



**RESIDENT LEASE AGREEMENT**

This Resident Lease Agreement and all applicable addenda executed by the Resident (hereinafter referred to collectively as "Lease") is made and entered into on «lease\_generated\_on» by and between **The Courtyards** ("Owner") and «responsible\_applicant\_names» ("Resident"), whether one or more). This Lease is subordinate to any Mortgage or financing on the Property. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

- 1. Leased Space.** Owner hereby leases to Resident and Resident hereby leases from Owner certain space identified as a «floor\_plan\_name» «space\_option\_name» unit( the letter represents the "Exclusive Space" and the number represents the Unit) as defined in Section 5, at **The Courtyards Apartments** located at **1780 Broadway St, Ann Arbor, MI 48105**. Owner has the sole and exclusive right to identify Resident's Exclusive Space and Unit and once so identified, an Exclusive Space and unit shall be assigned to Resident by an Apartment Placement Addendum ("APA"). Once completed by Owner and delivered to Resident, the resident shall sign the APA which shall become a part of and be incorporated into this lease.
- 2. Term.** The term of this Lease shall begin «lease\_start\_date», and end at noon on «lease\_end\_date». Resident shall be obligated to move out of the Unit at the expiration of the term of this Lease unless, prior to the expiration of the term of this Lease, Resident and Owner have executed another lease with a term commencing on or after the termination of this Lease.
- 3. Rent and Related Charges.** Resident shall pay a total rental amount under this Lease of «base\_rent\_charge\_total\_lease» during the term of this lease. Resident's payment of the total amount of rent shall be in «rent\_installments\_number» equal installments to be paid in the amount indicated below on the 1<sup>st</sup> of each calendar month.

**A breakdown of your monthly installment is as follows:**

**Regular Installment**

1/«rent\_installments\_number» of total rent: «base\_rent»

**Total Installment Payment: «base\_rent»**

The term "1/«rent\_installments\_number» of total rent" includes (check if applicable):

- ✓ Water
- ✓ Internet Service
- ✓ Sewer
- ✓ Trash
- ✓ Furniture
- ✓ Gas

The total amount indicated above shall be deemed "Rent" for the Unit. The first Monthly Installment of Rent shall be paid by Resident no later than «student\_lease\_first\_payment\_begin\_month\_day»/01/«student\_lease\_first\_payment\_begin\_year» and the remaining installments of Rent shall be paid by Resident on or before the first day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner shall designate until all Monthly Installments of Rent have been paid in full. In addition to Rent, Resident shall pay a one-time non-refundable Service and Application Fee of \$200.00.

A late charge of \$35.00 will be assessed to any Resident whose rent is actually received by Owner after 10:00 am on the third (3<sup>rd</sup>) day of the month. In addition, if rent is still due on the 10<sup>th</sup>, you will be charged an additional late fee of \$50. A \$35.00 NSF/liquidated damage charge, plus any fees assessed by Owner's bank will be assessed for any check or wire transfer which is not honored by the bank for any reason.

Money received by Owner from Resident, or on Resident's behalf, shall be applied to Resident's account as follows: First to satisfy unpaid late fees, dishonored check fees, or to other fees or charges owed by Resident; second to maintenance and repair costs chargeable to Resident; third to legal fees and court costs legally chargeable to Resident, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of the Resident; fifth to deposits or portions thereof due from Resident; sixth to charges, fines, and assessments against the Landlord caused by Resident; seventh to rent. Restrictive language



on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision. In any event, late charges, NSF charges, key replacement charges or the like, lockout charges or the like, and all other charges imposed under the Lease shall be deemed additional rent due from the tenant, no later than the next regularly scheduled rental installment after the fee(s) or charge(s) are imposed.

Unless otherwise provided by applicable law, Resident's obligation to pay Rent is an independent covenant and not conditional upon the performance by Owner or Owner's responsibilities under this Lease, Rent may not be withheld for any reason, and Resident shall make rental payments by check, money order or other traceable or negotiable instrument, as determined by Owner. No cash will be accepted at any time, unless otherwise prohibited by applicable law, Owner shall have the right, but not the obligation, to require Resident to pay Rent only by cashier's check or money order. Resident acknowledges that the Rent shall be deemed to be the monthly obligation of Resident and that, to the extent allowed by applicable law, in the event any other charges are due under this Lease by Resident, any amount paid to the Owner shall be applied to such other charges before applying amounts paid to the Rent.

- 4. Security Deposit.** As security for the performance of this Lease, Resident agrees to deposit with Owner the sum of \$«security\_deposit» (the "Security Deposit"). Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit, Resident agrees, after notice, to deposit such additional amounts as may be required to restore the Security Deposit to the original amount. When Resident has surrendered possession of the Unit, the Security Deposit shall be refunded to Resident, less any Rent, charges for damages to the Unit (beyond reasonable wear and tear), or any other charges allowed by law. Notwithstanding any other provision in this Lease, Resident may not withhold payment of any portion of the last month's Rent on grounds that the Security Deposit is security for unpaid Rent.

**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 penalties adherent to that failure.** The Security Deposit shall be deposited at/the insurer of the deposit is: Bank of America 201 S Main St. Ann Arbor, MI 48104.

- 5. Description of Lease.** The Exclusive Space, identified in the APA, is for the exclusive use and occupation of Resident. In the event that there are two beds within an Exclusive Space, Resident acknowledges that: (i) Resident has the right to use only the bed identified by the APA and (ii) Resident will occupy the Exclusive Space with another resident and be jointly and severally responsible with the other resident for any damages to the Exclusive Space. Resident shall have the non-exclusive right to use the areas and amenities located within the "Unit Common Area". Resident and the other Roommates, as defined below, of the Unit shall have equal rights to use of the areas and amenities in the Unit Common Area. The Exclusive Space together with the Unit Common Area shall comprise and be referred to as the "Unit." "Premises" shall be defined as the Unit along with the general common areas of the apartment community including the leasing office, parking areas, swimming pool, community room, exercise room, business facility, driveways, sidewalks, and other areas and amenities used by all residents, to the extent such facilities are currently present and in use. In the event an Exclusive Space or a Unit are not assigned to Resident as of the date Resident executes this Lease, Resident acknowledges that the APA, once completed by Owner, will assign to resident an Exclusive Space and Unit. Resident represents and agrees that upon presentation by Owner, Resident will sign the APA. If Resident fails to sign the APA Owner has the right to identify the Exclusive Space and Unit for Resident by an APA completed by Owner and that such designation and the APA shall be incorporated in the Lease as if the resident has signed the APA and Resident shall occupy the Exclusive Space and Unit designated for Resident by the APA.

The persons occupying the other exclusive spaces within the Unit shall be individually and collectively referred to as the "Roommate" or "Roommates". All Roommates and Resident shall have the nonexclusive rights to occupy the Unit Common Area and use the amenities, personal property and improvements located within Unit Common Area including the refrigerator, dishwasher, stove, sink, cooking surfaces, storage, television, furniture, etc. Resident acknowledges that OWNER HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS LEASE WITHOUT NOTICE and Resident's right to occupy the Unit Common Area is only as a co-occupant with the Roommates whom have executed separate Resident Lease Agreements with Owner to occupy the Exclusive Space and the Unit Common Area of the Unit. Resident acknowledges that whether or not the Roommates have been selected by Resident or by Owner, Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.



6. **Notice.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will notify the Owner in the event that Resident's electronic mail address changes for any reason. Notice for any reason under this Lease shall be proper if given by first class mail, certified mail, return receipt requested, overnight delivery or by hand delivery to the Unit or the Exclusive Space or to Resident at the address of the Unit, unless other method of delivery is required by law. Notice shall also be proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or by electronic mail at the electronic mail address provided by Resident. Unless applicable law provides otherwise, notice shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed. If required by applicable law, the name and address at which notice shall be given to Resident is the Resident's name and the address in Paragraph 1, above.
7. **Permitted Use.** Resident shall occupy and use the Exclusive Space and Unit Common Area during the term of this Lease solely for residential purposes. Only Resident, Roommates and guests shall be entitled to occupy the Unit Common Area. An overnight guest may not stay in the Exclusive Space and Unit Common Area more than 3 consecutive nights and no more than 5 nights in any one month. Resident shall not use or allow a guest to use an empty exclusive space within the Unit or another unit. If Owner determines that Resident or Resident's guest is using an empty exclusive space or unit common area in another unit, then Owner shall be entitled to charge additional Rent to Resident for the use of the empty exclusive space or unit common area.
8. **Utilities and Services.** We will furnish the following utilities (through independent third party providers) if checked:  
 Gas,  Water,  Sewer,  Garbage Removal, \_\_\_\_ Electricity, \_\_\_\_ Cable.

If the utility services invoice for the Apartment is in excess of \$0.00 for the apartment, the excess charges will be equally divided among the residents of the apartment. Your portion of the excess of the utility services invoice will be due within 5 days upon receipt of invoice. You also agree to pay estimated utility overage in excess of allowance, for the last month of the Term with your last installment. The estimated overage will be based on the previous month's overage. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge, or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

Resident is responsible for a pro-rata share of charges during the term of this Agreement, regardless of actual date of move-in or move-out. No refund or credit will be provided for usage below any applicable allowance levels. At Landlord's option, to the extent permitted by law, Resident may be pre-billed for the estimated amount of charges for any bills anticipated to be received during the final 30 days of the term or after the term of this agreement, calculated based on historical electricity charges for the apartment and pursuant to applicable utility billing laws and regulations. Electricity will be billed by Owner using Conserve, a third-party billing service. In addition to monthly utility charges, an annual fee of «dd\_annual\_utility\_ann\_arbor» will be charged on the first installment billing to cover the administrative expense of billing Resident for utility charges. Conserve is not a public utility. Owner reserve the right to change the third-party billing provider at any time. Any disputes related to the computation of Resident's bills will be between the Resident and Owner.

9. **INTERNET.** We provide internet service to you for your noncommercial use. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 9.**



- 10. Conduct of Resident.** Resident shall comply with all governmental laws, ordinances and regulations, and Apartment and Community Guidelines furnished to Resident or other rules and regulations posted on the Premises. Resident agrees that Resident or Resident's guests shall not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Premises including the employees and agents of Owner; (c) disturb or disrupt the business operations of the apartment community; (d) engage in or threaten violence against others; (e) display, discharge, or possess a gun, knife or other weapon on the Premises in a way that may alarm others; (f) possess, sell or manufacture illegal drugs or drug paraphernalia; (g) operate a business on the Premises; (h) bring or store hazardous materials on the Premises; (i) damage or soil any portions of the Premises; (j) grow, cultivate or smoke marijuana anywhere on the Premises; or (k) be involved in or commit criminal activity regardless of whether on the Premises or whether arrest occurs. Owner may terminate Resident's tenancy with a 24-hour Demand for Possession, in the event that Resident, a member of Resident's household, or other person under Resident's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance in the Unit, Space or on the Premises.
- 11. Care of Unit.** Resident shall maintain and keep clean the Exclusive Space and the Unit Common Area. Owner has the right to inspect the entire Unit including the Exclusive Space. In the event that Resident fails to keep the Exclusive Space and the Unit Common Area in a good and clean condition, Owner may charge Resident a reasonable cleaning fee. Trash shall be disposed of only in appropriate receptacles. In the event that trash is not disposed of in appropriate receptacles, Owner may assess Resident a \$50 trash fee for each trash bag or recycling not placed in an appropriate receptacle. Resident shall be liable for and shall pay all costs and expenses of repairs for damages to the Exclusive Space, Unit Common Area or the Premises (reasonable wear and tear excepted) including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows. If Owner is unable to determine whether damages to the Unit Common Area were caused by Resident or Resident's guests, or the Roommates or Roommates' respective guests, Owner shall be entitled to assess damages and costs of repairs equally to the Resident and Roommates, regardless of fault.
- 12. Delay of Occupancy.** Owner's ability to provide the Exclusive Space and Unit in a timely fashion will depend on the availability of the Exclusive Space and Unit and current residents or roommates may not move out of the Exclusive Space or Unit in a timely fashion. If actual commencement of occupancy of the Exclusive Space or Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the rental will be abated per diem, and pro-rata, during the period of delay. The per diem rate under this provision shall be calculated by dividing the Total Rent by the number of lease days. Such delay will not affect any of the other terms of this Lease. If Resident does not move in once the Exclusive Space and Unit are ready, to the fullest extent allowed by applicable law, Owner may sue to enforce this Lease and apply any deposits or monies of Resident in possession of Owner to damages and costs of reletting.
- 13. Move-In Inventory.** THE MOVE-IN INVENTORY IS DUE WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE UNIT, EXCLUSIVE SPACE, UNIT COMMON AREAS AND PREMISES. This form, as completed by you, will be used by the Owner to determine whether Resident or Resident's guests have damaged the Unit, Exclusive Space, Unit Common Area, or Premises, including but not limited to, walls ceilings, floors, carpets, doors, or windows, or the furnishings, furniture, fixtures, or appliances in the Unit, Exclusive Space, Unit Common Area or the Apartment Community beyond normal wear and tear.

You acknowledge receipt of TWO (2) blank copies of a commencement inventory checklist. You shall fill out both checklists and return one to us within seven (7) days after you take possession of your Bedroom. Excepting those items, specifically noted by you, IN DETAIL, on said inventory checklist, you accept the Apartment and appliances and furnishings, therein, in good condition. In the event you accept the Apartment containing furniture or trash from a previous tenant, you must indicate which items were left by the previous tenant in order to avoid being charged for their removal upon termination of your tenancy. The commencement inventory checklist is solely for the purpose of assessing damages and is not a warranty or promise by us that any item listed thereon will be provided or repaired by us.

- 14. Condition of Unit.** Resident acknowledges that the Unit may not be a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Exclusive Space and Unit Common Area will not be the same as the condition of any model exclusive space or unit which Resident may have previously toured. Resident must return the Move-In Inventory as required by law. Unless Resident timely notifies Owner of any problems with the Exclusive Space and Unit Common Area, those areas will be considered to be in good and acceptable condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. OWNER ONLY PROVIDES WARRANTIES RELATING TO THE UNIT OR THE PREMISES, THE EXCLUSIVE SPACE, THE UNIT COMMON AREA OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, LOCATED



THEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY SPECIFICALLY REQUIRED BY LAW.

In the event that the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Premises or their respective guests is strictly prohibited.

15. **Furnishings.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items
16. **Catastrophic Events.** In the event that the Unit or the Premises or both are damaged by fire casualty or catastrophic damage or in the event that the Unit is affected by environmental issues and, in Owner's opinion, the Unit is either not habitable or that the maintenance and repair of the Exclusive Space or Unit Common Area will render them uninhabitable, the Owner may, in the Owner's sole discretion, terminate this Lease upon giving notice to Resident. In the event of such termination, Resident shall vacate the Exclusive Space and Unit Common Area and remove all of Resident's personal belongings from the Exclusive Space and Unit Common Area and Rent will be prorated accordingly through the termination date.
17. **Default by Owner.** Owner agrees to abide by applicable federal, state and local laws.
18. **Default by Resident.** Resident will be considered in default of the Lease if Resident: (a) fails to pay Rent or other lawful charges when due; (b) gives false information on any application for rental; (C) Resident or guests fail to comply with any term, covenant or condition of this Lease or the Apartment and Community Guidelines; (e) abandons the Exclusive Space; (f) Resident or guests violates any fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (f) Resident or guests, in bad faith, make an invalid complaint to an official or employee of a utility company or the federal, state or local government or governmental agency; or (g) Resident or guests engage in any of the prohibited conduct described in Section 10 of this Lease. If Resident defaults, Owner may have all remedies legally permitted, including termination of Resident's tenancy, and eviction of Resident from the Unit, Space and Premises, If Resident is in default, Owner may pursue any rights or remedies provided by this Lease or applicable law, including legal action for lease termination, possession, damages, rent, and all other moneys due, and declaring all remaining rental installments immediately due and owing, subject to Owner's duty to mitigate damages. In the event Resident defaults under this Lease, to the fullest extent allowed by applicable law, Resident will be liable for any court costs and reasonable attorney's fees incurred by Owner to enforce this Lease plus interest on all unpaid amounts at the maximum rate of legal interest from the due date until paid. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. Resident hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose. Unless otherwise provided by law or unless Owner agrees in writing, Resident has no right to be released from the obligations contained in this Lease, including a situation in which Resident fails to obtain a required signature of a guarantor on a Guaranty of Resident's obligations.
19. **Limited Cancellation Rights.** A tenant who has occupied a rental unit for more than thirteen (13) months, Resident may terminate the Lease by providing sixty (60) days written notice to Owner if either of the following occurs: (a) Resident becomes eligible during the Lease Term to take possession of a subsidized rental unit in senior citizen housing, and Resident provides Owner with written proof of Resident's eligibility for such housing; or, (b) Resident becomes incapable during the Lease Term of living independently, as certified by a physician in a notarized statement..
20. **Verbal Representations.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Owner, the addendum shall be deemed to be a part of this Lease as well as any future Lease. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises,



representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing.

- 21. Entry by Owner.** Owner shall have the right to enter the Exclusive Space and Unit Common Area for any reasonable business purpose in accordance with applicable law including but not limited to: (a) responding to Resident request; (b) making repairs or replacements; (c) estimating repair or refurbishing costs; (d) performing pest control; (e) performing preventive maintenance; (f) changing filters; (g) testing or replacing smoke detector/CO detector (if any) batteries; (h) retrieving unreturned tools, equipment, or appliances; (i) preventing waste of utilities; (j) leaving notices including eviction notices; (k) delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; (l) removing or rekeying unauthorized locks or other security devices; (m) removing unauthorized window coverings; (n) stopping excessive noise; (o) removing health or safety hazards (including hazardous materials) or items prohibited under the Apartment and Community Guidelines; (p) removing perishable foodstuffs; (q) removing unauthorized animals; (r) retrieving property owned or leased by former resident; (s) inspecting when danger to person or property is suspected; (t) allowing persons authorized by Resident to enter; (u) allowing entry by a law officer with search or arrest warrant or in hot pursuit; (v) showing Exclusive Space and Unit Common Area to prospective residents; or (w) showing Exclusive Space and Unit Common Area to government inspectors, lenders, appraisers, contractors, prospective buyers, or insurance agents.
- 22. Alterations.** Resident shall not make or permit to be made any alterations, additions or attachments to the Exclusive Space or Unit Common Area, or change or add any lock, without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by the Owner in writing. No holes or stickers are allowed inside or outside the Unit; however, a reasonable number of small nail holes from picture hanging are permitted inside the Exclusive Space. No water furniture, antennae, additional phone or tv cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by the Owner's prior written consent. Resident shall not disable, disconnect, alter or remove the Owner's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Owner has no obligation to furnish light bulbs in the Exclusive Space. When moving out, Resident shall surrender the Exclusive Space and Unit Common Area in the same condition as when received, reasonable wear and tear excepted.
- 23. Parking.** Resident shall display the parking identification sticker provided by Owner at all times. Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Premises. Resident shall comply with all parking rules and instructions posted by Owner. Neither Resident nor guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. Only the automobiles, light trucks, sport utility vehicles, motorcycles and scooters so identified in the Resident's parking agreement shall be permitted to park on the Premises. No other vehicle of any kind may be parked on the Premises without the prior written permission of the Owner. The Resident agrees to remove any unregistered, inoperable, or unauthorized vehicle from the Premises within twenty-four (24) hours when requested in writing by the Owner. To the extent allowed by applicable law, Owner reserves the right to remove, at the Resident's expense and without prior notice, such motor vehicles, in the event that: (a) Resident fails to comply with the Owner's written request for removal; (b) vehicle is illegally parked in a reserved handicapped accessible space; (c) vehicle is parked in a manner which blocks other vehicles, dumpsters, drives, or walks; (d) vehicle is illegally parked in a fire safety zone; (e) vehicle is parked on the grass or landscaping; (f) vehicle is parked in more than one space; or (g) vehicle is a boat, trailer, recreational vehicle or other prohibited vehicle. Owner shall not be responsible for any damages to any vehicles incurred while parked on the Premises. Washing, repairing, or performing maintenance of motor vehicles on the Premises is prohibited.
- 24. Remote Control, Entry Card and Gate Code.** Resident will be given a remote control and/or entry card at no cost for Resident to use during the term of this Lease (if applicable). If an entry card is lost, stolen, damaged, or not returned at the end of this Lease, Resident shall pay the sum of **\$50.00**. Resident may be given an access code for access or entry to other areas of the Premises which shall be used only during the term of this Lease. Owner may change the access code at any time and will notify Resident of any such changes.
- 25. Assignment and Subletting.** Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Exclusive Space and Unit Common Area to anyone without the Owner's prior written consent, including short-term assignments or subleasing such as Air BnB, VRBO, Home Away or any other such program or product. Currently subleasing is not permitted. We do allow lease reassignments. In order to request an assignment, Resident may submit a request in writing on Owner's form. No assignments will be approved unless the new resident and a guarantor, if applicable, is approved and executes all required documents. If assignment is approved, Resident and assignee/sub-lessee shall pay in advance a nonrefundable fee of **\$400.00**.



Resident's assignment shall not release Resident from obligations under this Lease unless Owner expressly agrees in writing to release Resident. Unless required by law, Owner shall have no obligation to accept Resident's request for assignment or sublease or to find an acceptable assignee.

- 26. Transfers.** Resident must obtain written approval by Owner to transfer from one unit to another or from one exclusive space to another within the same unit. If the transfer is approved, Resident must (a) be in compliance with all terms of this Lease; (b) execute a new lease with addenda; (c) complete all required forms; (d) pay in advance a new security deposit; and (e) pay in advance a transfer fee of **\$200.00**. Owner shall have the right to require Resident to transfer to another unit, upon 5 days notice, if Owner determines, in its sole discretion, that transfer is warranted. Under no circumstances will Owner be responsible for paying moving costs.
- 27. Animals.** Animals (except for service animals or animals for which a reasonable accommodation is required under the Fair Housing Act) are prohibited, even temporarily, in the Exclusive Space and Unit Common Area. Animals will be allowed as required by federal, state and local fair housing laws. Resident must not feed stray or wild animals. If Resident or any guest violates this Section 27, Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease. If Resident violates this Section 27 or other animal rules, Resident shall pay an initial charge of **\$500.00** per animal and a daily charge of **\$10.00** per animal from the date the animal was brought into the Premises until it is finally removed. Initial and daily animal-violation charges are liquidated damages for Owner's time, inconvenience, and overhead in enforcing animal restrictions and rules. Payment of animal-violation charges by Resident to Owner shall not release Resident from, or waive Owner's rights to, other remedies available to Owner after Resident defaults. Owner may remove an unauthorized animal in the Exclusive Space after leaving Resident a written notice in the Exclusive Space at least 24 hours in advance of Owner's removal of the animal. Owner may remove an unauthorized animal in the Unit Common Area after leaving Resident and All Roommates a written notice in the Unit Common Area at least 24 hours in advance of Owner's removal of the animal. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Resident upon request if it has not already been turned over to a humane society or local authority. Resident must pay for the animal's reasonable care and kenneling charges. If Resident brings an animal in the Unit at any time during the Lease (with or without Owner's consent), Resident will pay for defleaing, deodorizing, and shampooing.
- 28. Move-out Procedures.** Unless a renewal lease has been executed, Resident must move out on or before the Lease end date and time as noted in Section 2. Resident shall not holdover beyond the move-out date. If you occupy your bedroom past the ending date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of \$150.00 per day, along with all other amounts you owe. Early move-out does not release Resident from liability for Rent for the full term of the Lease. The move-out date cannot be subsequently changed unless agreed to by both parties in writing. If Resident moves out before the end of this Lease, Owner will charge Resident reletting fees incurred and future accrued rent. Resident must surrender the Exclusive Space and Unit Common Area before the period of time for deposit refund begins. Resident must furnish in writing his forwarding address to Owner and the U.S. Postal Service.
- 29. Risk of Loss.** Owner does not maintain personal liability or property damage insurance to cover Resident's loss of personal property or personal injury (which is referred to herein as "Renters Insurance"). Resident shall hold Owner harmless against all damages, accidents and injuries to person or property caused by or resulting from or in connection with Resident's use and occupancy of the Premises or things in and about the Premises during the term of this Lease, unless the injury is the result of Landlord's failure to perform or negligent performance of a duty imposed by law. Resident further agrees that Owner shall not be liable for damages because of personal injury or loss of property occasioned by or from any failure of boiler, plumbing, gas, water, steam or other pipes of sewerage, or the bursting, leaking or running of any boiler, cistern, tank, washstand, water closet or waste pipe, in, above, upon or about said Premises, nor for any damage occasioned by fire, smoke, rain, flood, water, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, tornado, hurricane, terrorist attack, strikes, vandalism, act of God, or otherwise nor for any defect in the electric wiring, and service thereof; nor by reason of any defect, latent or patent, in, around or about said Premises, nor for any damages arising from acts of neglect of Resident, guests, Roommates or other residents of the apartment community or of any owners or occupants of adjacent or contiguous property, unless otherwise required by law.

All personal property placed in the Unit, or in any other portion of the Premises, shall be at the risk of the Resident, or the parties owning the same. Owner shall not be liable for the loss, theft or damage to such property or for any act or negligence of Resident or any Roommates or their respective guests, invitees or licensees, or of any other resident or person whomsoever in or about the Premises. To the extent allowed by applicable law, Resident hereby releases Owner, its successors and assigns, from any and all



claims and damages which may arise out of any accidents or injuries to Resident, his family, guests, invitees, or licensees that may occur in connection with the use of the Premises. Resident acknowledges that in using same, Resident hereby assumes, for Resident and Resident's guests, invitees, or licensees, any and all risks from any accidents in connection with the use thereof and agrees that Owner shall not be liable for any injuries sustained by Resident or such persons in connection with such use.

In the event any employee of Owner renders service or assistance (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning of the Unit, or any other service) to, for or at the request of Resident, his family, guests, invitees, or licensees, then for the purpose of such service or assistance, such employee of the Owner shall be deemed the agent of the Resident, regardless of whether or how payment is arranged for such service, and Owner is hereby expressly relieved from any and all liability in connection with such service and any associated injury or damage to persons or property.

In case of accident, fire, smoke, or suspected criminal activity, Resident will call 911 or local medical emergency, fire, or police services. Resident shall also immediately notify Owner of any accident, fire, smoke, or suspected criminal activity. Resident understands that any security measures initiated by Owner shall be not considered an express or implied warranty of security or as a guarantee of safety for Resident or guests while on the Premises. Unless otherwise required by law, Owner is not liable to Resident or guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Unless otherwise provided by law, Owner is not required to furnish security personnel, security lighting, security gates or fences, or other forms of security. Owner represents and Resident acknowledges that neither Owner nor Owner's managing agents are equipped or trained to provide personal security services to Resident, Roommates or their respective guests, invitees or licensees. Resident recognizes that no security devices or measures in the apartment community are fail-safe or designed to provide personal security of any type whatsoever. If an alarm is included in the Rent paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Resident will not rely on any security measures taken by Owner or Owner's managing agents, including an alarm, for Resident's personal security. Unless otherwise provided by law, Owner is not required to obtain a criminal history checks on any residents, guests, or contractors in the apartment community. If Resident or any guest is affected by a crime, Resident agrees to make a written report to Owner and to the law-enforcement agency.

- 30. Bed Bugs.** It is important that Owner and Resident work together to prevent the infestation of bed bugs. Owner and Resident agree that they each inspected the Exclusive Space and Unit Common Area prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation. Resident represents that: (a) Resident is not aware of any bed bug infestation or presence in any furniture, clothing, or personal property and possessions; (b) Resident has fully disclosed to Owner any previous bed bug infestation which Resident may have experienced; and (c) if Resident was previously living in an apartment or home that had a bed bug infestation that Resident either disposed of or had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional. Resident must allow Owner and its pest control professional's access to the Exclusive Space and Unit Common Area at reasonable times to inspect for or treat bed bugs. Resident must cooperate and will not interfere with inspections or treatments, including the preparation of the Unit prior to treatment. Resident must report any signs of bed bugs immediately and in writing. If Owner confirms the presence of bed bugs, Resident will cooperate and coordinate with Owner and its pest control professionals to treat and eliminate the bed bugs. Resident will follow all directions from Owner or its agents to clean and treat the Exclusive Space and Unit Common Area. Follow-up treatments or inspections may also be necessary. Owner has the right to select a licensed pest control professional to perform treatments and cleaning of the Unit. If during the term of this Lease: (a) bed bugs appear in the Unit or other adjacent units; and (b) a pest control professional determines that the bed bugs originated in the Exclusive Space, Resident agree that all necessary treatments for the Unit and other units as well as all of our additional costs, expenses and losses will be paid by Resident. Resident agrees that if: (a) Resident does not comply with the preparation of the Exclusive Space and Unit Common Area as required by the pest control professional or Owner; and (b) the treatment is unsuccessful because of Resident's failure to comply, Resident will also be responsible for subsequent treatments to the Unit and for any treatment to adjoining units that are infested with bed bugs. Resident shall be in default of this Lease if Resident: (a) fails to pay for any costs that Resident is liable for; (b) fails to promptly report bed bugs; (c) fails to comply with treatment instructions; or (d) violates any other provision of this Section 30. Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to Resident for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. To the extent allowed by applicable law, Resident agrees to indemnify and hold harmless Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.





31. **Applicable Law.** This Lease shall be governed by the laws of the state of Michigan and venue for any legal action shall be proper in Washtenaw county.
32. **Addenda.** Resident acknowledges that all lease addenda and agreements are considered to be part of this Lease.
33. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall not be affected thereby and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law.
34. **Termination of Lease Due to Domestic Violence, Sexual Assault or Stalking.** A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.
35. **Nonrefundable Administration fee.** In addition to Rent, Resident shall pay a one-time, **nonrefundable administration fee** of \$150.00. This Nonrefundable service fee shall serve as a fee for the use of facilities and service related functions associated with the lease. This fee in no way releases you from the obligation of leaving your exclusive space (bedroom) and the apartment in good and clean condition, reasonable use and wear expected. The Service Fee is non-refundable and becomes our property whether or not you take possession of your bedroom.
36. **Upholstered Furniture Outdoors Prohibited.** Tenant will not place or permit to remain upholstered furniture which is not intended or designed for outdoor use on exterior porches, balconies, porches, decks, landings or other areas exposed to weather. Tenant acknowledges that the City of Ann Arbor Housing Code prohibits such activity and that the City may remove offending furniture at Tenant's expense. Tenant agrees to reimburse Landlord for all costs associated with Tenant's violation of this paragraph and agrees that any such costs may be charged as additional rent.
37. **Marijuana:** Smoking, growing or cultivating marijuana is prohibited anywhere in or on the premises, regardless of whether Tenant or any other person is a qualifying patient under the Michigan Medical Marihuana Act.

38. **Ann Arbor Privacy Act Notice:**

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



**39. Ann Arbor Truth In Renting Notice:**

By execution of this lease, you acknowledge receipt of 'Rights and Duties of Tenants', a booklet provided by the City of Ann Arbor and Section 8:529 of the City of Ann Arbor Housing Code.

**“Some things your landlord writes in the lease or says to you may not be 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 form our own union. Such duties may include the duty to pay rent 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 own lawyer, legal aid society, or tenants union lawyer for their opinions.”**

The landlord has neither told you nor written anything in your lease that is known to be deceptive or a misrepresentation of your rights, however the statement contained in the outlined above is required by City Charter.

**40. Ann Arbor Rights and Duties Notice:** Upon execution of this lease, tenant is entitled to receive a copy of the booklet provided by the City Clerk concerning legal rights of tenants. By executing this lease, tenant acknowledges receiving that booklet prior to execution of this lease.

**41. Servicemembers Civil Relief Act:** If, during the term of this lease, you enter military service or, if while in military service you receive military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, you may terminate this lease by delivery of a written notice and a copy of the military orders to Owner/Manager. The termination will be effective 30 days after the first date on which the next rental payment is due and payable after the notice is delivered. This paragraph is intended to comply with the Servicemembers Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

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



\_\_\_\_\_  
Resident's Name Printed

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Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Courtyards Apartments  
Name of Community

