



APARTMENT RESIDENCE LEASE AGREEMENT

This is a LEASE AGREEMENT signed on (month) _____ (day) _____ 20____ by: _____, as the Owner/Landlord whose address for the giving of notice is 8861 Dixie Highway, Clarkston, MI 48348 and by the following Resident(s)/Tenant(s):

First Name Last Name DOB

First Name Last Name DOB

By signing this Lease Agreement the Owner/Landlord and the Resident(s)/Tenant(s) agree(s) that the relationship between them is fully and accurately defined by this Lease Agreement and Rules and Regulations, and that the Resident(s)/Tenant(s) promise to perform all of the obligations thereof.

All direct payments, notices and other correspondences and communications to Owner/Landlord should be addressed to the offices at: _____.

1. DEFINITIONS AND TERMS

(a) Apartment Community:

(b) Apartment/Unit

1. Apartment No.: _____

2. Address: _____

(c) Beginning Date: ☐ Month to Month lease

(Month) _____ (Day) _____ 20 _____

(d) Ending Date:

(Month) _____ (Day) _____ 20 _____

(e) Security Deposit: \$ _____

Held at: _____

(f) Ren:

1. Partial first month rent of

\$ _____ for _____ days

2. Base Monthly Rent: \$ _____

3. Carport/Garage Charge: \$ _____

4. Other: _____ \$ _____

TOTAL MONTHLY RENT: \$ _____

(g) The monthly rent includes/does not include

charges for the following utilities:

	<u>Included</u>	<u>Not Included</u>
Paid by:	Owner/Landlord	Resident(s)/Tenant(s)
Water	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>

(h) Other Occupants of the Apartment/Unit are:

Name DOB Relationship to Resident(s)/Tenant(s)

Name DOB Relationship to Resident(s)/Tenant(s)

Name DOB Relationship to Resident(s)/Tenant(s)



(i) Resident(s)/Tenant(s) Automobiles:

Make	Model	Year	Color	License Plate Number
Make	Model	Year	Color	License Plate Number
Make	Model	Year	Color	License Plate Number

Resident(s)/Tenant(s) agree(s) to notify Owner/Landlord of any changes to the Resident(s)/Tenant(s) automobiles or license numbers.

AGREEMENT 2. By this Lease Agreement, the Owner/Landlord is renting the Apartment to the Resident(s)/Tenant(s). In exchange, the Resident(s)/Tenant(s) agree(s) to pay the Rent promptly on or before the first day of each month, and to pay any and all other charges payable under this Lease Agreement when they are due. Further, both the Owner/Landlord and the Resident(s)/Tenant(s) agree(s) to observe all the terms and conditions of this Lease Agreement. For so long as the Resident(s)/Tenant(s) observe all of the terms of this Lease Agreement, the Owner/Landlord agrees that the Resident(s)/Tenant(s) may use the Apartment without interruption by the Owner/Landlord, except where this Lease Agreement says otherwise.

TERM 3. This Lease Agreement will begin on the Beginning Date and continue until the Ending Date. If neither the Owner/Landlord or Resident(s)/Tenant(s) notify the other party at least 30 (thirty) days before the Ending Date that this Lease Agreement will terminate, then this Lease Agreement will automatically be continued after the Ending Date for successive one-month terms ending the last day of each month, until either the Owner/Landlord or Resident(s)/Tenant(s) gives at least a 30 (thirty)-day prior written notice to the other party that this Lease Agreement will terminate. However, a Resident(s)/Tenant(s) may terminate this Lease Agreement before the Ending Date if the Resident(s)/Tenant(s) has/have occupied the Apartment for more than 13 (thirteen) months, gives at least 60 (sixty) days prior written notice to the Owner/Landlord, and either (a) provides written proof that the Resident(s)/Tenant(s) has/have become eligible to take possession of an Apartment for individuals 62 years of age or older that is subsidized in whole or part under any local, state, or federal program, or (b) provides a notarized certificate from a physician that the Resident(s)/Tenant(s) has/have become incapable of living independently prior to the Ending Date.

The Rent or other charges payable by the Resident(s)/Tenant(s) or any of the other terms and conditions of this Lease Agreement may be changed by the Owner/Landlord after the Ending Date by giving at least 30 (thirty) days prior written notice to the Resident(s)/Tenant(s) of the change. Owner/Landlord reserves the right to increase the rental rate by at least 10% holding over fee for the new Lease Agreement not signed.

A Resident/Tenant who has a reasonable apprehension of present danger from domestic violence, sexual assault, and/or stalking may have statutory rights to terminate the Lease Agreement pursuant to MCL 554.601b.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead-based exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners/Landlords must disclose the presence of known lead-based paints and/or lead-based paint hazards in the dwelling. Resident(s)/Tenant(s) must also receive a federally-approved pamphlet on lead poisoning prevention.

While this Lease Agreement is intended to begin on the Beginning Date, the Owner/Landlord does not promise that the Apartment will be ready and available for the Resident(s)/Tenant(s) on the Beginning Date. If the Resident(s)/Tenant(s) are not able to enter and occupy the Apartment on the Beginning Date because the Apartment is not ready, because a previous Resident(s)/Tenant(s) has/have not moved out, or for any cause reasonably beyond the Owner/Landlord's control, then this Lease Agreement will not begin until the Owner/Landlord determines the Apartment is ready and available for occupancy. No Rent or other charges will be due until the later Beginning Date and the Owner/Landlord will not be liable for any damages to the Resident(s)/Tenant(s) because of this later Beginning Date.

RENT 4. The Resident(s)/Tenant(s) promise(s) and agree(s) to pay the Rent stated in Paragraph 1 in advance on or before the first day of each month without the Owner/Landlord notifying the Resident(s)/Tenant(s) of any Rent or charges due. The Rent is payable at the office listed on Paragraph 1, however, the Owner/Landlord may designate other places where Rent can or must be paid by written notice to the Resident(s)/Tenant(s) and the Resident(s)/Tenant(s) shall then pay the Rent and charges at the places stated in the notice. Rent is payable by cashier's check, certified check, money order or personal check. The Owner/Landlord may however, refuse a personal or certified check and require payment as a cashier's check or money order. In no event will cash be accepted. The Resident(s)/Tenant(s) also promise(s) and agree(s) to pay all other charges imposed by this Lease Agreement within 10 (ten) days of the Owner/Landlord's bill to the Resident(s)/Tenant(s). The Resident(s)/Tenant(s) may not elect to apply any portion of their Security Deposit against Rent or other charges imposed by this Lease Agreement.

LATE CHARGES 5. If the Owner/Landlord has not received the Rent by the 5th (fifth) day of the month, the Resident(s)/Tenant(s) will be charged a late fee of \$100 on the 6th (sixth) day. The late fee charge will be added to the Resident(s)/Tenant(s) account and will be deemed as Rent and shall be paid by the Resident(s)/Tenant(s) regardless of whether the Owner/Landlord has billed for

the late charges. The Owner's/Landlord's failure to bill for the late fee charge will not waive the Owner/Landlord's right to collect the late fee charge as Rent and the Owner/Landlord's right to collect the late fee charge will be in addition to the Owner/Landlord's other rights and remedies under this Lease. Any check which is returned to the Owner/Landlord because the Resident's/Tenant's bank does not honor the check for any reason will be treated as if no payment has been made at all, and in addition, the Resident(s)/Tenant(s) will pay a returned check fee.

RENT INCREASES 6. As authorized in the Truth in Lending Act (MCL 554.631 to 554.641), Owner/Landlord shall have the right to make the following adjustments in this Lease upon written notice to Resident(s)/Tenant(s) of not less than 30 (thirty) days: a) changes required by federal, state, or local law or rule or regulations; b) changes in rules related to the Property, including the premises, which are required to protect the physical health, safety or peaceful enjoyment of the Resident(s)/Tenant(s), their guests, employees and representatives of the Owner/Landlord in and of the Apartment Community; c) changes in the amount of Rent to cover additional costs in operating the Community incurred by the Owner/Landlord because of increases in ad valorem property taxes, charges for electricity, heating fuel, water and sanitary sewer services consumed at the Apartment Community or increases in premiums paid for liability, fire or workmen's compensation insurance.

CHARACTER OF THE OCCUPANCY 7. The Resident(s)/Tenant(s) agree(s) that the Apartment is to be used exclusively as a private residence for the Resident(s)/Tenant(s) and the Other Occupants listed in Paragraph 1 in this Lease, and for no other persons or purposes. A person will be considered to be an Other Occupant and required to be registered and approved by the Owner/Landlord if he or she resides at the Apartment Community for more than 21 (twenty-one) days in a 12 (twelve)-month period or more than 5 (five) days in any 1 (one)-month period. Occupancy limits per bedroom may be enforced according to local law if applicable. Other Occupants may not use or occupy the Apartment if all Resident(s)/Tenant(s) are absent for more than 30 (thirty) days. Guests or visitors may not use or occupy the Apartment unless the Resident(s)/Tenant(s) is present or the Resident(s)/Tenant(s) obtain the written consent of the Owner/Landlord. The Resident(s)/Tenant(s) agree(s) they will not operate or allow anyone else to operate any business enterprise from the Apartment, conduct "garage/yard sales" or make any other unusual use of the Apartment. All Leaseholders, Other Occupants and anyone living in the Apartment must be approved by Management of the Owner/Landlord. Once Resident(s)/Tenant(s) and all Other Occupants are evicted, they cannot return to the Apartment or surrounding property. Resident's/Tenant's presence post-eviction on the premises will be deemed as trespassing.

USE OF THE APARTMENT 8. The Resident(s)/Tenant(s) understand(s) and agree(s) that they will not use the Apartment for any purpose in violation to the laws, ordinances or regulations or any governmental authority. In addition, the Resident(s)/Tenant(s) will not do or permit any act at the Apartment Community which may subject the Owner/Landlord to any liability or responsibility or increase the likelihood of fire or injury. The Resident(s)/Tenant(s) agree(s) to furnish the Apartment and (unless provided by the Owner/Landlord) to install draperies or other window treatments with white linings or surfaces on the exterior so that the Community will have a uniform and consistent appearance. The Resident(s)/Tenant(s) also agree(s) to keep the Apartment in a clean and orderly condition, and to not do anything that might be considered dangerous, might be a health hazard, or might violate any health or law enforcement regulations.

RESPONSIBILITY TO OTHERS 9. The Resident(s)/Tenant(s) understand(s) that they are living in a multiple-residence Apartment Community and that the mutual cooperation of all Resident(s)/Tenant(s) is essential to make the Apartment Community a pleasant residence for everyone. Because of this, the Resident(s)/Tenant(s) agree(s) to act in an orderly fashion and not to do anything which might be a disturbance, nuisance or an eyesore to the other Resident(s)/Tenant(s), Apartment Community employees, visitors and contractors, and to cause all Other Occupants and all guests and visitors to their Apartment to conduct themselves in the same manner.

MOVE-IN CHECKLIST 10. The Resident(s)/Tenant(s) agree(s) that the Owner/Landlord has made no representation or warranties as to the condition or the state of repairs of the Apartment or the Common Areas prior to the signing of the Lease. The Owner/Landlord is not obligated to make any features of, or improvements to, the Apartment identical to any other apartment shown as an inducement to enter into this Lease. On or before the Beginning Date, the Owner/Landlord will furnish a copy of the Inventory Checklist to the Resident(s)/Tenant(s). The Resident(s)/Tenant(s) must review the Inventory Checklist, note on the checklist the condition of the Apartment and all of the Owner's/Landlord's property in the Apartment, and if the Resident(s)/Tenant(s) believe(s) the Apartment is in need of repairs which are the Owner's/Landlord's responsibility, the Resident(s)/Tenant(s) must note those items on the Inventory Checklist and return the checklist within 7 (seven) days of the Beginning Date. FAILURE OF THE RESIDENT(S)/TENANT(S) TO COMPLETE THE INVENTORY CHECKLIST AND TO RETURN IT TO THE OWNER/LANDLORD WITHIN THE 7 (SEVEN) DAYS FROM THE BEGINNING DATE WILL BE DEEMED AN AGREEMENT BY THE RESIDENT(S)/TENANT(S) THAT THE APARTMENT AND THE OWNER'S/LANDLORD'S PROPERTY IN THE APARTMENT ARE IN GOOD, CLEAN, UNDAMAGED, AND SERVICEABLE CONDITION AT THE BEGINNING DATE.

CARE OF THE APARTMENT 11. The Resident(s)/Tenant(s) understand(s) and agree(s) that they have been entrusted with valuable appliances and property. The Resident(s)/Tenant(s) agree(s) that they will not misuse or mistreat the Apartment or any of the appliances and other property in the Apartment, and that they will treat the Apartment and all the Owner's/Landlord's property in the Apartment and the Apartment Community with the respect and care that is due. The Resident(s)/Tenant(s) also agree(s) they will not permit any misuse or neglect of these appliances and property by any person, and that all malfunctions or damages will be promptly reported to the Owner/Landlord. A \$_____ non-refundable cleaning fee will be paid by Resident(s)/Tenant(s) upon move-in.

ALTERATIONS 12. The Resident(s)/Tenant(s) may not make any alterations, additions or improvements to the Apartment (including wallpaper) unless they first obtain the written consent of the Owner/Landlord. All alterations, additions, and improvements must be done in good workmanlike manner using high quality materials and must be done in such a fashion as to

not disturb other Residents/Tenants. The Resident(s)/Tenant(s) will not allow or permit any mechanic's lien or other lien to be filed against the Apartment or any part of the Apartment Community as a result of any of the Resident(s)/Tenant(s) repairs, alterations or improvements. Upon moving out, the Resident(s)/Tenant(s) understand(s) and agree(s) that they are obligated to remove all alterations, additions and improvements made by them and to restore the Apartment as described in this Lease. If not removed, Resident(s)/Tenant(s) will be charged for expenses incurred by the Apartment Community in the process of removal.

COMMON AREAS 13. The Apartment Community has been designed as a residential community, and it may contain certain Common Areas for the convenience and the mutual use and benefit of all Residents/Tenants in the Community, such as parking lots, roads, hallways, swimming pools, recreation areas, decks, lounge areas, community centers, laundry facilities, tennis courts and other facilities. The Resident(s)/Tenant(s) agree(s) to use these Common Areas only for the uses for which they were intended, to obey all rules and regulations relating to the Common Areas, and to act with due respect for the rights of others who use and enjoy the Common Areas. The Resident(s)/Tenant(s) agree(s) to see that the Other Occupants, and all guests and visitors also observe the obligations of this paragraph. The Resident(s)/Tenant(s) understand(s) that the Owner/Landlord is under no obligation to provide any of the Common Areas described above, and the Owner/Landlord may construct new Common Areas or close existing Common Areas as the Owner/Landlord deems fit. The Resident(s)/Tenant(s) also understands and agree(s) that the Resident(s)/Tenant(s) and the Other Occupants and guests and visitors who may use the Common Areas do so at their own risk and that the Owner/Landlord is not responsible or liable for any loss or injury to any person because of any use of the Common Areas except for losses or injuries resulting from the Owner's/Landlord's negligent performance or failure to perform any duty imposed by law.

STORAGE 14. The Resident(s)/Tenant(s) may store their personal possessions, belongings and furniture only in the Apartment or in any storage areas designated for such use by the Owner/Landlord. The Resident(s)/Tenant(s) understand(s) and agree(s) that this Lease does not give the Resident(s)/Tenant(s) the right to use the roof above the Apartment to erect any antenna or for any other purposes. In no event may the Resident(s)/Tenant(s) store any explosives, flammables, or other dangerous items anywhere in the Apartment Community. If a storage area outside of the Apartment is designated for Resident(s)/Tenant(s) use, the Resident(s)/Tenant(s) shall purchase and install a sturdy lock on the door and shall periodically examine the stored items. In no event may the Resident(s)/Tenant(s) store any personal possessions, bicycles, belongings or furniture on the balcony of the Apartment, if any, or in the hallways or other Common Areas. Further, the Resident(s)/Tenant(s) agree(s) that they will not store any perishable, hazardous or unsightly items, or any items which would cause odors, in any of the designated storage areas. The Resident(s)/Tenant(s) understand and agree(s) that any use of the designated storage areas is at their own risk, that they should not store any valuables in the storage areas, and that the Owner/Landlord cannot give the Resident(s)/Tenant(s) any assurances against theft or other damage.

PETS 15. The Resident(s)/Tenant(s) shall not keep a pet other than fish or small caged birds, which are typically kept as household pets in the Apartment without prior consent from the Owner/Landlord.

PARKING AND SNOW REMOVAL 16. The Resident(s)/Tenant(s) agree(s) that they will park automobiles only in their carports or garages, if any, and in the other areas specifically designated by the Owner/Landlord as being available for parking purposes. The Owner/Landlord may restrict the number of vehicles parked by the Resident(s)/Tenant(s) in the Apartment Community or may charge a fee for parking additional vehicles. In no event will a Resident/Tenant park in any designated fire lane, garbage removal and pickup area, or in any streets which are not generally available for parking. The Resident(s)/Tenant(s) further agree(s) that they will use the parking areas solely for the purpose of parking their automobiles. Automobiles not used on a regular basis, snowmobiles, trucks, commercial vehicles, recreational vehicles, motorcycles and boats may not be stored or brought into the Apartment Community. Because of the problems connected with snow removal and other cleaning of the parking areas, and because of other safety and aesthetic reasons, automobiles which do not appear to have been moved within any 72-hour period may be towed away at the Resident(s)/Tenant(s) expense. In this event, the Owner/Landlord will give prior notice to the Resident(s)/Tenant(s) by placing a sticker on the automobile. Automobiles parked in any prohibited areas or which cause any obstruction to traffic may be towed away immediately without notice and at the Resident(s)/Tenant(s) expense. The Resident(s)/Tenant(s) should always notify the Apartment Community Manager in writing if they intend to leave any of their vehicles in the parking lots for any extended period of time, such as for vacations, or because of illness, so that such automobiles will not be towed, provided they are not parked in a prohibited manner.

RULES AND REGULATIONS 17. The Owner/Landlord has established rules and regulations relating to the use of the Apartment and Common Areas in the Apartment Community and the Owner/Landlord reserves the right to establish other rules and regulations in the future as they may consider necessary for the health, safety or welfare of the Community, its employees, residents, brokers or outside contractors, the quiet enjoyment of the other Resident(s)/Tenant(s) of the Community, or to maintain the physical condition and appearance of the Community, to protect the value of the Community, and to maintain its aesthetic quality. When signing this Lease, the Resident(s)/Tenant(s) has/have also signed an acknowledgement that they have received and read a copy of the general rules and regulations. The Resident(s)/Tenant(s) agree(s) to obey all the rules and regulations that are in effect, and to see that all the Other Occupants, guests and visitors also observe and obey the rules and regulations. A violation of any of the rules and regulations is a default by the Resident(s)/Tenant(s) under this Lease, and will permit the Owner/Landlord to pursue the remedies for default contained in this Lease. The Owner/Landlord reserves the right to change the rules and regulations at any time to protect the physical health, safety, or peaceful enjoyment of residents, guests, employees, brokers, purchasers or outside contractors, or as required by federal, state or local law, rule or regulation. The Owner/Landlord also reserves the right to make any other changes in the rules and regulations after the Ending Date as the Owner/Landlord finds necessary. Changes in the rules and regulations will take effect no earlier than 30 (thirty) days after written notice to the Resident(s)/Tenant(s).

ASSIGNMENT 18. The Resident(s)/Tenant(s) may not assign any part of their interest in this Lease, and will not sublet the Apartment or allow anyone other than themselves and the Other Occupants to occupy the Apartment, unless they first obtain written consent of the Owner/Landlord, which the Owner/Landlord may withhold for any reason whatsoever. Unless the prior written consent of the Owner/Landlord is obtained, any assignment or subletting of the Lease or Apartment will be void and completely ineffective, and will be default, allowing the Owner/Landlord to regain possession of the Apartment. A consent by the Owner/Landlord to an assignment or subletting does not include a consent to any further assignment or subletting. This prohibition shall extend to any virtual or online subletting/assignment, and will include a prohibition against variations such as a bed and breakfast.

UTILITIES 19. The Resident(s)/Tenant(s) agree(s) to promptly pay all the bills for gas, electric, cable television and telephone service supplied to the Apartment from and after the Beginning Date which are indicated in Paragraph One to be paid by the Resident(s)/Tenant(s). The Owner/Landlord has the right to temporarily discontinue or shut off any of the utilities for any repairs deemed necessary by the Owner/Landlord without responsibility or liability to the Resident(s)/Tenant(s). The Owner/Landlord will not be responsible to the Resident(s)/Tenant(s) for any loss or damage resulting from the discontinuance in any utility caused by any strike, fire, storm or other casualty, or for any other reason, and the Resident(s)/Tenant(s) obligation to pay Rent will continue despite any interruption in utility services, unless the interruption is caused by the Owner's/Landlord's negligent performance or failure to restore service in a reasonable period of time. The Resident(s)/Tenant(s) understand(s) and agree(s) that a portion of the heat and air conditioning supplied to the Apartment may be diverted to heat the hallways and other Common Areas in the building of which the Apartment is located. The Resident(s)/Tenant(s) will not be entitled to any reduction or repayment of their Rent or other utility charges because of this diversion of heat or air conditioning.

OWNER'S DUTY TO REPAIR 20. The Owner/Landlord agree(s) to maintain the Apartment in reasonable repair during the term of this Lease so that the Apartment will be fit for the use for which it was intended, provided that the Resident(s)/Tenant(s) promptly notify the Owner/Landlord in writing of any condition of the Apartment which is in need of repair. If any repairs are made necessary or become more costly because of the acts, misuse or neglect of the Resident(s)/Tenant(s), the Other Occupants, guests or visitors to the Apartment, or because of the failure of the Resident(s)/Tenant(s) to notify the Owner/Landlord of any condition in need of repair, then the Resident(s)/Tenant(s) agree(s) to pay the Owner/Landlord for the cost of making those repairs.

ACCESS TO THE APARTMENT 21. The Resident(s)/Tenant(s) expressly agree(s) that the Owner/Landlord, or persons designated by the Owner/Landlord (including other residents, employees, brokers, purchasers and outside contractors) will have access to the Apartment at all reasonable hours for the purpose of routinely inspecting the Apartment, showing it to prospective purchasers or residents, brokers, employees, and outside contractors, or for the purpose of performing any maintenance, or for making any repairs or alterations to the Apartment or the building in which the Apartment is located. After either the Owner/Landlord or the Resident(s)/Tenant(s) give notice that this Lease will terminate, the Owner/Landlord and its agents may show the Apartment to prospective residents. The Owner/Landlord shall have the right to enter the Apartment in any case of emergency.

CONSTRUCTION ACTIVITIES 22. If the Apartment Community is under construction at the Beginning Date, the Resident(s)/Tenant(s) understand(s) that they may be permitted to move into the Apartment before the construction is completed. Also, the Resident(s)/Tenant(s) understand(s) that additional buildings or other facilities or improvements may be constructed during the Resident's/Tenant's occupancy of the Apartment and that the Owner/Landlord may develop additional property and add to the size of the Community. Therefore the Resident(s)/Tenant(s) understand that these activities and conditions may cause the types of inconveniences normally occurring during construction such as: incomplete or temporary facilities, dirt, dust, mud, noise and debris, and the Resident(s)/Tenant(s) will accept these conditions without complaint and will not be entitled to any reduction of Rent because of these conditions.

RIGHT TO MORTGAGE 23. The Resident(s)/Tenant(s) is/are and will be subject and subordinate to all present and future mortgages affecting the Apartment Community, and that the Rents and Leases may have been assigned by the Owner/Landlord to its mortgage lender as security for the repayment of any mortgages affecting the Apartment Community.

SECURITY DEPOSIT 24. The Resident(s)/Tenant(s) have given the Security Deposit to the Owner/Landlord which will be kept as assurance that the Resident(s)/Tenant(s) will perform all of their obligations under this Lease. The Owner/Landlord will keep the

Security Deposit at: _____. If the Resident(s)/Tenant(s) fail(s) to pay the Rent or any other charges imposed by the Lease, or if the Resident(s)/Tenant(s) fail to perform any of their other agreements or obligations under this Lease, then the Owner/Landlord may apply the Security Deposit against any Rent or other damages suffered by the Owner/Landlord. The Owner's/Landlord's right to recover possession of the Apartment for the on-payment of Rent or any other reason will not be affected by the fact that the Owner/Landlord holds the Security Deposit. The Security Deposit which is the property of the Resident(s)/Tenant(s), will be returned to the Resident(s)/Tenant(s) when they have moved from the Apartment if the Owner/Landlord does not claim damages or failure to pay Rent or other charges.

RESIDENT(S)/TENANT(S) MUST NOTIFY THE OWNER/LANDLORD IN WRITING WITHIN 4 (FOUR) DAYS AFTER MOVING OF A FORWARDING ADDRESS WHERE THEY CAN BE REACHED AND WHERE THEY WILL RECEIVE MAIL, OTHERWISE, THE OWNER/LANDLORD SHALL BE RELEIVED OF SENDING RESIDENT(S)/TENANT(S) AN ITEMIZED LIST OF DAMAGES WITH PENALTIES ADHERENT TO THAT FAILURE.

TRANSFER OF SECURITY DEPOSIT 25. If the Owner/Landlord sells, assigns or conveys its interest in the Lease, the Apartment Community or the Apartment, the Owner/Landlord will have the right to also transfer the Security Deposit. When the Owner/Landlord notifies the Resident(s)/Tenant(s) of the transfer of the Security Deposit, the Owner/Landlord will be relieved of all liability to the Resident(s)/Tenant(s) with respect to the Security Deposit and the transferee will be deemed to have assumed the Owner/Landlord's liability.

CONVERSION OF COMMUNITY 26. The Resident(s)/Tenant(s) agree(s) that the Owner/Landlord may at any time convert the Apartment Community to a condominium or cooperative development. If the Community is converted and the Apartments are to be sold to the public, the Owner/Landlord may elect to terminate this Lease by giving the Resident(s)/Tenant(s) at least 120 (one hundred twenty) days prior written notice.

NOTICE OF INJURIES 27. In the event any of the Resident(s)/Tenant(s) or Other Occupants or any guests or visitors suffer any damage or injury for which they believe that the Owner/Landlord might be liable, the Resident(s)/Tenant(s) must notify the Owner/Landlord in writing within 5 (five) days of the occurrence or injury or as soon after as is practicable. The Resident(s)/Tenant(s) will also complete any reports or provide other information that the Owner/Landlord reasonably requests. The failure to notify the Owner/Landlord of these injuries or damages will be breach of this Lease, and the Resident(s)/Tenant(s) will be responsible to the Owner/Landlord for any loss which the Owner/Landlord might suffer arising out of the Resident(s)/Tenant(s) failure to notify the Owner/Landlord, including the Owner's/Landlord's inability to determine the cause or responsibility for the injuries or damage.

SNOW AND ICE 28. THE RESIDENT(S)/TENANT(S) ACKNOWLEDGE(S) THAT DURING THE WINTER, THE PARKING LOTS, ROADS, SIDEWALKS AND STAIRS IN THE APARTMENT COMMUNITY WILL BE SNOW COVERED AND/OR HAVE ICY PORTIONS FROM TIME TO TIME. THE RESIDENT(S)/TENANT(S) ACKNOWLEDGE(S) THAT THE OWNER/LANDLORD WILL NOT KEEP THESE AREAS FREE AND CLEAR OF SNOW AND ICE AT TIMES. THE RESIDENT(S)/TENANT(S) THAT THEY HAVE AN OBLIGATION AND RESPONSIBILITY TO WALK AND ACT IN A KNOWING AND PRUDENT MANNER AND NOT UNDER THE INFLUENCE OF ANY SUBSTANCES WHICH MIGHT ADVERSELY AFFECT THEIR ABILITY TO AVOID INJURY. THE RESIDENT(S)/TENANT(S) AKNOWLEDGE(S) THAT SLIPPING, TRIPPING, AND/OR FALLING IS A REASONABLY FORESSEEABLE RESULT OF LIVING IN MICHIGAN DURING THE WINTER. THE RESIDENT(S)/TENANT(S) EXPRESSLY AGREE(S) THAT THE OWNER/LANDLORD, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS WILL NOT BE RESPONSIBLE OR LIABLE TO THE RESIDENT(S)/TENANT(S) OR OTHER OCCUPANTS, GUESTS OR VISITORS FOR ANY PERSONAL INJURY, LOSS OR DAMAGE TO PROPERTY, OR FOR ANY OTHER LOSS OR INJURY WHATSOEVER THAT MAY RESULT FROM THE ACTS OR OMISSIONS OF THE OWNER/LANDLORD, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS IN MAINTAINING SUCH AREAS DURING WINTER PERIODS EXCEPT FOR SUCH INJURY, LOSS OR DAMAGE RESULTING SOLELY FROM THE OWNER'S/LANDLORD'S FAILURE TO PERFORM OR NEGLIGENT PERFORMANCE OF A DUTY IMPOSED BY LAW.

LIABILITY OF RESIDENTS 29. The Resident(s)/Tenant(s) will be responsible for the use of the Apartment and the Common Areas by the Other Occupants, guests and visitors to the Apartment, and will be liable to the Owner/Landlord for any damage, loss or injury incurred to the Owner/Landlord as a result of the use of the Apartment or the Common Areas by, or the conduct or actions in the Apartment Community of the Resident(s)/Tenant(s), the Other Occupants, guests and visitors to the Apartment. The Resident(s)/Tenant(s) will also will be liable to the Owner/Landlord if the Owner/Landlord becomes liable to any other person or entity because of the use of the Apartment or the Common Areas or the conduct or actions in the Community of any of the Resident(s)/Tenant(s), the Other Occupants, guests or visitors to the Apartment.

LIABILITY OF OWNER/LANDLORD 30. Except for the Owner's/Landlord's failure to perform, or negligent performance of a duty imposed by law, the Owner/Landlord, its agents, employees and contractors will not be responsible or liable to the Resident(s)/Tenant(s) the Other Occupants or guests or visitors for any personal injury, loss or damage to property, or for any other loss or injury or damages whatsoever that may result from the acts or omissions of the Owner/Landlord, its agents, employees, contractors, guests, visitors, Residents or trespassers in the Apartment Community, or from any theft, vandalism, fires, flood, explosion, leaking water, burst pipes, malfunction of electrical appliances, or of any use of washing machines and dryers, or for any acts of God, or for any other acts, causes or reasons not reasonably within the control of the Owner/Landlord, its agents, employees or contractors. Any employee/contractor of the Owner/Landlord, if requested to do any extra service not a part of this Lease (such as moving automobiles, handling furniture, or cleaning or repairing the Resident(s)/Tenant(s) property) is the Resident(s)/Tenant(s) agent whether or not payment is made for the service. The Resident(s)/Tenant(s) agree(s) to hold the Owner/Landlord harmless from all liability in connection with these extra services.

INSURANCE AND DAMAGES 31. In order to help protect the Owner/Landlord and Resident(s)/Tenant(s) against property loss or damage, and in order to help protect the Resident(s)/Tenant(s) against any liability that might incur to the Owner/Landlord, the Resident(s)/Tenant(s) are required to obtain a policy of "Renters Insurance" from a reputable insurance company. The policy must be a "Homeowner's Contents – Broad Form (Type HO-4) Policy," insuring the Resident(s)/Tenant(s) against loss or damage for the full replacement cost with all of their property with improvements and betterments coverage, insuring against all loss or damage suffered as the result of any liability that the Resident(s)/Tenant(s) might incur with the Owner/Landlord or other Residents, and waiving any rights of subrogation which the insurer might have against the Owner/Landlord. Failure of Resident(s)/Tenant(s) to obtain and keep this type of Renters Insurance is a violation of this Lease, and Owner/Landlord will not be responsible for any damages to Resident(s)/Tenant(s). Proof of insurance shall be filed with the Owner/Landlord prior to the Lease commencement date and shall be maintained throughout the term of the Lease and any renewal terms. Failure to provide proof of insurance as stated in this paragraph is a material breach of this Lease and grounds for termination. The Owner/Landlord is not required to monitor Resident(s)/Tenant(s) retention of the Resident(s)/Tenant(s) insurance policy, but may check for compliance at the commencement of the Lease and at each renewal, if the Lease is renewed. If at any time it is

discovered that Resident(s)/Tenant(s) has failed to maintain the required insurance policy, the Owner/Landlord shall obtain and maintain force-placed insurance at the Resident(s)/Tenant(s) expense, the costs of which shall be deemed and collectible as Rent.

DESTRUCTION AND CONDEMNATION 32. If the Apartment is damaged by fire, storm, or other casualty so that the Resident(s)/Tenant(s) are unable to continue living in the Apartment or if any part of the Apartment (other than carport, garage or other accessory property) is taken by any governmental authority, then either the Owner/Landlord or the Resident(s)/Tenant(s) may declare this Lease to be at an end as of the last day of the month, and the Resident(s)/Tenant(s) shall immediately move from the Apartment. If the damage can be repaired within a reasonable time, and if the Resident(s)/Tenant(s) can still use the Apartment without substantial inconvenience, the Owner/Landlord shall repair the Apartment as soon as is reasonably practicable, and this Lease shall continue in full force and effect. Any taking of or damage to any of the parking areas or other Common Areas will not release the Resident(s)/Tenant(s) from any of their obligations under this Lease. All damages for any governmental taking will belong solely to the Owner/Landlord.

DEFAULT IN PAYMENT OF RENT OR OTHER CHARGES 33. The Resident(s)/Tenant(s) expressly understand(s) and agree(s) that a failure to promptly pay the Rent or any other charges imposed by this Lease is a default of the Resident(s)/Tenant(s) obligations. In such event, the Owner/Landlord will have the right to reenter and regain possession of the Apartment, and upon giving such notice as may be required by law, the Owner/Landlord will have the right to bring proceedings to evict the Resident(s)/Tenant(s) and to recover possession of the Apartment, and may recoup all costs and attorney fees incurred in the proceedings. Acceptance of late payments by the Owner/Landlord will not impair any of the Owner's/Landlord's remedies as set forth in this Lease or as allowed by law.

OTHER DEFAULT 34. If the Resident(s)/Tenant(s) fails to perform any of their promises or obligations under this Lease or the Rules and Regulations, then the Owner/Landlord will have the right to declare this Lease terminated, and upon giving such notice as may be required by law, the Owner/Landlord will have the right to evict the Resident(s)/Tenant(s) and recover possession of the Apartment. The Owner/Landlord will also have all of the rights provided by this Paragraph if the Resident(s)/Tenant(s) have been late in the payment of 3 (three) or more Rent payments or other charges within any 12 (twelve)-month period for which the Owner/Landlord has served a Notice to Quit and the Resident(s)/Tenant(s) failed to pay the Rent or other charges within the time period stated in the notice. If the Resident(s)/Tenant(s) willfully or negligently cause a serious and/or continuing health hazard or cause extensive and/or continuing physical injury to the premises, or if any of the Resident(s)/Tenant(s) or Other Occupants of the Apartment or any guests or visitors to the Apartment unlawfully manufactures, delivers, possesses with the intent to deliver, or otherwise possesses a controlled substance in the Apartment Community, the Owner/Landlord has the right to declare this Lease immediately terminated and, after such notice as may be required by law, to evict the Resident(s)/Tenant(s) and recover possession of the Apartment. Any misrepresentations on this Lease or within the Application by the Resident(s)/Tenant(s) will be grounds for immediate eviction. If Resident(s)/Tenant(s) Lease has been terminated, it is grounds for denial on any subsequent application for leasing or occupancy.

OWNER'S/LANDLORD'S RIGHTS 35. Upon the termination of this Lease by the Owner/Landlord because of a default by the Resident(s)/Tenant(s), or upon abandonment of the Apartment by the Resident(s)/Tenant(s) (abandonment will be deemed to have occurred without limiting other forms of abandonment, if the Resident(s)/Tenant(s) fail to occupy the Apartment for 5 (five) consecutive days while all or any portion of the Rent is unpaid), or upon reentry and recovery of the Apartment by the Owner/Landlord, the Resident(s)/Tenant(s) liability for Rent due and any other damages caused by the Resident(s)/Tenant(s) will survive the termination of the Lease, and the Resident(s)/Tenant(s) will continue to be liable for such Rent and damages. In addition, the Owner/Landlord may declare that all Rents and other charges remaining to be paid during the term of the Lease are then due and payable in full or the Owner/Landlord may seek to collect the Rent and other charges as they fall due despite the recovery of the Apartment by the Owner/Landlord. The Owner's/Landlord's claims for any losses or damages will survive the termination of the Lease or the recovery of the Apartment by the Owner/Landlord and the Resident(s)/Tenant(s) will remain liable for all such losses and damages. If the Owner/Landlord chooses to collect the Rent and other charges as they fall due, the Owner/Landlord will seek new Resident(s)/Tenant(s) for the Apartment and will credit to the Resident's/Tenant's account any income resulting from the re-leasing of the Apartment, however, the Resident(s)/Tenant(s) will not be entitled to any excess income received by the Owner/Landlord over the amounts owing from the Resident(s)/Tenant(s) to the Owner/Landlord. In any of these events, the Owner/Landlord will also be entitled to a fee for its costs and expenses incurred in preparing and re-leasing the Apartment and all costs, expenses and actual attorney fees which may be incurred in any action or proceeding against the Resident(s)/Tenant(s).

ENFORCEMENT CHARGES 36. If the Owner/Landlord commences an eviction proceeding for nonpayment of Rent or other charges, then the Resident(s)/Tenant(s) will reimburse the Owner/Landlord for court costs, attorney fees and other expenses associated with the action as additional charges which shall be deemed and collectible as additional Rent, as well as any fees and other expenses involved in collecting or enforcing any judgement for damages or possession.

RESIDENT(S)/TENANT(S) DUTY UPON MOVING OUT 37. Upon moving out, the Resident(s)/Tenant(s) will clean walls, floors and appliances, remove all their possessions and return the Apartment to the Owner/Landlord in the condition and in as good condition as it was when the Resident(s)/Tenant(s) moved in, except for reasonable wear and tear. If the Resident(s)/Tenant(s) made any alterations or additions to the Apartment, the Resident(s)/Tenant(s) will remove the alterations and restore the Apartment to the condition it was in on the Beginning Date (reasonable wear and tear excepted) whether or not the Owner/Landlord has consented to the making of the alterations, additions or improvements unless the Owner/Landlord requires such items to be left by the Resident(s)/Tenant(s). The Resident(s)/Tenant(s) will return all of their keys and any ID or gate passes to the Owner/Landlord on the day that they move from the Apartment. The Owner/Landlord may charge the

Resident(s)/Tenant(s) \$10 (ten dollars) for each such item that the Resident(s)/Tenant(s) fail to return. The Resident(s)/Tenant(s) will be charged for any litter left at the time of the moving or damage done to the Apartment which necessitates repairs.

ABANDONED PROPERTY 38. If the Resident(s)/Tenant(s) leaves any possession or property at the Apartment or Apartment Community after moving from the Apartment, the property will be deemed abandoned. The Owner/Landlord assumes no responsibility for abandoned property.

HOLDING OVER 39. If the Resident(s)/Tenant(s) tenancy continues after the expiration of this Lease with the Owner/Landlord's consent, then the Resident(s)/Tenant(s) shall remain in possession as a Resident(s)/Tenant(s) on a monthly Lease as described in Paragraph 3 and subject to the other terms and conditions of this Lease. The acceptance of any monies by the Owner/Landlord after the termination date will not extend or renew the term of this Lease and will not waive any other rights of the Owner/Landlord. Owner/Landlord may charge a month-to-month fee that is additional to the rental obligations under this Lease.

INFORMATION DISCLOSURES 40. The Resident(s)/Tenant(s) understand(s) that the various credit institutions, mortgage lenders, governmental agencies, landlords and other persons may contact the Owner/Landlord from time to time to collect information regarding this Lease transaction between the Resident(s)/Tenant(s) and the Owner/Landlord and the Resident(s)/Tenant(s) consent(s) and agree(s) that the Owner/Landlord may freely disclose any information contained in the Owner's/Landlord's files and records, including the Application for Tenancy and the opinions of the Owner/Landlord, management, employees and others. The Resident(s)/Tenant(s) hereby release the Owner/Landlord and its agents, employees and contractors from all liability whatsoever related to the release of such information, even if the information released is unfavorable or damaging to the Resident(s)/Tenant(s).

NOTICES 41. Unless this Lease or any statute calls for a specific method for notices to be delivered, any notice to be given by this Lease will be considered to be properly delivered if it is sent by first class mail or personally delivered to the party being notified. Notices to the Owner/Landlord will be sent or delivered to the address shown on the first page of this Lease, unless the Resident(s)/Tenant(s) are notified of a different address. Notices to the Resident(s)/Tenant(s) will be sent or delivered to the Apartment unless the Owner/Landlord is notified of a different address in writing. In addition, the Owner/Landlord may deliver any notice to the Resident(s)/Tenant(s) by attaching the notice to any doors or door frames of the Apartment unless the Resident(s)/Tenant(s) have moved out of the Apartment and notified the Owner/Landlord of their new address.

APPLICATION FOR TENANCY 42. Prior to the signing of the Lease, the Resident(s)/Tenant(s) signed a Rental Application in which the Resident(s)/Tenant(s) gave several items of factual data and made representations to the Owner/Landlord. The Resident(s)/Tenant(s) understand that the Owner/Landlord has relied on those facts and representations as well as other information provided, and if any of those facts or representations or other information are false or incorrect, the Resident(s)/Tenant(s) will be in breach of this Lease and the Owner/Landlord will have the right to terminate the tenancy and recover possessions of the Apartment without the necessity to prove actual or consequential damages and the Resident(s)/Tenant(s) will continue to be liable for Rent due and any other damages will survive the termination of this Lease as stated in Paragraph 35.

MODIFICATION 43. Both the Owner/Landlord and the Resident(s)/Tenant(s) understand(s) that the whole agreement between them is expressed in this Lease and any written riders or addenda signed at the same time as the Rules and Regulations and that there are no verbal understandings, promises or agreements. Except where this Lease says that a change may be made by the Owner/Landlord without consent of the Resident(s)/Tenant(s), this Lease may be changed only by a written agreement signed by both Resident(s)/Tenant(s) and the Owner/Landlord, and any verbal understandings or agreements will not be binding on either the Resident(s)/Tenant(s) or the Owner/Landlord. However, the Owner/Landlord may change this Lease without the consent of the Resident(s)/Tenant(s) if the change is made after the Ending Date or if the change is required by federal, state or local law or regulations. The Owner/Landlord will give written notice of the change to the Resident(s)/Tenant(s) 30 (thirty) days before the change takes effect.

JOINT AND SEVERAL LIABILITY 44. Each of the Resident(s)/Tenant(s), if there is more than one Resident(s)/Tenant(s) shall be fully liable for all Rents and other sums due, and the Owner/Landlord may look to all or anyone of the Resident(s)/Tenant(s) for the full satisfaction of any obligation under this Lease, and a judgement against any Resident(s)/Tenant(s) shall not be a bar to a judgement against any other Resident(s)/Tenant(s). A default by any one or more of the Resident(s)/Tenant(s) is a breach of this Lease and may result in termination of the tenancy of all the Resident(s)/Tenant(s), even if all of the Resident(s)/Tenant(s) were not aware of the default. If any one or more of the Resident(s)/Tenant(s) is aware of a default or of any circumstances that should be reported to the Owner/Landlord, then it shall be conclusively presumed that all of the Resident(s)/Tenant(s) possessed such knowledge or information.

CRIME-FREE POLICY 45. Resident(s)/Tenant(s), all Other Occupants, guests and invitees and all individuals under Resident(s)/Tenant(s) control shall not engage in any criminal activity at the Apartment Community or at the leased Apartment or premises. Criminal activity includes but is not limited to, drug-related criminal activity through the manufacture, distribution, sale, facilitation, or possession of any controlled substances as defined in the Controlled Substance Act at 21 U.S.C. 802. Resident(s)/Tenant(s), all Other Occupants, guests and invitees and all other individuals under the Resident(s)/Tenant(s) control shall not engage in illegal acts that include but are not limited to, unlawful discharge of a firearm, prostitution, gang activity, intimidation, assault/battery, or any other act which threatens the health, safety, and welfare of the Apartment Community and its Resident(s)/Tenant(s), employees, contractors and/or the Owner/Landlord. A single violation of this provision shall be deemed as material non-compliance with this Lease and constitutes good cause for immediate termination of tenancy. For purposes of cause for termination for tenancy, unless otherwise provided by state law, a criminal conviction by a court is not required for

Owner/Landlord to proceed with the termination. Owner/Landlord will not be required to allow Resident(s)/Tenant(s) an opportunity to cure. Resident(s)/Tenant(s) agree(s) that no smoking, growing, use or manufacture of marijuana is allowed on or in the Apartment Community without written consent of the Owner/Landlord. As permitted by Michigan law, this exclusion applies to Medical Marijuana. If Resident(s)/Tenant(s) fail to comply, it shall be cause for immediate eviction and the costs and fees incurred by the Owner/Landlord as a result of any process in furtherance of eviction shall be the responsibility of the Resident(s)/Tenant(s) and deemed and collectible as Rent.

INTERPRETATION OF LEASE 46. It is the intention of the Owner/Landlord that this Lease be written in a readable form without the use of technical language, except where it is unavoidable. The Resident(s)/Tenant(s) are however, encouraged to assure themselves that they understand everything in this Lease, and to seek assistance if they do not.

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

SEVERABILITY AND CAPTIONS 47. If any provision contained in this Lease is prohibited by statute or is declared unenforceable as a result of any judicial decision, then that provision will be null and void, and will not be considered a part of this Lease. If any provision in this Lease is invalidated or becomes void, the remainder of the Lease will not be affected and will remain in full force and effect. The captions and numbers have been inserted only as a matter of convenience, and are not a part of this Lease Agreement.

ELECTRONIC NOTICES 48. Resident(s) agree(s) Owner/Landlord may send Notices, including Demands for Possession and/or Nonpayment of Rent, by email to Resident(s)/Tenant(s) at the following email address: _____.
Resident(s)/Tenant(s) acknowledge(s) that by providing an email address they are consenting to the Owner/Landlord electronically serving them Notices, and Owner/Landlord is hereby relieved of serving the Notices in any other manner as may be prescribed by law.

IN WITNESS THEREOF, the parties hereto have signed the Lease Agreement on the day, month, and year stated at the beginning of this Lease Agreement.

Authorized Signature for Owner/Landlord

Resident/Tenant Signature

Resident/Tenant Signature

ACKNOWLEDGEMENT OF RULES AND REGULATIONS AND COMMENCEMENT INVENTORY CHECKLIST

I/We acknowledge that I/we have received a copy of this Lease, the Rules and Regulations for the Apartment Community, a Security Deposit information sheet, and one copy of the Inventory Checklist. We understand that it is my/our responsibility to return a copy of the Inventory Checklist to the Apartment Community Manager.

Resident/Tenant Signature

Resident/Tenant Signature