

LEASE AGREEMENT

LEASE made this ____ day of _____, _____ between CMB Property Management, Inc. ("Landlord"), and _____ ("Tenant").

Description of Premises and Term. Landlord does hereby let and lease the premises commonly known as _____ City of Ann Arbor, County of Washtenaw, State of Michigan, for the term beginning at 12:00 noon on the ____ day of _____, _____ and ending at 12:00 noon on the ____ day of _____, _____.

Lease Rate. Tenant hereby agrees to pay to Landlord, as rent for the above described term, the total sum of \$ _____, in periodic installments of \$ _____ upon execution of this Lease, \$ _____ on _____, _____ and \$ _____ per month on the FIRST day of each month thereafter. Rent shall be paid in a single check or money order made out to _____. It is important to include the tenant code of _____ on all payments. Landlord will charge a fee of \$5.00 for each additional check tendered each month. Rent that is mailed shall not be considered paid until actually received by Landlord.

Security Deposit/Notices. Prior to _____, _____, Tenant shall deposit with Landlord the sum of \$ _____ which sum shall be held by Landlord as a Security Deposit as provided under Michigan law. In no case is Landlord obligated to apply this deposit to rent or other charges in arrears, but may do so at his option. Unless otherwise provided by statute, all communications with Landlord regarding the security deposit hereunder or any other matter related to this Lease shall be hand delivered or mailed by certified mail, return receipt requested, to Landlord at the address set forth at the bottom of this page, and shall be complete upon receipt by Landlord. Checks tendered to settle disputed accounts shall be addressed to "Disputed Accounts" at Landlord's address below. The Security Deposit shall be deposited at: Bank of Ann Arbor, 125 South Fifth Ann Arbor, MI 48104

Parking/Furniture. Tenant shall be entitled to ____ parking space(s). **Availability Not Guaranteed.** The premises are Furnished ____ Unfurnished ____

Administrative and Laundry Fees. Tenant agrees to pay a non-refundable, one-time administrative fee of \$ _____ upon execution of this Lease. Tenant agrees to pay a non-refundable, one-time laundry fee of \$120.00 per person on the same date that the Security Deposit is due. _____

Occupancy Level. Occupancy shall be limited to residential use by the person(s) signing this Lease and listed as Tenant above, and at the above rental rate, not more than ____ persons. If any guest or person other than those specified in the Lease occupies the demised premises or any portion thereof for a period of more than ninety-six (96) hours within any month without the prior written consent of Landlord, the rent shall be increased by \$250 per month per unauthorized person. Payment by Tenant of this additional rent will not cure a breach of this section.

Utilities and Additional Appliances: Tenant agrees to place in his name and to pay the following utilities connected with the premises: ELECTRICITY, TELEPHONE, GAS, WATER, HEAT [Strike any which do not apply.], including any deposit required. Tenant shall pay a processing fee of \$20.00 per month per utility for each month that the utilities for which Tenant is responsible are in Landlord's name. Tenant agrees not to use electricity as a heat source if the premises are furnished with gas or oil furnace. Tenant may not install a portable dishwasher, washer, dryer or air conditioner without Landlord's written permission. If Tenant violates this clause, Landlord may bill Tenant for any increase in utility bills or other damages which Landlord, in his sole discretion, attributes to said violation. Landlord is not liable for utility interruptions unless caused by non-payment of a utility bill owed by Landlord of which Landlord had actual notice. Initial here for receipt of information regarding the cost of utilities on a budget plan required by local ordinance. _____

Late Payments/Returned Checks. If the full amount of any payment required under this Lease is not received within four (4) days of the due date or if a check is returned by Tenant's bank, a charge of five percent (5%) of the full rent installment for the month shall be assessed and shall be additional rent due for that month. For any check that is dishonored by Tenant's bank, there will be an additional charge of \$25.00. In the event of Chronic Late Payment, Landlord may also terminate tenancy. "Chronic Late Payment" means payment received by Landlord after the due date on three or more occasions during the Lease term.

Joint and Several Obligation/Pronouns. If said premises are let as a rental unit to more than one person as Tenant, each of said persons is jointly and severally (individually) responsible for all of Tenant's obligations in this Lease. All pronouns used herein shall be construed to be the number and gender required by context.

Animals. Tenant or his guests shall not bring or keep dogs, cats, or any other animals on the premises. Violation of this particular agreement will result in an automatic kennel charge to Tenant of five dollars (\$5.00) per day, payable monthly as additional rent. Collection of this additional rent will not cure a breach of this section.

Condition of Premises. An inspection by Tenant, using a Checklist provided by Landlord, shall be performed at the beginning of the occupancy period. It is Tenant's responsibility to complete this Checklist to secure Tenant's rights. The completed Checklist shall be returned within seven (7) days of move-in and shall not be construed as a request for repairs. Initial for receipt of Checklist: _____.

Entry. Tenant authorizes Landlord to enter the leased premises in emergency situations; in response to any repair requests made by Tenant, whether made orally or in writing; and for repairs, maintenance, code inspection, showing the property for sale or lease, appraisals, insurance inspections or other purposes reasonably related to the operation of the building. Tenant agrees that this lease clause shall serve as the written authorization to enter the premises required in the Ann Arbor City Code.

Other.

Additional Pages; Rules and Regulations. By initialing at the end of this section, Tenant acknowledges having received a copy of Landlord's Rules and Regulations, which are incorporated into this Lease by reference and further acknowledges that this Lease consists of three printed pages: _____

WITNESS WHEREOF, the parties hereto agree that this Lease is effective on the date first above written.

LANDLORD: _____ Dated: _____ TENANT (All persons listed must sign): _____ Dated: _____
CMB Property Management, Inc.

by: _____
its: Agent _____
LANDLORD'S ADDRESS: _____
1700 Geddes _____
Ann Arbor, MI 48104 _____

Requests for Repairs. In order that Landlord may effect repairs efficiently and economically, Tenant agrees that any request for repairs shall be made in writing and that any such request shall include all repairs deemed necessary by Tenant at the time of such request. The request shall state in specific terms the repair needed, and if more than one repair is included, such request shall state the priority of importance to Tenant of the repairs listed. Acceptance of repair requests by telephone does not waive Landlord's right to require future repair requests to be in writing. Move-in and/or Furniture Checklists shall not be used as requests for repairs. The parties acknowledge that Tenant has the right to withhold rent for lack of repairs if Landlord, after receiving a written request for repair, fails to make the repair within a reasonable time period. To facilitate a better Landlord-Tenant relationship, Tenant agrees to provide:

- (A) Written notice if a repair is not completed in a timely manner, or if a repair is completed unsatisfactorily; and
- (B) An opportunity for Landlord to perform the repair or to remedy the unsatisfactory repair prior to the withholding of rent by Tenant.

Return of Unit and Furnishings. At the termination of this Lease, Tenant agrees to return the unit and all furnishings to Landlord in the same condition as when taken, cleanliness included, excepting reasonable wear and tear. Tenant shall be liable for all damages to unit including vandalism.

Assignment and Subletting. It is expressly understood and agreed that Tenant's leasehold interest may not be assigned or sublet in whole or in part, without, in each case, having first obtained the written consent of Landlord. Landlord shall evaluate assignees and subtenants using the same criteria that it used to evaluate Tenant. Permission to sublet shall not be unreasonably withheld.

Use of Premises. Neither Tenant nor Tenant's visitors shall disturb other occupants. Any such actions shall constitute grounds for termination of the Lease. Tenant shall comply with all applicable governmental regulations. If noncompliance by Tenant results in additional costs to Landlord, such additional expense shall be added to the rent owed by Tenant. Tenant shall replace light bulbs and fuses (if applicable) in the premises, shall place their garbage can(s) at the curb for weekly pickup, and shall return them from the curb promptly.

Keys. Landlord shall provide one key per lock to each of the persons listed as Tenant at the beginning hereof. If all keys are not returned at the termination of this Lease, there will be a \$50.00 charge for re-keying the locks. Lost keys will be replaced at a cost of \$5.00 and lockouts will be charged \$35.00. Both charges are payable at the time they are incurred. Tenant shall not change the locks without the written consent of Landlord and will immediately provide Landlord with a key if the locks are changed.

Lease Expiration. Tenant must vacate the premises promptly at the conclusion of the lease term. No holdover tenancy whatsoever shall be allowed, and Tenant shall be responsible for liquidated damages at the daily rate of 1/5th of the then current monthly market rate plus reasonable attorney's fees as allowable by law. Tenant will also be liable for any damages including hotel/motel and restaurant expenses for the new tenant. Collection of liquidated damages will not create a tenancy. Any person who refuses to vacate the premises at the expiration of the lease term as specified may be evicted without further notice as allowed by law.

Statutory Lease Termination. As provided in MCLA 554.601a, if Tenant has occupied the premises for more than 13 months, Tenant may terminate this lease by 60-day written notice to Landlord if (a) Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility; and/or (b) Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

Forfeiture of Lease. Landlord may terminate Tenant's right to occupancy under this Lease:

- (A) If Tenant fails to pay rent or any other sum required under this lease when due or if a health hazard or extensive and continuing physical injury to the premises exists, by providing seven (7) days written notice to Tenant.
- (B) This Lease may be terminated when a Tenant holds over premises for twenty four (24) hours following service of written demand for possession for termination of the Lease by Landlord if a Tenant, a member of Tenant's household, or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. This applies only if a formal police report has been filed by the Landlord alleging that the Tenant has done one or more of the above acts. This pursuant to M.C.L.A. 600.5714
- (C) If Tenant breaches any other provision of this lease, by providing one month's written notice to Tenant.

At the expiration of the applicable notice period, Tenant's right to occupy the premises shall terminate, and Landlord shall be entitled to possession, and Landlord shall have the right to institute summary proceedings to evict Tenant, in accordance with applicable law. In the event that Landlord shall re-enter and repossess the premises pursuant to this paragraph, Tenant's duty to pay the rent due during the balance of the term of the Lease shall not be terminated but shall continue, subject to Landlord's duty to mitigate damages. Rental payments for the balance of the Lease term may be accelerated upon Tenant's breach of the Lease. Landlord has an obligation to minimize damages by re-renting the premises, in which case Tenant will not be liable for the entire accelerated amount. Either party may have a court determine the actual amount owed, if any.

Amendments. This Lease and Tenant's application to lease, which is incorporated herein by reference and which Tenant warrants to have contained and to continue to contain accurate information, constitute the entire agreement between the parties. Any amendments must be in writing and signed by both parties.

Pests/Rodents/Fleas. Tenant shall exterminate any insect, rodents, or other pests, (except wood-eating insects such as termites, post beetles, or carpenter ants) infesting that portion of the premises he occupies. However, whenever infestation of insects, rodents, or other pests exists in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of Landlord. Tenant responsibility for extermination shall begin 30 days after occupancy commences, provided the unit is free of infestation upon occupancy.

Delay In Possession. If Landlord cannot deliver possession or if the premises are unfit for occupancy within 7 days of the Lease commencement date, tenant may elect to terminate the Lease. All monies previously paid to Landlord shall be refunded. Landlord shall not be liable to Tenant for any damages arising from failure to deliver possession unless said failure is caused by the negligence of Landlord.

Insurance. Landlord shall not be responsible for any theft of personal property of Tenant or his guests or any damage, loss or destruction of personal property of Tenant or his guests due to fire, water, or any other cause whatsoever. TENANT WILL PROCURE AND MAINTAIN AT HIS OWN EXPENSE, RENTER'S INSURANCE COVERING TENANT'S PERSONAL PROPERTY. Each party hereby releases the other party from and waives subordination with respect to any liability for loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party to the extent of any recovery by the insured under such insurance policy. Tenant expressly and unequivocally agrees to be liable to the Landlord and/or the Landlord's insurer in tort for damage to the premises, including but not limited to fire and water damage, caused by Tenant's negligent conduct, or the

negligent conduct of Tenants occupants, guests, licensees, invitees or agents. Tenant agrees to comply in all respects with any policy of insurance covering said premises or contents so as not to cause an increase in premium or void any insurance policy.

Untenantable Conditions. If the unit leased or the building and its improvements are injured or destroyed *In whole* by fire or other casualty without the negligence or fault of Tenant, either party may terminate this Lease immediately by written notice to the other party, given within fourteen (14) days of the injury.

Abandoned Property. All personal property left behind after vacating the premises shall be presumed abandoned, and Landlord may dispose of such property at his discretion.

Mediation. If communication between the Tenant(s) and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issues(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.

Subordination. At Landlord's discretion, this lease may be subordinated to any note, deed of trust or other security instrument given by the owner of the subject property.

Increases. Upon thirty (30) days written notice to Tenant, Landlord may alter rental payment to cover additional costs in operating the premises incurred by Landlord because of any increase in ad valorem property taxes, charges for the electricity, heating fuel, water consumed at the property, or increases in premiums paid for liability, fire or worker compensation insurance. Any such increased payment shall be additional rent.

Application of Payments. Money paid by Tenant to Landlord shall be applied to Tenant's account in the following manner: first to outstanding late fees and dishonored check charges; second to outstanding legal fees and/or court costs legally chargeable to Tenant; third to outstanding utility bills; and fourth to rent.

Costs. Tenant agrees to be responsible for any costs of collection allowed by Michigan law should collection and/or summary proceedings be initiated to collect delinquent amounts owing under this Lease Agreement. If Tenant moves out owing any sums to Landlord, it is agreed that the maximum amount of interest allowed by Michigan law shall be added to the account from the date of Tenant's moving out.

Tenant's Application. It is understood that the Tenant's application for rent is incorporated and made a part of this Lease. Tenant acknowledges that Landlord relies on the representations contained in the application.

Rules and Regulations. The attached Rules and Regulations and Lease Addendums (if any) are hereby incorporated by reference and made part of this Lease Agreement.

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.

You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and receive mail; otherwise, your landlord shall be relieved of sending you an itemized list of damages and the penalties inherent in that failure.

Some things your landlord writes in the lease or says to you may not be correct representations 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 own lawyer, legal aid society, or tenants union lawyer for their opinions.

Upon the execution of this Lease, Tenant is entitled to receive a copy of the booklet provided by the City Clerk concerning the legal rights of tenants and a copy of Ordinance No. 7-06. By executing this Lease, Tenant acknowledges receipt of such a booklet and copy of Ordinance no. 7-06 prior to execution of the Lease.

NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS 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 NORTH FIFTH AVE., ANN ARBOR, MICHIGAN.

RULES AND REGULATIONS

The Rules and Regulations set forth below are binding upon Tenant and are incorporated into the Lease Agreement. These Rules and Regulations have been established by Landlord for the mutual protection and benefit of all residents; to aid Tenant in the full enjoyment of the occupancy of the premises; and for the protection of Landlord's property. The members of Tenant's household and guests shall comply with all such Rules and Regulations and, after receipt by Tenant of written notification thereof, with any additional Rules as may be established by Landlord from time to time.

1. **Interior:** The use of contact paper, masking tape or other self-adhesive type tapes, decals or any adhesive substances or adhesive backed materials is prohibited on any surface of the apartment. Painting or staining of any surface of the apartment without prior written consent of Landlord is prohibited.

No spikes, hooks, nails or glued on hangers shall be applied to the walls or woodwork of the premises. Approved "S-type" metal hangers using brads as nails are required to hang pictures. Any repair or repainting expense shall be Tenant's responsibility.

No sign, advertisement, notice or other lettering shall be exhibited or affixed by any Tenant outside or inside the premises.
2. **Noise:** The loud playing of televisions, CD players, or any other musical instruments or devices, the making of any loud or offensive noise, or the commission of any act which, in the opinion of Landlord, is a nuisance to the other residents of Landlord's property is prohibited.
3. **Parking:** If Landlord provides parking for Tenant, the number of vehicles and places where such vehicles may be parked will be designated by Landlord, and Tenant shall abide by any restrictions imposed in connection therewith.
 - Parking, if provided by Landlord, shall be limited to passenger vehicles in operable condition used for normal and regular purposes.
 - Tenant shall neither repair nor wash vehicles anywhere on the premises.
 - Tenant shall neither drive nor park vehicles on lawns or walkways.
 - Tenant may not park trucks, snowmobiles, trailers of any type, nor any type of commercial or recreational vehicles anywhere on the premises.
4. **Common Areas:** Hallways shall be kept free of personal property, including such items as boots, umbrellas, etc. Doors leading into the hallways from the outside or from the apartments must be kept closed at all times. Neither exterior nor interior hallway doors may be propped open at any time.

Tenant will be responsible for any damage caused by Tenant or Tenant's guests or agents to the apartment or building in which the apartment is located, including damage caused by Tenant in moving into or out of the apartment.
5. **Storage:** If Landlord provides storage areas for Tenant, such areas shall be used only for the storage of Tenant's personal property. Landlord assumes no responsibility for such property. The storage of flammable or other materials hazardous to health or property is prohibited. Tenant's storage area must be kept in a clean, sightly and orderly condition at all times. Tenant may not store personal property in any area of the common basements except such areas designated by Landlord for such purposes. Property stored in areas other than those designated by Landlord shall be deemed abandoned by Tenant and may be disposed of by Landlord without notice to Tenant.
6. **Grounds:** The trees and shrubbery are a vital and valuable part of the premises, and Tenant shall be liable for damages, mutilation or defacing of the same. No personal property of any kind may be placed or kept on front lawns. No personal property may be kept in any area, including fire escapes behind the building in which the apartment is located, without prior written consent. If Landlord gives such consent, Tenant shall keep such area in a clean, sightly and orderly condition.
7. **Roofs:** No antenna of any type may be attached to the roofs or exterior of the buildings. The roofs may not be used by Tenant for storage or any other purposes.
8. **Windows:** Tenant shall keep windows closed in inclement weather and shall be liable for any damage caused by failure to do so.
9. **Furnishings:** Tenant shall not remove any furnishings provided by Landlord. No such furnishings shall be put in the hall, in the basement, nor on a balcony. No weight lifting equipment or water-filled furniture shall be used or permitted on the premises.
10. **Waste and Disposal:** If furnished by Landlord, waste disposals shall be used only for the purpose intended. Tenant shall be responsible for any damage to the disposal caused by Tenant's improper use.
 - Tenant shall place all rubbish in containers designated for such purposes. It is emphasized that rubbish must be placed into the containers and not next to them. Rubbish may not be placed in the hallways of the building or any other area not so designated.
 - Pouring cooking oil or grease into sinks or toilets is forbidden. The same shall be disposed of by placing in leakproof containers and wrapping in several thicknesses of newsprint before placing in rubbish containers.
 - Toilets and other equipment shall be used only for the purposes for which they are constructed. Sanitary napkins and diapers are to be disposed of in a rubbish container. Tenant shall be liable for any charges or damage to the building or premises caused by non-conformance with this rule.
 - No Tenant shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall any Tenant sweep or throw from the premises any dirt or other substance into any of the halls or elsewhere inside or outside of the building.
11. **Radio Transmitters:** Tenant shall not erect or use any radio transmitters on the premises without the necessary filters and written permission from Landlord.
12. **Alterations:** No building equipment may be substituted by Tenant, and Tenant may not alter, improve, nor renovate the apartment without the prior written consent of Landlord. Tenant shall not alter or deface the doors of the apartment or building in which the apartment is located. No additional air-conditioning unit shall be installed, or other alterations or additions made to the premises without the written consent of Landlord.
13. **Hazardous & Flammable Materials:** Tenant may not keep flammable materials or other materials hazardous to health or property in any part of the apartment. Tenant may not use any method of heating other than that supplied by Landlord.
14. **Trash:** Tenant is responsible for taking personal trash to dumpster or designated area. Tenant at no time shall leave trash at any other location on the building premises. Trash left in any other location will result in a haulaway charge of \$25.00 per bag or item.
15. **Smoke Detectors:** In an effort to discourage the removal of smoke detector batteries, it is agreed that in the event that a smoke detector is found without a battery during the tenancy, a new one will be installed, and Tenant will be charged a fifteen-dollar (\$15.00) fee to cover labor. Tenant may, upon presentment at Landlord's office, exchange a battery with a low charge for a new battery at no cost.

16. **Snow Removal:** Tenant is responsible for snow removal from his private entrance(s) and shared fire escape(s), if any.
17. **Rent check pickup:** Rent checks will only be collected from Designated rent check boxes on the first day of each month by 9:00 AM. Do not place rent checks in these boxes after that time or it will be subject to late fees. Rent check collection is a courtesy and may be discontinued at any time for any reason.
18. **Locking Apartment.** Anytime is in the tenants apartment, Lessor will lock all doors when leaving. Tenant should, when leaving the apartment, lock all doors. If tenant is locked out of apartment, the lessor will only unlock the door after proper identification has been provided and a \$35.00 lockout fee has been paid.
19. **Clean:** Tenant must at all times keep the demised premise and all the fixtures therein in a clean and sanitary condition. The common areas of the building shall be cleaned as necessary. Tenant is expected to cooperate in this respect and shall immediately clean anything that tenant or tenant's guests spill or drop in common areas.
20. **Balconies:** Tenant shall not use balconies or patio, if any, for storage of any sort, nor shall they remove any furniture from the apartment and place or store on the balcony or patio. Charcoal grills or any other devices are not allowed at any time on balconies.
21. **Facilities:** It is expressly understood and agreed by the tenant that if lessor shall provide parking space, storage area, laundry facility, childrens play area shuttle bus service or any other facilities outside the demised premises, same shall be deemed gratuitously provided by the lessor, and that if any person shall use same, such person does so at their 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 unless directly caused by lessors negligence.
22. **Windows:** Tenant shall keep windows closed in inclement weather and shall be liable for any damage caused by failure to do so. When drapes are not provided, Tenant agrees to drape every window with white or white lined window covers. Tenant shall not place anything whatsoever upon inner or outer sills of the windows of said building so the same may be exposed through said windows to a view from the street. Rags, Rugs, mops, carpet or clothing must not be shaken, dusted or hung from windows or balconies, nor shall any sweepings, rags, rubbish, etc. Be thrown on the front, side or rear lawn, parking or any other common areas.