

5. APPLICATION OF PAYMENTS: All monies paid to Lessor by Lessee, or on behalf of Lessee, shall be applied to the Lessee's account in the following manner: first to outstanding late fees and dishonored check charges; second to outstanding repair charges and lock-out charges; third to trash removal charges and other charges provided for in the Lease; fourth to outstanding legal fees and court costs as allowed by law; fifth to outstanding utility bills and sixth to rent.

6. PARKING (Optional): _____ parking space(s) are provided with this lease in accordance with the terms and conditions in the attached Addendum or Parking Exhibit B if applicable.

7. SECURITY DEPOSIT: Lessee agrees to pay the Lessor the sum of \$_____, (not to exceed 1 ½ month's rent equivalent) as security/damage deposit. In no case is Lessor obligated to apply this deposit to rent or other charges in arrears. If damage caused by the Lessee exceeds the amount on deposit, Lessee agrees to pay for such immediately upon receipt of notice of damage and the damage costs provided that there are no judicial or mediation questions involved..

The Damage and Security Deposit will be deposited at:/the insurer of the Surety Bond is: (strike one)
Name: _____

Address: _____

RETURN OF SECURITY DEPOSIT: If only one person signs this Lease as Lessee, Lessor shall return the security deposit in a check or money order payable to that person. If more than one person signs this lease, Lessor and Lessees agree that the security deposit shall be returned to one person, chosen by Lessees, who shall act as agent of all other persons who have signed this lease or acquired legal rights of occupancy under it, in dividing the security deposit according to any shares the Lessees have agreed upon, and in remitting those shares to each person. Lessor shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any charges against the security deposit made by Lessor, which shall be matters solely for the Lessees to agree upon. The person named to act as agent for the return of the security deposit shall be _____. If this person cannot be reached to affect the return of the security deposit, then the security deposit will be returned to one person signing this lease, in a check or money order jointly payable to all Lessees signing this lease.

Lessor and Lessees also agree that the security deposit will be returned to the following address unless Lessor receives a written notice signed by the responsible Lessee at any time up to and including the 4th day after moving out.

Address: _____

You must notify your Landlord in writing within 4 days after you move of a 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 adherent to that failure.

As required by Michigan law regarding use of security deposits, the Lessor will make use of inventory checklists at the beginning and ending of occupancy, and will provide the Lessee an inventory checklist when the Lessee assumes possession of the premises. The Lessee will note the condition of the premises and its furnishings and return the form to the Lessor within 7 days. The Lessees are entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the last prior Lessee.

The Lessor may use the security deposit only for: 1) actual damages that are the result of conduct not reasonably expected in the normal course of habitation of the dwelling; 2) past due rent and rent due for premature termination of this agreement; 3) unpaid utility bills; and 4) late fees and insufficient funds charges. As required by Michigan law regarding use of security deposits, where there are charges against the security deposit the Lessor will mail an itemized list of damage charges and other costs to the Lessee within 30 days of vacating the premises along with a check or money order for the difference between these charges and the total amount of the deposit. The Lessee must respond within 7 days of receipt of this itemized list to secure full rights. If agreement

is not reached about the amount claimed, the Lessor must begin court action within 45 days after the ending of occupancy and obtain a money judgment for the disputed amount before retaining any portion of it. Lessee must notify Lessor in writing within 4 days after Lessee moves of a forwarding address where Lessee can be reached and where Lessee will receive mail; otherwise Lessor shall be relieved of sending Lessee(s) an itemized list of damages and the penalties adherent to that failure.

8. **OCCUPANCY LEVEL:** Occupancy shall be no more than allowed by applicable housing codes and shall be limited to the persons who have signed this lease or acquired legal rights of occupancy under it, and at the above rental rate shall be limited to not more than _____ person(s).

9. **FURNISHINGS:** This dwelling unit is rented as ___ unfurnished ___ furnished as listed on Exhibit "A" attached to and made a part of this lease. The amount and type of furnishings shall be at the sole discretion of the Lessor. The term "unfurnished" shall mean that the Lessor shall only provide a stove and refrigerator unless otherwise specified herein:_____.

10. **OBLIGATION OF CO-RESIDENTS:** Each Lessee under this lease is jointly and severally liable to the Lessor for the rent due. Therefore, each Lessee may be held responsible for the total amount of rent due for the dwelling. This means that if any Lessee fails to pay rent, any one of the other Lessees or any number of the other Lessees may be held liable by the Lessor for the missing and unpaid rent. The defaulting Lessee, however, may remain liable to the other Lessees for the unpaid rent.

11. **CITY OF ANN ARBOR TRUTH IN RENTING NOTICE:**

Some things your Landlord writes in the lease or says to you may not be a correct representation of your rights. Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear. Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your lawyer, legal aid society, or tenants' union lawyer for their opinions.

12. **NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HIS/HER AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.**

13. **STATE OF MICHIGAN TRUTH IN RENTING NOTICE:** "NOTICE: Michigan law establishes 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."

14. **CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE:** City ordinance requires Lessor to furnish to Lessee prior to executing lease a copy of *RIGHTS AND DUTIES OF TENANTS*. Lessee's signature acknowledges receipt of booklet.

NOTE: ENTRY TO SHOW PREMISES AND TIME FOR RENTAL AGREEMENTS: Ann Arbor has a new ordinance regarding showing and renting the premises covered by this lease agreement which became effective April 5, 2006.

Exhibit C is a copy of the revised ordinance and Lessee's signature on this exhibit acknowledges Lessee's receipt of a copy of this ordinance.

15. **DAMAGE TO LESSEE'S PROPERTY AND INSURANCE:** Unless caused by the Lessor or his agent's negligence and/or failure to maintain the premises as required by applicable law, the Lessor and/or his agent shall not be responsible for any theft, damage, loss or destruction of personal property of Lessees or their guests due to fire, water, or other casualty or cause. Lessee is strongly encouraged to insure their personal property.

16. **MEDIATION (University of Michigan students only):** If communication between the Lessee and Lessor breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue(s) in dispute. All parties to this agreement agree that the University of Michigan Off-Campus Housing Program will assist in disputes involving University of Michigan students for which one of the parties requests assistance and: a) all parties will make a reasonable and good faith effort to settle such disputes through the program; b) any party to this lease may request mediation; c) program staff may enter and inspect the premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of the parties. The parties agree to keep the mediation proceedings confidential.

17. **CONDITION OF PREMISES:** In accordance with applicable law, Lessor warrants that the premises are clean, sanitary, and fit for residential use at the time of occupancy and that the premises will be maintained in compliance with such law. Lessee will give reasonable notice to Lessor of the need for repairs. Lessor agrees to make all necessary repairs to maintain a Certificate of Compliance and Occupancy from the City or other appropriate authority. Violations of the Housing Code must be corrected as prescribed by the City or other appropriate local authority, or Lessee may withhold any rent and may choose to pay into the City escrow account as prescribed by City Ordinance, or into another escrow account as permitted by law. Lessee may at any time take other action as provided by law.

18. **ENTRY:** Lessee's rights to privacy shall be respected. Subject to local ordinance and after a good faith effort to give notice, the Lessor, and its agents shall have access at all reasonable hours to the leased premises for legitimate purposes including but not limited to examining or exhibiting the premises to prospective buyers, lessee(s), lenders and appraisers, or making alterations or repairs to the premises which the Lessor deems necessary. Lessor agrees to enter only after knocking, to leave the premises in as good condition as when entered, to clean and remove dirt and debris that result from performance of maintenance and repairs, and to lock the premises when leaving unless otherwise requested by the Lessee. (See ANN ARBOR PRIVACY NOTICE, above) In case of emergency Landlord shall, after making a reasonable effort to contact Lessee, have immediate access to the premises. By way of example, but not limited to an emergency shall be fire, running water, storm damage, heating issue and etc.

19. **TIME:** Lessor and Lessee agree that time is of the essence for the performance of maintenance, repairs, and the payment of rent and that Lessee must vacate the premises at the conclusion of this lease term. No holdover tenancy is permitted without advance written permission of the Lessor.

20. **TERMINATION OF LEASE:** If Lessee shall neglect or fail to pay rent, perform or observe any of the covenants herein contained on Lessee's part to be observed and performed, then Lessor shall have all the rights to repossess the leased premises as provided by law. The Lessee agrees to indemnify and reimburse Lessor, as provided by law, for all expenses incurred in obtaining possession of the leased premises, enforcing Lessee's obligation under this lease, and all loss of rent which the Lessor may incur by reason of such repossession during the remainder of the term herein specified. In the event Lessor retakes possession of the leased premises, for any reason, prior to the expiration of the lease term, Lessee acknowledges that Lessor through his attempts to rent the leased premises will incur certain expenses, and therefore Lessee agrees to pay Lessor the sum of one-half one month's rent as liquidated damages which both parties agree are reasonable charges that Lessor will incur in its effort to rent the leased premises. Lessor shall re-enter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by Lessee and shall not re-enter by means of force, lockout, or termination of essential services. In the event of recovery of the premises by the Lessor, the Lessor shall use his best efforts to re-rent the premises on reasonable terms. Lessee agrees to pay Lessor any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of this lease.

21. UNTENANTABLE CONDITIONS: If the unit leased is destroyed by fire or otherwise rendered untenable by casualty without the negligence or fault of the Lessee, either the Lessee or the Lessor may terminate this lease immediately by written notice to the other party. If fire or other casualty, without negligence or fault of Lessee, render the unit damaged but tenantable, Lessor will restore the unit to its former condition or better as soon as is reasonably possible, with the amount of rent due being pro-rated proportional to the damage until the unit is restored.

22. USE AND QUIET ENJOYMENT: The Lessor agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the premises. Lessee agrees to use the premises for residential purposes only in a quiet, peaceable and lawful manner, and to refrain from any conduct that disturbs the use and quiet enjoyment of Lessees in other premises.

23. OBERVANCE OF THE LEASE: Lessor shall not be responsible to any Lessee for non-observance of other leases on the part of other Lessees. The Lessor will make a reasonable effort to promote observance of the Lease on the part of other Lessees as allowed by law. The City of Ann Arbor has a noise ordinance and it is the Lessee's responsibility to become familiar with the provisions of this ordinance.

24. CANCELLATION: Lessee may cancel this Lease Agreement within 5 days after Lessee has signed such agreement, unless this period falls within 90 days prior to the commencement of the term of this agreement, in which case cancellation is prohibited. Lessee shall provide written notice of cancellation to the Lessor signed by all Lessees. Lessor agrees to return all monies upon receipt of such notice except for up to one-half of one month's rent equivalent which the Lessor may retain as re-rental and cancellation charges.

25. SUBLETTING/ASSIGNMENT: Lessee will not sublet or assign the premises in whole or in part without the written consent of the Lessor, which consent will not unreasonably be withheld. Subletting or assignment by less than all of the Lessees requires the written consent of all other Lessees. Any new or replacement Lessee, including sublettors or assignees, must qualify under the then existing rental policies of the Lessor. Additional furnishings will not be provided or removed for Sublets or Assignments. The Lessee shall pay a One Hundred Dollar (\$100.00) fee for processing an assignment. Lessor will not accept rent payments from Subletter's nor hold their security deposits. Lessee may obtain a Sublease Agreement, Inventory Checklist and "Rights and Duties of Tenants" booklet at the Off Campus Housing Office. Lessor shall be provided a copy of the Sublease Agreement signed by Lessee and Sublessee.

26. MODIFICATIONS: This Lease may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns and their respective heirs, personal representatives, successors and assigns.

27. INSOLVENCY: The Lessee agrees that if the estate created hereby shall be taken in execution or by other process of law, or shall be declared insolvent according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignments shall be made of the Lessee's property for the benefit of creditors, then and in such event this Lease may be cancelled upon fifteen (15) days written notice from the Lessor.

28. FLAMMABLES: The Lessee shall not use or keep flammable or explosive materials in the leased premises, common areas, furnace or utility closets, storage rooms, nor use any method of heating other than that with which the leased premises is equipped.

29. LAWFUL USE: Lessee agrees that Lessee, any member of Lessee's household and/or guests or agents of Lessee shall use and occupy the premises for residential purposes only in accordance with all police, fire, sanitary and other regulations imposed by any Federal, State of Michigan, municipal or governmental authority; to observe all reasonable regulations and requirements of any insurance underwriters concerning the use and condition of the premises so as to reduce fire hazards and insurance rates and not to permit or allow any rubbish, waste materials or products, flammable liquids or explosives to accumulate upon said premises; to make no alterations or additions (painting, wallpaper, etc.). Lessee further agrees to refrain from any conduct which disturbs or interferes with the privacy and quiet enjoyment of the other Lessees, the Lessor or Lessor's agents or employees in said building.

Indulgence in any abusive or illegal behavior or criminal act may render the Lease null and void at the option of the Lessor and the Lessor may order Lessee to vacate the premises. Lessor shall not be responsible to any Lessee for the nonobservance of other leases on the part of other Lessees. Lessor will make all reasonable efforts to promote observance of the Lease on the part of other Lessees.

30. CONDUCT: Nothing shall be done by Lessee in or about the leased premises which will disturb or interfere with the rights, comforts, convenience, health, safety or welfare of other Lessee's or the Lessor, nor shall any unreasonable disturbing noise or odors be allowed at any time in or about the leased premises. In the event Lessee, any member of Lessee's household, or Lessee's guests or agents engages in any acts or behavior that is abusive, criminal or illegal in nature whether such activity occurs on or about the leased premises or not, Lessor may terminate this Lease Agreement.

31. ADDITIONAL FACILITIES: It is expressly understood and agreed by Lessee that if the Lessor shall provide parking space, storage area, laundry facility, play areas, or any other facilities outside of the demised premises, same shall be deemed gratuitously provided by Lessor, and that if any person shall use the same, such person does so at his own risk and upon the expressed understanding and stipulation that; Lessor shall not be liable for any loss of property through theft, casualty, or otherwise, or for any damage or injury whatsoever to person or property.

32. MAINTENANCE AND REPAIRS: The Lessee agrees to keep use and maintain the premises in accordance with applicable police, sanitary and other regulations imposed by governmental authorities. Lessee also agrees to maintain the premises in a neat and orderly manner. The common areas of the building shall be cleaned by Lessor as necessary. Lessee shall cooperate in this respect and shall immediately clean anything which Lessee or Lessee's guests spill or drop in the common areas. Maintenance required due to Lessee's negligence (accidental or otherwise) will be charged to the Lessee. This includes but is not limited to the following: any damage to dishwasher, disposal, drains or toilets caused by foreign matter being deposited therein. Additionally, the Lessee is specifically responsible for damage to walls, doors, trim and furniture caused by the use of tape, glue, large nails or stick-on types of wall hangers. If the Lessee fails to notify Lessor of the need for repair in a timely manner resulting in additional damage and/or extra expense to the leased premises, Lessee agrees to reimburse Lessor, on demand as additional rent, for all damage resulting from Lessee's negligence in failing to report the needed repair.

33. SPECIAL CONSIDERATIONS: Entries, corridors, stairways, basements and other public areas shall not be obstructed by the Lessee or used for any purpose other than entering or exiting the premises. Lessee shall not store furniture or personal belongings in any hallway, porch, patio, balcony or mechanical room. Upholstered furniture of any kind (couches, etc.) is not allowed on porches or balconies or anywhere outside the dwelling unit. When rented as a furnished unit, all furniture shall remain in the rental unit during the term of the Lease. The yard may not be used for gardening. Roofs may not be used for sunbathing or any other purpose. Bicycles, motorcycles, etc. shall be kept in designated areas. All storm windows are self storing and are not to be removed. The Lessee will be charged for any missing or damaged storms or screens. No method of heating may be used other than that supplied by Lessor.

34. VOICE AND DATA: Voice and Data services are Lessee's responsibility. Under no circumstances will the Lessor be responsible for any installation or repair charges performed for the Lessee by any Voice or Data Company.

35. KEYS AND LOCKS: In the event that a key is lost, a replacement key will be provided to the Lessee for a charge of \$10.00 during normal business hours. The Lessor and its agents shall retain a pass key to the leased premises. No lock shall be altered, removed, changed or added by the Lessee, except as provided by local ordinance and subject to the following provisions. If the Lessee requests that the exterior lock(s) of the leased premises be changed, the Lessor shall modify the lock(s) so they operate with different key(s). The request for modification of the lock(s) must be signed by all Lessees and must include a commitment to pay the costs of the lock modification as additional rent with their next rental payment.

After receipt of the request, Lessor shall modify the lock(s) within ten (10) days. The modification shall permit the use of a master key. Lessee should, when leaving the premises, securely lock all doors. If Lessee is locked out of the leased premises after normal business hours, the Lessor's lockout service will unlock the door after the \$50.00 lockout fee per lockout has been paid in advance and proper identification has been provided and the individual requesting service is a Lessee who has signed the lease. Under no circumstances will entry be provided to anyone that is not on the Lease Agreement. "Locked out" service is not a right but a service provided by the Lessor for the additional fee and is subject to the availability of staff. Anytime Lessor is in Lessee's apartment, Lessor will lock all locks when leaving. Lessee should, when in the apartment or upon leaving, keep all doors locked.

36. TRASH REMOVAL AND RECYCLING: All trash and garbage shall be disposed of in the building's respective containers or dumpster. Residents of single family houses are responsible for placing their refuse at curbside for city collection and for the pickup and proper disposal of any debris associated with their trash or its disposal. Lessee will be billed at the rate of \$50.00 per bag for any cleanup necessitated by trash not being properly bagged and disposed of. Lessee agrees to comply with all mandatory and/or voluntary recycling procedures established by the City of Ann Arbor and/or the Lessor. Lessee further agrees to reimburse Lessor for any costs incurred by Lessor that can be attributed to Lessee's non-compliance with this paragraph of the Lease. These costs shall be considered additional rent and due with the Lessee's next rental payment. The City of Ann Arbor will issue a citation and corresponding fine for trash and/or trash containers placed at the curb more than 24 hours in advance of the scheduled pickup or left there more than 24 hours after the scheduled pickup. When it is Lessee's responsibility to place the trash and/or recycle containers at curb side and remove them any associated fines for noncompliance will be Lessee's responsibility.

37. PETS: Without prior written consent, Lessee shall not keep any dogs, cats, reptiles, fish or other animals on the premises. Since pets are not allowed, it is agreed that if a complaint and/or problem arises because of a pet, Lessee shall be notified of such and shall remove the pet from the premises immediately. If the Lessor determines that there is an unauthorized pet in Lessee's dwelling unit, the Lessee shall pay \$100 per month retroactive to the first month of the Lease Agreement. Lessee is responsible for all cleaning, extermination and repair costs associated with keeping pets on the premises. Should the Lessor agree to allow the Lessee to have a Pet, such consent will be agreed to in writing with the execution of the Pet Exhibit D.

38. HOLD-OVER: No holdover occupancy is permitted without the advance written permission of the Lessor. In the event Lessor consents to a holding over by Lessee, upon the expiration of the term herein specified, it shall operate as an extension of this Lease month to month only. Any person, who refuses to vacate the premises at the expiration of the lease term as specified herein, shall be deemed to be a trespasser without color of title or other possessory interest and shall be subject to immediate eviction as provided by law. Also, any such person shall be responsible for any and all cost associated with such holdover which shall include, but not be limited to, extra cleaning and maintenance costs (which would be required in an expedited manner to get the unit ready for the next Lessee) and any lost rental income from new Lessee(s). In the event Lessee holds over without Lessor's written consent Lessee shall pay rent during the holdover period in the amount of two times the monthly rent stated in the Lease.

39. DELAY OF POSSESSION: It is agreed and understood that if the Lessee shall be unable to enter into and occupy the premises hereby leased on the commencement date, by reason of the holding over of the previous Lessee, or a result of any cause or reason beyond the direct control of the Lessor, then the rent shall abate pro rata based upon the entire lease term for the period the Lessee is unable to occupy said premises and Lessor shall not be held liable for any damages associated with the delay of possession, but the term of the lease is thereby not extended. Lessor shall determine when the premises are ready for occupancy.

40. NOTICES: All notices to be given hereunder by either party shall be in writing and given by personal delivery or shall be sent by the US Post Office addressed to the party intended to be notified at the address for that party contained in this Lease Agreement. Notice is deemed to be given three (3) days after being deposited in any Post Office Box regularly maintained by the U S Post Office with the full address properly placed thereon with postage prepaid.

- 41. TERMINATION OF TENANCY-UNIT CONDITION:** Lessee agrees to return possession of the leased premises at the end of the lease term in the same condition as when taken, including cleanliness and free and clear of trash and debris and further agrees to be responsible for any cleaning charges incurred by Lessor due to Lessee's failure to adequately clean the leased premises, including the exterior portions when applicable (i.e. porches, yards and parking areas). Such cleaning shall include the removal of all trash and Lessee's furniture. This obligation is a contractual one between the undersigned parties, and the Lessee's Damage and Security Deposit shall not be used to offset Lessee's obligations hereunder.
- 42. SMOKE DETECTORS:** Lessee agrees not to disarm or remove batteries from smoke detectors. Lessee further agrees to replace batteries as necessary and to leave a working battery in the smoke detector at the end of the Lease term. Lessee is responsible for any and all damages to the properties that are caused by the Lessee disarming smoke detector or failing to replace a battery in order to keep a smoke detector functional.
- 43. LIGHT BULBS:** Lessee will change light bulbs in all lighting fixtures in the demised premises during the Lease term, and leave working light bulbs in all lighting fixtures at the end of the Lease term.
- 44. FURNISHINGS AND EQUIPMENT:** The furniture and appliances provided for the leased premises are listed on the attached Exhibit "A" Apartment Inventory. All furnishings and equipment are leased in an "as is" condition. No water filled furniture shall be allowed on the premises. Any furniture, whether belonging to the Lessee or Lessor, that is outside the rental unit on a porch, balcony, lawn, etc. may be removed at Lessor's sole discretion at the Lessee's expense. Additional furnishings or changes of furnishings will not be provided for subletting.
- 45. PARKING:** Parking will be in designated areas only which may be assigned on a unit by unit basis. It is expressly understood and agreed by the Lessee that if the Lessor shall provide parking space that Lessee is not specifically paying for as identified in Exhibit B, same shall be deemed gratuitously provided by Lessor, and that if any person shall use the same, such person does so at his own risk and upon the expressed understanding and stipulation that Lessor shall not be held liable for any loss of or damage to person, personal property or vehicle(s) through theft, casualty, or otherwise. There is absolutely no parking on lawns, in the front setback (defined as the space between the city sidewalk and front of the building that is outside of the curb cut/driveway), or blocking access to the dumpsters. Improperly parked vehicles will be towed without notice at owner's expense. Guests must find parking on adjacent streets. Should a Lessee's illegally parked car prevent a dumpster from being emptied, the Lessee shall pay any costs associated with a re-scheduled trash pickup. This cost will be considered additional rent and due with the Lessee's next rental payment. Unless otherwise agreed to in writing, parking, if available, is not guaranteed or supervised by the Lessor.
- 46. SNOW REMOVAL:** Lessee(s) of single family dwellings are responsible for all snow removal and subject to any/all fines imposed by the City of Ann Arbor as allowed by law.
- 47. CONTROLLED SUBSTANCE:** The Lessor may terminate this Lease upon twenty-four (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 intent to deliver, or possessed a controlled substance on the premises. This provision shall apply only if a formal police report has been filed by the Lessor alleging that the Lessee, member of Lessee's household, or other persons under Lessee's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. 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 Act No. 368 of the public health code, MCL 333.7111 to 333.7216.
- 48. COUNTER PARTS:** All documents associated with this Lease Agreement and Addendum to Lease are valid when signed in counter parts.
- 49. TERMINATION ALTERNATIVES:** If Lessee has occupied the leased premises for more than thirteen (13) months, Lessee may terminate the Lease by giving a sixty (60) day written notice to the Lessor if either of the following occur: (a) Lessee has become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Lessor written proof of that eligibility or (b) Lessee has become incapable during the lease term of living independently as certified by a physician in a notarized statement.
- 50. LESSEE'S RESPONSIBILITIES:** Lessee acknowledges and agrees that Lessee shall be fully liable to the Lessor or Lessor's subrogee for damages to the leased premises and adjoining areas resulting from Lessee's negligence or willful acts, or the negligence or willful acts of anyone on the premises by reason of association with

Lessee, including but not limited to fire damage, regardless of whether Lessor has casualty or fire insurance. The enforcement of this provision shall survive in the event the Lease is terminated or held void and it is immaterial whether the negligently or willfully caused damages renders the premises wholly or partially un-tenantable. Lessee acknowledges that this liability covers the entire lease term including moving in and moving out and any extension thereof.

51. LESSEE'S APPLICATION: It is understood that Lessee's Application for Rental submitted to Lessor is incorporated herein and made part hereof including the information provided with the Application. Lessee acknowledges that Lessor relies on the representations contained in the application. Any falsification or misstatement of any information whatsoever by the Lessee in the Application for Rental shall be grounds for termination of the Lease Agreement.

52. WASHTENAW COUNTY CLEAN INDOOR AIR REGULATION: Lessee shall comply with all requirements of The Washtenaw County Clean Indoor Air Regulation and ensure compliance on the part of members of Lessee's household or Lessee's guests or agents. The Washtenaw County Regulation was approved by the Washtenaw County Board of Commissioners to "Protect the public from the harmful effects of secondhand smoke exposure by substantially prohibiting smoking in public and private worksites and public places."

Lessor may terminate the Lease Agreement if chronic violations of the Washtenaw County Clean Indoor Regulation occur by Lessee, members of Lessee's household or other person under Lessee's control. Chronic violations are defined as three or more of either Washtenaw Clean Indoor Air Regulation violations and/or written notices by Lessor. To access the Regulation in full, visit website www.eWashtenaw.org or call 734-484-7200.

53. SMOKING: The leased premises have been designated as smoking___non-smoking___.If non-smoking; Lessee shall not smoke in the leased premises or allow members of Lessee's household or Lessee's guests or agents to smoke in the leased premises. Under no circumstances is smoking allowed in any common area of the building or property including but not limited to hallways, basements, laundry rooms, storage areas or building entryways. Lessor may terminate the Lease Agreement if chronic violations occur by Lessee, members of Lessee's household or other persons under Lessee's control. Chronic violations are defined as three or more written violation notices from Lessor.

54. ENTIRE AGREEMENT: It is understood and agreed that the Lease Agreement, this Addendum, the Application for Rental, and any other written and executed documents referenced and attached to the Lease constitute the entire agreement between the Lessor and Lessee and that it may not be altered, amended, or changed verbally, or in any other manner unless endorsed herein in writing by both the Lessor and Lessee. Lessee specifically acknowledges and agrees that no additional verbal promises, representations, or agreements have been made.

55. ABANDONMENT: If at any time during the term of the Lease Agreement, Lessor believes in good faith the Lessee has abandoned the leased premises, and the current rent is unpaid, Lessor may re-enter the leased premises and put out the remaining possessions of Lessee without liability therefore. Abandonment shall be conclusively presumed if rent is unpaid for fifteen (15) days following the due date, and either (1) a substantial portion of Lessee's possessions have been removed, or (2) acquaintances of Lessee or other reliable sources indicate to Lessor that Lessee has left without the intention of reoccupying the leased premises. In the event of abandonment by the Lessee, and in the event Lessee has left personal property on the premises, Lessor may dispose of said personal property in any way the Lessor chooses. This provision shall apply to all items of personal property, except those items for which the Lessor and Lessee have made a specific written agreement. No oral agreement may alter this provision. Lessee shall reimburse Lessor for all costs incurred by Lessor in removing Lessee's personal property or debris from the leased premises, any storage area or common areas.

56. ACCELERATION OF RENT AND MITIGATION OF DAMAGES: In the event Lessor shall re-enter and repossess the leased premises due to Lessee's failure to comply with the terms of this Lease Agreement, Lessee's duty to continue to pay rent shall not be terminated but shall continue subject to Lessor's duty to mitigate damages. Rental payments for the balance of the lease term may be accelerated upon Lessee's breach of the Lease Agreement. Lessor has an obligation to minimize Lessee's damages by attempting to re-rent the leased premises in which case Lessee would not be liable for the entire accelerated amount. Either party may have a court determine the actual amount owed, if any.

57. LEAD BASED PAINT: Lessee acknowledges that prior to signing this Lease, unless this property is exempt under the regulations, Lessee received a copy of the LEAD BASED PAINT DISCLOSURE FORM completed by the Lessor, the terms of which are incorporated herein and that Lessee received and reviewed a lead hazard information pamphlet approved by the EPA titled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME."

58. MOLD: Lessee shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, cupboards, closets and kitchen and bathroom fixtures, mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathrooms, if provided; and keep climate and moisture in the leased premises at reasonable levels.

Lessee shall clean and dust the leased premises regularly and shall keep the leased premises, particularly the kitchen and bath, clean at all times.

Lessee shall promptly notify the Lessor, in writing, of the presence of any of the following conditions:

- a. A water leak, excessive moisture or standing water inside the leased premises or any common area;
- b. Mold growth in or on the leased premises that persists after Lessee has tried several times to remove it with household cleaning solutions such as Lysol or Pinesol disinfectants, Tilex Mildew Remover, Clorox or a combination of water and bleach; (It is suggested that when using any cleaners that you wear rubber gloves and eye goggles as well as long sleeve shirts, pants, shoes and socks.);
- c. A malfunction in any part of the heating, air conditioning or ventilating system in the leased premises.

Lessee shall be liable to Lessor for damages sustained in the leased premises or to Lessee's person or property as a result of Lessee's failure to observe the MOLD clause of the Lease. Non-observance of the MOLD clause shall be deemed a material breach of the Lease and the Lessor shall be entitled to exercise all rights and remedies it possesses as provided by law.

59. RENT PAYMENT VIA SINGLE CHECK: Rent is due and payable in one (1) check only on the first day of each month. Please, cash not be accepted. As multiple checks will not be accepted, it is Lessee's responsibility to pool/combine their monies and submit/remit a single check to the Lessor for the entire amount of rent due and payable.

60. SEVERABILITY: If a clause in this Lease is found by a court to be invalid, such finding shall not invalidate or in any other way nullify any of the other clauses or provisions contained in this Lease.

61. SATELLITE DISHES/ANTENNA: Lessee shall at no time erect any type of antenna or satellite dish for radio, television or other purpose on or about the leased premises without the prior written consent of the Lessor. Lessee has certain rights to install satellite dishes on the leased premises and if so interested should first contact the Lessor for a copy of the "Rules Regarding the Installation of Satellite Dishes."

62. CHRISTMAS TREES: For fire safety, only synthetic Christmas trees are permitted in the leased premises.

63. SHOWER CURTAINS: Lessee must provide and use a shower curtain in each shower. Any damages as a result of not doing so will be the sole responsibility of the Lessee.

64. BALCONIES/PATIOS/PORCHES: Lessee shall not use the balcony/patio/porch, if any, for storage of any kind and shall at all times keep the balcony/patio/porch free from trash, debris and unsightly furnishings or

objects. Lessee shall not use the balcony/patio/porch for hanging out of rugs, sheets, blankets, clothing and etc. Patio or lawn type furniture only is permitted on the balcony/patio/porch. Lessor shall have the right to remove from the balcony/patio/porch anything Lessor, at his sole discretion, deems unsightly or a nuisance, at Lessees expense. For fire safety there shall be no grilling or cooking on decks, balconies, patios, or porches except with propane gas grills.

65. EQUIPMENT: Lessee shall not interfere in any way with any part of the heating, electrical, lighting, plumbing, and refrigerating or laundry apparatus, or controls in or about leased premises or the building.

66. AIR CONDITIONING: If available, the Lessee agrees that Lessor shall not be liable for any stoppage or interruption of air conditioning service for any reason. Lessee agrees that stoppage or interruption of air conditioning service is not an emergency and that air conditioning repairs will only be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday excluding holidays and are based on availability of service personnel and parts.

67. WINDOWS: Lessee shall not place anything whatsoever upon the inner or outer sills of the windows of the buildings so that it may be exposed through the windows to a view from the outside. No shade, awnings, guards, drapes or screens shall be used except those provided or approved by the Lessor. Rags, rugs, dust mops, carpets, or clothing must not be shaken, dusted, or hung from windows, patios, balconies or porches.

68. WASHER-DRYER: The use of laundry washing and/or drying equipment within the leased premises is expressly prohibited without the written permission of the Lessor.

69. SECURITY DEVICES: Lessee agrees to immediately notify the Lessor, in writing, if any security device required under the City of Ann Arbor Security Ordinance should fail to operate properly or otherwise fall into disrepair. Upon request, a copy of this Ordinance is available from the Lessor. Lessee understands that none of these devices will provide security without proper use on the part of the Lessee and Lessee agrees to use all security and privacy devices in the manner for which they were intended. Lessee recognizes that Lessor does not guarantee or assure Lessee's personal safety and security. Lessor may charge a reasonable fee for replacing lost keys or changing locks if Lessee has jeopardized key security, in Lessor's sole opinion. All cost of repairs for damage to screens, windows, doors and devices such as locks affixed to them shall be paid for by the Lessee.

68. LEASE MODIFICATIONS: Any changes made to the Lease 30 days after the first Lessee signature to the Lease will incur charges. These charges include, but are not limited to:

Adding/removing persons to/from Lease (\$75.00)

Subletting, subject to Lessor's approval (\$100.00)

69. HARDWOOD FLOORS: If the leased premises have hardwood floors, the Lessee must provide carpeting and/or rugs for not less than two-thirds of the living room and hall floor areas and not less than one-third of the bedroom floor areas. Lessee shall keep the floors clean and free of dirt or grit that could ruin the finish of the floor, agrees not to drag furniture or other heavy objects across the floors, and to wash and wax the floors as necessary to maintain their condition and finish.

70. BINDING EFFECT: The word "Lessee" wherever mentioned in this agreement shall be construed to mean either singular or plural, feminine or masculine, and the word "Lessor" shall be construed to mean the Lessor and his duly authorized agents, and this Lease shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors, legal representatives and assigns.

71. SEVERABILITY: If a clause in this Lease Agreement is found by a court to be invalid, such finding shall not invalidate or in any other way nullify any of the other clauses or provisions contained in the Lease Agreement

72. NUMBER OF PAGES: Lessee(s) hereby acknowledges that he/she has read the lease Agreement in it's entirety consisting of twelve (12) pages.

73. ADMINISTRATION FEE: Each LESSEE agrees to pay the sum of \$50.00 as an Administration Fee for processing the Application for Rental (checking references, verifying employment and/or income sources, obtaining credit information and performing a criminal history search) and preparation of the Lease Agreement and related materials. This Fee is a single one time charge and is paid at the time the Application for Rental is placed. It will not be assessed for renewal leases and is not a refundable deposit.

73. COMMUNICATIONS: All communications to the Lessor should be directed to:

McDonald Management
608 Packard
Ann Arbor, Michigan 48104

74. EXHIBITS: The items checked below are attached to this lease agreement and are binding even if not initialed or signed.

- Exhibit A - Furniture Inventory
- Exhibit B - Parking
- Exhibit C - Entry to Show Premises and Time for Rental Agreements
- Exhibit D - Pets

LESSOR:

McDonald Management, LLC, Agent

By: _____
Judy L. McDonald Date

LESSEE:

_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
Lessee	Date