the Term of this Lease, whether voluntarily or involuntarily, Tenant shall be liable for all costs of re-rental, including, but not limited to, commissions, advertising costs, redecorating, repairs, lock changes, rent concessions and all other out-of-pocket expenditures made in connection with the re-rental of the Premises. Tenant shall, in addition to all other sums due under this Lease, and as stated above, be liable to Landlord for a re-rental fee in the amount of Three Hundred Dollars (\$300.00) to pay for additional costs incurred by Landlord, such as, by way of example and not limitation, showing, administering and preparing new lease and re-calculating of Statement of Account if necessary.

31. NOTICE OF INTENTION TO SURRENDER. At least thirty (30) days prior to the expiration of the Term of this Lease, Tenant shall give Landlord written notice of his intention to surrender or re-rent said Premises at the expiration of the Term. Failure to give such notice shall not alter the Expiration Date of this Lease. Tenant understands and agrees that he is responsible for the rent, utilities, and any other associated charges until all of the following events have occurred: (i). a 30-day written notice has been delivered to landlord on or before 30 days prior to the end of the expiration date indicating intention to vacate (ii). the Lease term has ended; (iii). the Premises have been completely vacated; (iv). all keys have been turned in to the on-site rental office. If Landlord and Tenant have not entered into a new Lease and all the events referenced above have not occurred, then the tenant shall be a holdover tenant subject to Paragraph 29 above.

32. DEFINITION OF LANDLORD. As used in this Lease, the term "Landlord" shall mean only the owner, or the mortgagee in possession, for the time being, of the Apartment Development, so that in the event of any sale of the Apartment Development, said Landlord shall be and hereby is entirely free and relieved of all covenants and obligations of Landlord hereunder which are thereafter to be performed or observed, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and any such purchaser, that such purchaser has assumed and agreed to perform and observe any and all covenants and obligations of Landlord hereunder. Unless prohibited by the Truth in Renting Act, all separate and personal liability of Landlord or any officer, director, partner, principal, or member thereof, of every kind or nature, if any, is waived by Tenant, and by every person now or hereafter claiming by, through or under Tenant; and Tenant shall look solely to the Apartment Development for the payment of any claim against Landlord.

33. ACTS OF OTHER TENANTS. Landlord shall not be responsible or liable to the Tenant for any nuisance or disturbance suffered by Tenant or any loss or damage suffered by Tenant that may be occasioned or caused by or through the acts or omissions of persons occupying adjoining Premises or any part of the Building of which the Premises are a part or for any loss or damage resulting to the Tenant or his property from the interruption of electrical service or the bursting, stoppage or leaking of water, gas, or sewer lines or from any other cause whatsoever, unless such loss or damage was directly caused by Landlord's negligence or willful misconduct.

34. BREACH; INSOLVENCY; RE-ENTRY. If any rental payable by Tenant to Landlord is not paid when due, or if Tenant violates or defaults in the performance of any other of its obligations under this Lease, then Landlord may (but will not be required to), upon seven (7) days notice given to Tenant, declare this Lease forfeited and the Term ended, or re-enter the Premises, or exercise all other remedies available under Michigan law. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein will not be relinquished or extinguished for the balance of the Term. Tenant will pay, in addition to the rental and other sums agreed to be paid hereunder, lawful attorneys' fees, costs, and expenses in any suit or action instituted by or involving Landlord to enforce the provisions of, or the collection of the rentals due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code. If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a Petition of Bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for all or substantially all of his assets, makes a general assignment for the benefit of his creditors, fails generally to pay his debts as they become due, or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and, to the extent from time to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in this paragraph. If Tenant shall default under this Lease, Landlord shall have the right to accelerate the payment of the rent reserved, including any additional rent, for the balance of the Term of this Lease, and to declare said amount due and payable to Landlord forthwith. If Landlord shall elect to accelerate the rent, as provided, Tenant may not be liable for the total accelerated amount claimed by Landlord because of Landlord's obligation to minimize damages, and either Landlord or Tenant may have a court determine the actual amount, if any, owed by Tenant as a result of Landlord's acceleration.

In addition to the foregoing, if Tenant shall default in fulfilling any of the covenants or conditions of this Lease, other than the covenants for the payment of rent, or if the Tenant shall fail to comply with any of the Rules and Regulations herein referred to or hereafter established, or if the Landlord, or the agent for the time being of the Landlord in respect to the Apartment Development, shall deem objectionable or improper any conduct on the part of the Tenant or any of those dwelling in or visiting the Premises, the Landlord or the said Agent of the Landlord may give the Tenant seven (7) days notice of intention to end the term of this lease and thereupon, at the expiration of said seven (7) days, the term under this lease shall expire as fully and completely as if that day were the date herein fixed for the expiration of the term and the Tenant will then quit and surrender the Premises to the Landlord. Repeated complaints from other tenants as to Tenant's conduct shall be conclusive proof that Tenant is in violation of the terms of this Lease and shall be additional ground for Landlord's right to evict Tenant.

35. CREDIT REPORTS. Lessee expressly authorized Landlord or Landlord's agent, including a collection agency, to obtain Lessee's consumer credit report, which Landlord or Landlord's agent may use if attempting to collect past due rent payments, late fees, or other charges from Lessee, both during the term of the lease and thereafter.

36. TENANT'S INDEMNIFICATION. TENANT INDEMNIFIES AND HOLDS LANDLORD HARMLESS FROM ANY AND ALL LOSS, DAMAGE, COST OR EXPENSE AND SHALL BE SOLELY LIABLE FOR SUCH LOSS, DAMAGE, COST OR EXPENSE WITH RESPECT TO: (a) ANY AND ALL DAMAGE TO THE PREMISES, THE APARTMENT DEVELOPMENT OR TO LANDLORD'S OTHER PROPERTY THAT IS CAUSED BY THE ACTS OR OMISSIONS, WHETHER NEGLIGENT OR NOT, OF TENANT OR TENANT'S GUESTS; AND (b) ANY LIABILITY OR PROPERTY CLAIMS AGAINST THE LANDLORD BY OTHER TENANTS OR CLAIMANTS, THAT IS CAUSED BY THE ACTS OR OMISSIONS, WHETHER NEGLIGENT OR NOT, OF TENANT OR TENANT'S GUESTS. Tenant shall pay, on demand of Landlord, to the extent permitted by law, any and all costs and expenses associated with the foregoing indemnifications or liabilities, including legal fees and expenses incurred by the Landlord as a result of Tenant's acts or omissions, within 10 days. Such amounts due shall be considered as Rent and Landlord shall have the right to pursue all remedies and collection as allowed by Law.

Tenant acknowledges that their rent does NOT include any insurance coverage and their rent is not being used to purchase any insurance policies or coverages that may be purchased by Landlord. Tenant further acknowledges that they are not relying on such coverage nor will they claim any rights against Landlord policies should they, their occupants, and/or guests cause and/or contribute to any property damage or personal injury to any party for which they may be personally responsible. TENANT IS REQUIRED TO MAINTAIN LIABILITY INSURANCE AND STRONGLY URGED TO MAINTAIN PROPERTY INSURANCE.

37. CRIME FREE. Tenant, and members of the Tenant's household, guest or other person under the Tenant's control shall not engage in criminal activity, in, on, or about the Leased premises or Apartment Community and shall not engage in any act intended to facilitate criminal activity. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

CONTROLLED SUBSTANCES. The Landlord may terminate this lease upon 24 hours written notice if a Lessee, member of Lessee's household, or other person under the Lessee's control, has unlawfully manufactured, delivered, possessed with the intent to deliver, or possessed a controlled substance on the Leased premises or Apartment Community. This provision shall apply if a formal police report has been filed by the Landlord alleging that the Lessee, member of Lessee's household, or other persons under the Lessee's control, has unlawfully manufactured, delivered, possessed with the intent to deliver, or possessed a controlled substance on the Leased premises or Apartment Community. For purposes of this provision, "controlled substance" means a substance or counterfeit substance classified in Schedule 1, 2, or 3 pursuant to Sections 7211 to 7216 of the public health code, MCL 333.7211 to 333.7216.

38. NOTICES OF INJURIES AND HAZARDOUS CONDITIONS. In the event of any injuries to the Tenant or to any property of the Tenant through the negligence of the Landlord, its agents or employees, the Tenant agrees to give the Landlord written notice of the occurrence of said injury within five (5) days of the happening thereof. Tenant shall immediately notify Landlord, in writing, of any hazardous condition involving the Premises or the Apartment Development.

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

A. MOISTURE ACCUMULATION: Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including walls, windows, floors, ceilings, and bathroom fixtures, including, but not limited to, shower stalls and tub enclosures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable

levels.

B. APARTMENT CLEANLINESS. Tenant shall clean and dust the Lease Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.

C. NOTIFICATION OF MANAGEMENT. Tenant shall promptly notify management in writing of the presence of the following conditions:

- (i) A water leak, excessive moisture, or standing water in the Leased Premises;
- (ii) A water leak, excessive moisture, or standing water in any community common area;
- (iii) Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectant, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
- (iv) A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises;
- (v) Any inoperable doors or windows.

D. LIABILITY. Tenant shall be liable to Landlord for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with these terms.

E. VIOLATION. Violation of this shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

39. NOTICES. Any notices under this Lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date. If to the Landlord, to the address on the execution page and to 255 E. Brown Street, Suite 200, Birmingham, Michigan 48009.

40. NOTICE PURSUANT TO MCL §554.601a. A Tenant who has occupied a rental unit for more than 13 months may terminate a lease by a 60-day written notice to the Landlord if one of the following occurs: (1) The Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility; (2) The Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

41. JOINT LIABILITY. In the event that this Lease shall be executed by more than one person as Tenant, then the liability of the persons so signing shall be joint and several.

42. APPLICABLE LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Michigan and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

43. SEVERABILITY. If any portion of this Lease shall be adjudged by any court of competent jurisdiction to be invalid, such adjudication shall not affect or impair any of the other terms, covenants or provisions of this Lease, and the remaining provisions of this Lease shall be valid and binding upon the parties.

44. RECORDATION RESTRICTION. Neither party shall record this Lease or any portion thereof.

45. PRONOUNS. It is agreed that in this Lease, the word "he" shall be used as synonymous with the words "she", "it", and "they", and the word "his" synonymous with the words "hers", "its", and "their".

46. WAIVER. One or more waiver(s) of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act of Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

Each of the rights and remedies provided by this Lease shall be cumulative.

47. ENTIRE AGREEMENT. The obligations of Landlord and Tenant hereunder are mutual, and all understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it, in whole or in part, or a surrender of this Lease or of the Premises or any part thereof or of any interest of Tenant therein unless such executory agreement is in writing and signed by Landlord and Tenant.

48. RULES AND REGULATIONS. Tenant shall comply with all of the rules and regulations governing the Premises and the Apartment Development, as promulgated by Landlord from time to time. The following is the current list of rules and regulations governing Tenants of the Apartment Development:

A. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress to, and egress from, the demised Premises.

B. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the demised Premises or Building.

C. No awnings or other projections shall be attached to or protrude beyond the outside walls of the Building, and no blinds, shades or screens shall be attached to or hung in or used in connection with any window or door of the demised Premises, without the prior written consent of the Landlord.

D. No radio or television aerials or wires or satellite dishes shall be erected in or about any part of the Premises without the written execution of a "Satellite Dish or Antenna Addendum to Lease Contract", and satisfying the terms and payment of the monetary items required in this addendum.

E. The Tenant shall not sweep or throw out into any of the corridors, halls or other common areas of the Building, any dirt or other substance.

F. Nothing shall be done in or about the Building which will interfere with the rights, comforts or convenience of other tenants. No musical instruments, radios, television or phonograph shall be operated in a manner that is disturbing or annoying to other tenants, nor shall any disturbing noise be made at any time.

G. Window sills shall be kept free from all personal property.

H. Toilets and other fixtures, equipment, and appliances shall be used only for the purposes for which they are constructed.

I. The trees, lawn and shrubbery are a vital and valuable part of the Apartment Development, and Tenant shall be liable for damages for any mutilation or defacing thereof for which he is responsible.

J. Laundry work shall be done only in the room provided for such purpose. Washing machines and dryers shall be used and operated in the area so designated by Landlord.

K. No furniture, fixtures, or equipment owned by Landlord may be moved from any part of the Building. All furniture, fixtures, and equipment must be permanently retained in its original location.

L. The storage of kerosene, gasoline or other hazardous, flammable or explosive agents or materials is prohibited.

M. No personal property of any kind shall be placed or kept on the lawns, nor shall such areas be used for lounging, playing or any other activities without the consent of the Landlord.

N. The rules and regulations governing the use of the Common Areas, if any, shall be at the sole discretion of the Landlord. Said rules shall be available at the office of the Landlord and it shall be the Tenant's sole responsibility to advise himself of said rules and abide by them.

O. No barbecuing shall be done on balconies of the Premises. Any barbecuing on the grounds shall be done at least ten (10) feet away from any building or structure.

P. Tenant(s), residents, occupants, and invitees and guests of Tenant or occupants are to play only in the play areas provided for that purpose. Playing in the halls, entrances, stairways or basements of the Buildings in the Apartment Development is expressly prohibited.

Q. Landlord may retain a passkey to the Premises. No Tenant shall alter any lock or install a new lock or a knocker on any door without the written consent of the Landlord. In case such consent is given, Tenants shall provide Landlord with an additional key. In the event Tenant is locked out of his Premises, Tenant shall notify Landlord of same and Tenant shall pay to Landlord a "lock out" fee in the amount of Twenty Dollars (\$20.00) upon demand by Landlord.

R. Pouring of grease into sinks or toilets is forbidden. All grease shall be disposed of with garbage in proper receptacles.

S. Garbage, newspapers, and refuse must be carefully wrapped and placed in containers provided in the parking or other areas designated by the Landlord for this purpose, and such container lids must be kept tightly closed at all times.

T. All furniture, packages, boxes and the like shall be taken into or removed from the Building through the rear door or package receiver. All damages to the Building caused by the moving or carrying of articles therein shall be paid by Tenant.

U. The parking or storage, for more than 24 hours, of automobiles or any vehicle not used on a regular basis, campers, snowmobiles, trucks, commercial vehicles, recreational vehicles and motorcycles within the Apartment Development is strictly prohibited. Permitted automobiles and other vehicles shall be driven only on the roadways and parked only in proper parking areas; and no repairing or washing will be done at any time in the Apartment Development. Motorcycles and any other vehicles disturbing to other residents are expressly prohibited and shall not be brought into the Apartment Development. The Landlord will be the final judge of whether any vehicle shall be considered "disturbing". All vehicles not having a current license plate from a governmental agency shall not be allowed on the property and shall be subject to immediate towing. Tenant, and any occupant, invitee or guest shall move any and all allowed vehicles to a designated area the Landlord so instructs by posting or tabbing such vehicle about, adjacent or near the Apartment Community, for the duration of time so indicated at Landlord's sole discretion within 24 hours to allow maintenance and repair of the Common Areas. Tenant will be responsible for any towing or removal costs incurred with Landlord's enforcement of this or any other provision and indemnify Landlord for loss(es) sustained by moving such vehicle and such costs shall be deemed additional rent.

V. If applicable, the front porch of the Premises shall be kept completely free of all bicycles, chairs, barbecue equipment, papers, baby carriages, etc., at all times. Only wrought iron or comparable furniture may be placed on patios, terraces or balconies, and if such furniture is not of a quality or appearance satisfactory to Landlord, Tenant shall remove the same promptly after written notice from Landlord.

W. No water beds shall be permitted except upon the prior written approval of Landlord and proof of waterbed insurance. Tenant agrees to indemnify Landlord for any and all cost(s) associated with or caused by use of such waterbed.

X. Vehicles shall be parked only in designated parking areas. Tenant shall at all times observe the speed limit of ten (10) miles per hour in the Apartment Development.

Y. Tenant shall make any request for repairs in writing to Landlord.

Z. If an exercise facility is located at the Apartment Development, Tenants must execute or re-execute a current liability waiver and acknowledgment of the rules governing the exercise facility. The rules governing the exercise facility by this reference becomes an enforceable part of this lease.

AA. Tenant agrees to comply with all mandatory and/or voluntary recycling procedures established by the city/township and/or the Landlord. Tenant further agrees to reimburse Landlord for any costs incurred by Lessor that can be attributed to Tenant's non-compliance with this paragraph of the lease agreement. These costs shall be considered additional rent and due with the Tenant's next rental payment.

AB. No solicitation or advertising shall be allowed except by written consent as approved by Landlord to be issued at its sole discretion.

AC. Abusive behavior toward employees, the Property or other Tenants is strictly prohibited.

AD. These rules and regulations may be modified, altered or revised at any time at the sole discretion of the Landlord.

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YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF THE FORWARDING ADDRESS WHERE YOU CAN BE REACHED, AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES INHERENT TO THAT FAILURE. THE LANDLORD'S NAME AND ADDRESS FOR RECEIPT OF COMMUNICATIONS UNDER THE LANDLORD TENANT RELATIONSHIP ACT AND THE TRUTH IN RENTING ACT ARE AS FOLLOWS:

**PROPERTY NAME
PROPERTY ADDRESS
CITY, MI ZIP CODE**

There are **8** pages to this lease. This is page **8** of **8**. By signing below Tenant(s) acknowledge(s) that all pages are attached in addition to the following:

Initial the following:

_____ **IT IS UNDERSTOOD LANDLORD ENCOURAGES YOU TO OBTAIN RENTERS INSURANCE.**

_____ **MOVE-IN INSTRUCTIONS (NEW MOVE-IN'S ONLY)**

_____ **COMMENCEMENT INVENTORY (NEW MOVE-IN'S ONLY)**

_____ **FITNESS CENTER RELEASE**

_____ **30 DAY NOTICE OF INTENT TO VACATE**

_____ **GUIDELINES FOR PET OWNERS**

_____, Tenant Date Witness Date

_____, Tenant Date Witness Date

_____, Tenant Date Witness Date

_____, Tenant Date Witness Date

_____, Tenant Date Witness Date

_____, Tenant Date Witness Date

_____, Tenant Date Witness Date

_____, Landlord Date Witness Date