



1700 Geddes Ave., A7

Ann Arbor, MI 48104

734-741-9300

[cmb@annarborapartments.net](mailto:cmb@annarborapartments.net)

## LEASE AGREEMENT

LEASE made this \_\_\_\_\_ day of \_\_\_\_\_ between CMB PROPERTY MANAGEMENT, INC. whose address is 1700 Geddes Ave., #A7 Ann Arbor, MI 48104, referred to as "LANDLORD", and \_\_\_\_\_

referred to as "TENANT". LANDLORD leases to TENANT the premises commonly known as \_\_\_\_\_ city of Ann Arbor, County of Washtenaw, State of Michigan, \_\_\_\_\_ for the term beginning at \_\_\_\_\_ on the day of \_\_\_\_\_ and ending at 11:59AM on \_\_\_\_\_.

**Rent:** TENANT agrees to pay LANDLORD the total sum \$ \_\_\_\_\_ in periodic installments of \$ \_\_\_\_\_ upon execution of this lease, \$ \_\_\_\_\_ on \_\_\_\_\_ and \$ \_\_\_\_\_ per month on the 1<sup>st</sup> day of each month thereafter. Payments shall be made by check or money order and delivered to LANDLORD'S main office located at 1700 Geddes Ave., #A7 Ann Arbor, MI 48104. Payments shall be made out to \_\_\_\_\_, and shall include the tenant code \_\_\_\_\_ on all payments to ensure they are applied correctly. As additional rent, Tenant will pay a five percent (5%) late fee for any unpaid amount that remains unpaid after the end of business hours on the 5<sup>th</sup> day of each month. TENANT will also pay a service charge of \$45.00 and any other applicable bank charges for any checks returned unpaid by TENANT'S bank. Returned checks must be replaced with either a money order or a cashier's check and are subject to applicable late fees, which shall be considered additional rent and shall compensate LANDLORD for costs incurred because of late payments. The LANDLORD'S right to collect additional rent shall be in addition to LANDLORD'S right to take action under the provisions of this lease for TENANT'S default in paying rent. TENANT shall pay all additional rent to LANDLORD promptly after the due date of the delinquent installment. All rent paid after the due date and payments to cover checks that have been returned for insufficient funds must be paid at the place designated for above for payment of rent by cashier's check, certified check, or money order. If TENANT fails to pay rent or any other sums when due to LANDLORD, LANDLORD serves a notice of default on TENANT as required by law, and TENANT fails to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by the LANDLORD in enforcing the LANDLORD'S remedies and allowed by statute shall be added to the amount of the arrearage.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Installment Schedule:

Installment 1 _____	Installment 5 _____	Installment 9 _____
Installment 2 _____	Installment 6 _____	Installment 10 _____
Installment 3 _____	Installment 7 _____	Installment 11 _____
Installment 4 _____	Installment 8 _____	Installment 12 _____

2. **Security Deposit:** Prior to \_\_\_\_\_, TENANT shall deposit with LANDLORD the sum of \$\_\_\_\_\_ which shall be held as a Security Deposit, as provided under Michigan Law. There will be a five percent (5%) late fee assessed to any unpaid charge after the due date has passed, which shall be considered additional rent and will be assessed after the five (5) day grace period. The security deposit is placed in the following regulated financial institution: **BANK OF ANN ARBOR 125 South Fifth Avenue, Ann Arbor, MI 48107.**

Landlord will provide inventory checklists to Tenant at the beginning of occupancy. Tenant must note the condition of the unit and its furnishings on the checklist and return it to Landlord within 7 days of taking possession of the leased premises. Landlord may use the security deposit for any of the following at LANDLORD'S discretion: 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 3.) utility bills not paid by TENANT for which tenant was responsible. TENANT may not use the security deposit towards the final month's rent nor will it be returned until TENANT has vacated the premises and the said premises have been inspected. Within 30 days of the date Landlord becomes aware the Tenant has vacated the leased premises, if Tenant has provided a forwarding address in writing, Landlord shall mail tenant a statement of security deposit, itemizing unpaid rent, utility bills and damages, if any. Landlord shall enclose **ONE** check refunding the security deposit, less the itemized deductions. TENANT is liable for any balances remaining unpaid after LANDLORD applies the security deposit to such amounts.

3. **Furniture:** The leased premises as listed above shall be

\_\_\_\_\_ Unfurnished.

\_\_\_\_\_ Furnished. Furnishings will be provided for the number of people on the lease unless requested in writing by the lessees.

\*\* The term unfurnished refers to furnishings only such as living room, dining room, and bedroom furniture. Appliances such as stove and refrigerator will be provided for all premises.

4. **Parking:** Tenant(s) shall be entitled to \_\_\_\_\_ parking spot. **Availability Not Guaranteed.**

5. **Pets:** No pets are allowed, even temporarily, anywhere in the apartment or apartment community without acknowledging said pet in a signed Pet Addendum and payment of all applicable fees. A signed PET ADDENDUM must accompany this lease agreement. If TENANT violates the terms of this paragraph, and has a pet without acknowledging same in signing a Pet Addendum, then TENANT shall additional rent in the amount of **\$250.00** for a first-time offense and **\$500** for every offense thereafter.

6. **Use:** it is expressly understood and agreed that the described premises shall be used for residential purposes only and, at the above rental rate, shall be occupied by \_\_\_\_\_. Any changes to said occupants shall be with the prior written consent of the LANDLORD which may be denied for any reason. Any occupancy or use of the premises in violation of these provisions on the number of occupants shall entitle the LANDLORD to increased rent or to terminate this lease and re-enter and repossess the premises, at LANDLORD'S option.

7. **Condition of the premises:** TENANT acknowledges that the TENANT has examined the said premises prior to the making of this Lease or has waived their right to do so, and knows the condition or state of repairs thereof, and that no representation as to the condition or state of repairs thereof have been made by LANDLORD or LANDLORD'S agent, which are not herein expressed, and TENANT hereby accepts the leased premises in their present condition at the date of the execution of this lease as reflected by the written inventory prepared and delivered in accordance with the provisions of Michigan Law. TENANT agrees that the said premises are in good condition except as specifically in the inventory above described.

8. **Maintenance, repairs, and damage of premises:** Throughout the term of the lease, TENANT shall maintain the premises in good condition and shall allow no waste of the premises or any utilities, except for normal wear and tear. TENANT agrees to promptly notify the LANDLORD, in writing, of any condition which needs repair. If any repairs are made necessary or become costlier because of the acts, misuse, or neglect to TENANT or because of failure of TENANT to notify LANDLORD of any condition in need of repair, TENANT agrees to pay LANDLORD for the cost of making the repairs as additional rent. This includes but is not limited to damage to the premises caused by fire. In addition to the above, TENANT shall pay on demand of LANDLORD the cost to replace any broken window glass caused by TENANT or TENANT'S guests or invitees or any lost or broken keys and lock changes.

9. **Decorations and Alteration:** Other than hanging decorations on the walls with nails or other materials approved by LANDLORD, TENANT shall not alter or decorate the premises without prior written consent from LANDLORD. LANDLORD'S consent to a particular decoration or alteration shall not be deemed consent to future decorations or alterations. TENANT shall not remove any furnishings LANDLORD furnishes to TENANT, drive nails into the woodwork or brickwork, or use any adhesive material on the walls without prior written consent from LANDLORD. Painting, staining, or papering of any surface of the apartment without prior written consent of LANDLORD is prohibited. Any repair or repainting expense necessitated by TENANT'S failure to comply with the terms of this section shall be TENANT'S responsibility.

10. **Assignments and Subleases:** TENANT shall not sublet or assign his/her interest without prior written consent from LANDLORD. Any assignment or subletting of this lease or the premises without prior written consent from LANDLORD will be void and completely ineffective and will be a default allowing LANDLORD to initiate legal action against TENANT.

11. **Interruption of services:** As long as the premises are habitable, and LANDLORD makes any repairs or improvements within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the premises shall not affect this lease, reduce the rent, or be construed as an eviction.

12. **Prohibitions:** Neither TENANT, TENANT'S occupants nor the TENANT'S guests shall

- a. Install any equipment or appliances that, in LANDLORD'S opinion, cause an unsafe condition on the premises or materially increase LANDLORD'S utility costs.
- b. Accumulate refuse on or around the premises that might pose a health hazard to TENANT or TENANT'S neighbors.
- c. Allow any activity on or around the premises that would result in an increase in fire insurance premiums for the premises.
- d. Permit any flammable liquids or explosives to be kept on or around the premises.
- e. Permit on the premises any act that would injure LANDLORD'S reputation or interfere with the rights or the quiet enjoyment of other persons.
- f. Change or install any locks on the premises or in the building where the premises are located without prior written consent from LANDLORD.
- g. Bring any waterbeds, floor safes, or any other heavy objects on the premises.
- h. Bring any animals on the premises without prior written consent from LANDLORD.
- i. Permit any laws to be violated on the premises.
- j. Do anything which might cause a disturbance, nuisance or an eyesore to other tenants or to LANDLORD, its employees, or agents.

13. **Termination for illegal drug activity:** as stated in the DEFAULT paragraph of this lease, TENANT'S tenancy will be terminated upon twenty-four (24) hours written notice if TENANT, a member of TENANT'S household, or other person under TENANT'S control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises pursuant to MCLA 600.5714(b).

14. **Firearms:** No firearms are allowed in the apartment or the apartment community without prior written consent of LANDLORD, which may be denied for any reason.

15. **Access to premises:** TENANT agrees to permit LANDLORD or its agents to enter the premises at any reasonable time for purposes of maintenance, inspection, or to display to future tenants. Except in the event of emergency or maintenance, LANDLORD shall attempt to give TENANT twenty-four (24) hours' notice to such entry.

**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 N. FIFTH AVE.**

16. **Vacation or abandonment of the premises:** All personal property left behind upon vacating the premises shall be presumed abandoned and landlord may dispose of such property at its discretion. All costs involved in removing and disposing of TENANT'S property will be charged to TENANT.

17. **Contents Insurance:** TENANT is **required** to carry Renter's Insurance in an amount sufficient to cover TENANT'S personal property. LANDLORD shall have no liability whatsoever for the loss or destruction of TENANT'S property, unless such loss is caused by LANDLORD'S willful or grossly negligent act and is not otherwise covered by TENANT'S insurance. TENANT agrees any damage to the contents of TENANT'S apartment which are, or should be insured by TENANT under this paragraph is the TENANT'S responsibility. TENANT agrees to provide proof of renter's insurance prior to move in and at any time throughout the lease as requested by the LANDLORD.

18. **Mutual Waiver of Subrogation:** LANDLORD and TENANT hereby release and discharge the other party and any officer, agent, or employee or representative of such party, and of and from any liability whatsoever hereafter arising from loss, damage or injury to property or person caused by fire or other casualty for which insurance coverage, permitting waiver of liability and waiving the insurer's rights of subrogation is carried by the other party to the extent of any recovery by the insured party under the policy. TENANT agrees to request and apply for payment under TENANT'S insurance policies whenever possible.

19. **Damage or Destruction of Premises:** If a casualty partially destroys the premises but they can be restored to a rentable condition, LANDLORD shall repair the premises with reasonable dispatch; however, LANDLORD'S obligation to repair the premises shall be limited to the amount of insurance proceeds received by the LANDLORD. TENANT'S obligation to pay rent shall be suspended while the premises are uninhabitable. If a casualty damages the premises to the extent that they cannot be restored to a habitable condition within a reasonable period of time, either party may terminate this lease by giving the other party written notice within 15 days after the casualty. The LANDLORD shall not be liable for providing housing for the TENANT during repairs.

20. **Utilities:** TENANT agrees to transfer all separately-metered utilities into their name at the time of move in and keep them turned on, paid in full, and to not discontinue or interrupt the publicly metered utility during their residency. TENANT will be charged for applicable publicly metered utilities which are not transferred into TENANT'S own name, in addition to late fees and a \$50.00 administrative fee, effective the date of move in. In addition, TENANT agrees to pay for all other utilities as described in the Utilities Addendum. Any unpaid utilities will be owed to LANDLORD as additional rent.

21. **Move out:** TENANT agrees to leave the premises clean and empty at termination in the same condition as when taken, reasonable wear and tear is accepted. Any and all trash removal will be charged to TENANT at a rate of **\$50 per bag**.

**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OUT 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.**

22. **Tenants Application:** TENANT'S application for rental, submitted to LANDLORD, is herein incorporated and made part hereof this agreement. TENANT acknowledges that LANDLORD relies on the representation contained in the application and if any of those representations are discovered to be false or incorrect, TENANT will be in breach of this lease.

23. **Holding over:** If TENANT stays beyond an agreed upon move out date and time, TENANT shall be held liable for all damages suffered by landlord and any prospective new residents. In addition to any such damages, TENANT'S late move out fee will be assessed in the amount of **\$100.00** per hour past lease end date and time to compensate the LANDLORD for the resulting cost, damages and expense..

25. **Rules and regulations:** LANDLORD reserves the right to adopt rules and regulations relating to the use of the common areas of the community and to establish other reasonable rules and regulations as necessary for the general welfare, health, and comfort of all tenants in the community, and for the protection of the buildings and property in the apartment community. TENANT promises and agrees to obey the rules and regulations that are in effect. LANDLORD reserves the right to change the rules and regulations from time to time as LANDLORD deemed necessary. Changes to the rules and regulations will take effect thirty (30 days) after written notice to TENANT. The rules and regulations are a part of this Lease and any breach of the rules and regulations will be a breach of this Lease.

26. **Notices:** Any notices under this lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the recipient's last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date.

27. **Modifications:** No modifications of this lease shall be binding unless they are in writing and signed by LANDLORD and TENANT.

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

29. **Agreement:** This lease sets forth the entire agreement between LANDLORD and TENANT. There are no verbal or written agreements that are not contained in this lease between the parties.

30. **Delay of possession:** If TENANT is unable to occupy the premises at the time promised by reason of the holding over of the previous occupant or as a result of any cause beyond the control of the LANDLORD; LANDLORD shall not be liable to TENANT. During the period TENANT is unable

to occupy the premises rent shall not be due. If LANDLORD is unable to deliver possession within ten (10) days of the agreed commencement date, TENANT may terminate this lease by written notice to LANDLORD.

31. **Joint and Several Lease:** This is a joint and several lease such that each person signing the Lease as "TENANT" is jointly and severally (individually) liable for the TENANT'S obligations set forth herein.

32. **DEFAULT:** Upon the happening of any of the following events, TENANT shall be in default of his/her obligations under this Lease Agreement and LANDLORD may send a Demand of Possession or Notice to Quit to Regain Possession of premises pursuant to the statutes of the State of Michigan. In the event TENANT does not comply with such Demand or Notice, the LANDLORD may, by summary proceedings or by suitable action or proceeding at law or in equity, or by any other legal proceedings, repossess the premises. Voluntary move out or eviction of TENANT or default of any obligation under the lease shall not relieve TENANT from the obligations to pay rent, either current or future. LANDLORD shall however be required to mitigate its damages. Such default may consist of, but not limited to, the following:

- a. TENANT attempts to assign his/her rights in this Agreement or to sublet the premises without the prior written authorization of LANDLORD.
- b. TENANT shall be declared bankrupt under the laws of the United States.
- c. A receiver is appointed for TENANT'S property
- d. TENANT fails to abide by any of the rules and regulations pertaining to the premises.
- e. TENANT fails to pay any sum due pursuant to this Agreement.
- f. TENANT shall default in the performance of any of his/her obligations pursuant to this agreement.
- g. TENANT allows serious and continuing health hazard or continuing physical damage to the premises to occur
- h. TENANT threatens another tenant, employees of LANDLORD, or commits a violent act against another person on the apartment community.
- i. This lease may be terminated when a TENANT holds over premises for 24 hours following service of a written demand for possession for termination of the lease by LANDLORD if TENANT, a member of TENANTS household or other person under 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 police report has been filed alleging TENANT has done one or more of the above acts. This is pursuant to MCLA 6005714.

33. **Remedies:** The failure on the part of LANDLORD to avail itself of any of the remedies for similar or other breaches by TENANT. Exercise of any of the rights or remedies with respect to default shall not preclude or affect subsequent exercise of such rights or remedies at different times for different defaults. LANDLORD'S remedies hereunder shall be deemed cumulative and not alternative, if so allowed by law.

34. **Costs:** TENANT is responsible for any costs of collection allowed by Michigan law should collection and/or summary proceedings be initiated to collect delinquent amount owing under this Lease. 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 on from the date of TENANT'S moving out. Court costs begin to accrue the day the case is filed with the appropriate court.

35. **Security:** TENANT acknowledges and agrees to the following:

- a. Protections against criminal action is not within LANDLORD'S power.
- b. LANDLORD does not have an obligation to provide security protection services, security lighting, courtesy personnel, electronic

security devices or any other security measures.

- c. LANDLORD has no obligation to conduct criminal background checks on actual or potential residents or occupants.
- d. TENANT shall look solely to the public safety/police for security measures.
- e. TENANT and any of his/her occupants or guests are responsible for their personal safety.
- f. LANDLORD shall not be responsible for failure to provide security protection measures, for failure to conduct criminal background checks or criminal or wrongful actions by others against TENANT, and any of his/her occupants or guests. If, from time-to-time, LANDLORD provides security measures listed above, those measures are for LANDLORD'S own purposes and shall not constitute a waiver of, or in any manner modify, the security provision set forth earlier in this paragraph. TENANT understands and acknowledges that LANDLORD may at any time; discontinue such security services without notice or consent of the TENANT.

36. **Mold and Mildew:** TENANT agrees to properly regulate climate control, keep the premises clean and take other measures to retard and prevent mold and mildew from accumulating in the premises. TENANT agrees to clean and dust the premises on a regular basis and to remove visible moisture accumulation on the windows, walls, and other surfaces as soon as reasonably possible. TENANT agrees not to block or cover any of the heating, ventilation, or air-conditioning ducts in the premises. TENANT agrees TENANT is responsible for damage to the premises and TENANT'S property as well as injury to the TENANT, occupants and guests resulting from TENANT'S failure to comply with the terms of this Agreement. TENANT also agrees to immediately report to the management office:

- a. Any evidence of a water leaks or excessive moisture in the premises, as well as in any storage room, garage, or other common areas.
- b. Any evidence of mold or mildew growth that cannot be removed by simply applying a common household cleaner and wiping the area.
- c. Any failure to malfunction in the heating, ventilation, air-conditioning system or inoperable doors or windows in the premises.

37. **Use of Recreational Facilities:** TENANT agrees only TENANT, their occupants, and guests may use the Recreational Facilities located in the community, including without limitation swimming pools, tennis courts, and fitness centers, clubhouses (collectively referred to as "Recreational Facilities"). TENANT agrees to abide and cause each occupant and guest to abide by all the rules and regulations posted or otherwise communicated to TENANT. TENANT agrees to avoid and to cause each occupant and guest to avoid conduct which LANDLORD, in its reasonable judgement deems inappropriate and disruptive. TENANT agrees that in the event of a default under this paragraph by TENANT, their occupant or guests, LANDLORD may suspend or revoke TENANT'S use of any or all of the Recreational Facilities and such a default shall constitute a default under this lease. TENANT, on his/her own behalf and to the extent permitted by law and in equity, on behalf of each occupant and guest, hereby assumes all health risks and risks of personal injury, death, property loss or other damages (and releases LANDLORD from liability therefore) which may result from or arise from attendance at or use of facilities by TENANT, their occupant or guests.

38. **Statutory Provisions Regarding Lease Termination by Tenant:**

- a. As provided in MCLA 554.601a, if TENANT has occupied the above described rental unit for more than 13 months, TENANT may terminate this Lease by 60-days written notice to LANDLORD if one of the following occurs: (i) TENANT becomes eligible during the Lease term to take possession of a subsidized unit in senior citizen housing and provides LANDLORD with written proof of eligibility; or (ii) TENANT becomes incapable during the Lease term of living independently, as certified by a physician in a notarized statement.
- b. As provided in MCLA 554.601b, "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."





NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN WRITING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK LEGAL 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.**

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. By executing this Lease, Tenant acknowledges receipt of such a booklet prior to execution of the Lease.

Agent for owner

CMB PROPERTY MANAGEMENT, INC.

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant





1700 Geddes Ave., A7

Ann Arbor, MI 48104

734-741-9300

[cmb@annarborapartments.net](mailto:cmb@annarborapartments.net)

## **LEASE ADDENDUM – Domestic Violence, pursuant to MCL 554.601b**

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.

A tenant who has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking while that person is a tenant will be released from the obligation to pay rent, provided the tenant submits written notice and one of the following types of documentation to the landlord by **certified mail**. The release will be effective only if the tenant actually vacates the premises.

In addition to the written notice, the tenant must submit written documentation consisting of at least one of the following:

- A valid PPO or protection order from another state or an order removing an abusive person from a home under the Juvenile Code. The order must be in effect at the time it is submitted.
- A valid probation order, conditional release order or parole order (still in effect at the time it is submitted) that imposes conditions to protect the tenant or the tenant’s child, including a no contact order.
- A written police report that resulted in charges no more than 14 days before the submission of the notice and the documentation.
- A written police report that resulted in charges more than 14 days before the submission of the notice and documentation, if accompanied by a form demonstrating a verifiable threat.
- A report verified by a qualified third party (sexual assault or domestic violence counselor, licensed health professional, mental health professional, member of the clergy).

I/We the undersigned have thoroughly read and understand the contents of this lease and agree to abide by all policies and instructions contained within.

Agent for owner

CMB PROPERTY MANAGEMENT, INC.

**Tenant**

**Tenant**

**Tenant**

**Tenant**

**Tenant**

**Tenant**

### Lead Warning Statement

Housing Built before 1978 may contain Lead-based paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting re-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federal approved pamphlet on lead poisoning prevention.

**Landlords Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint o lead-based paint hazards (check one below)  
 \_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

\_\_\_\_\_

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the landlord (check one below)

\_\_\_ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or Lead-based hazards in the housing. (list documents below)

\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgement (initial)**

\_\_\_\_\_ (c) Tenant has received Copies of all information listed above.

\_\_\_\_\_ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

[https://portal.hud.gov/hudportal/documents/huddoc?id=PROTECT\\_FAMILY\\_LEAD\\_2012.PDF](https://portal.hud.gov/hudportal/documents/huddoc?id=PROTECT_FAMILY_LEAD_2012.PDF)

**Agents Acknowledgement (initial)**

\_\_\_\_\_ (e) Agent has informed the landlord of the landlord's obligation under 42 U.S.C. 4852(d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify to the best of their knowledge that, the information provided by the signatory is true and accurate.

Agent for owner

CMB PROPERTY MANAGEMENT, INC.

**Tenant**

**Tenant**

**Tenant**

**Tenant**

**Tenant**

**Tenant**

## **COMMUNITY RULES AND REGULATIONS**

1. No chalk, Crayon or other writing material shall be placed on any surface, inside or outside the buildings.
2. No sign, advertisement, notice, or lettering shall be placed or inscribed on any parts of the building, or any windows or door.
3. No clothing or mops are to be hung or shaken out of windows. Nothing shall be hung over balcony railing. Nothing shall be stored on the balcony. Hallways shall be kept free of personal property, including such items as boots, umbrellas, etc.
4. No cooking or fires shall be permitted on the balconies. Any approved outdoor cooking or open flames shall be on ground level and must be at least 15 feet from the building or the distance required by the local ordinance (whichever is further).
5. Garbage shall be placed in plastic bag and placed into the dumpster. Large items (pieces of furniture, rugs, boxes, etc.) are to be disposed of in the dumpsters. Tenants who leave garbage or debris in the hallways will be assessed a removal charge of \$50.00 per piece.
6. Persons shall not use the hallways, interior stairwells for loitering purposes. Doors leading into the hallways from the outside or from the apartments must be kept closed at all times. Neither exterior or 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
7. Soliciting is not permitted in the building.
8. Smoking is not permitted in the Management office, Hallways, or any indoor common areas. 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.
9. Consumption of alcoholic beverages is not permitted in the common areas, or on any property grounds.
10. Rent payments are due on the FIRST (1<sup>st</sup>) day of each month. On the SECOND (2<sup>nd</sup>) day of the month it is considered late with no penalties. You will be assessed a late charge on the SIXTH (6<sup>th</sup>) Day of the month according to paragraph 1 of the Lease Agreement. No personal Checks will be accepted after the FIFTH (5<sup>th</sup>) day of any month. NO CASH will be accepted at any time.
11. ALL vehicles must be registered with the Management office and a Tenant is allowed up to two registered vehicles. If your vehicle is parked on the property, it is to be in "roadworthy" condition at the sole judgement of Management. Any vehicle deemed abandoned or in violation of this policy will be towed immediately. There is not vehicle washing or maintenance allowed on the property. Automobile Owner agrees to keep in force the minimum insurance requirement while occupying a space in or on Landlord's property. Automobile Owner agrees to keep current registration for vehicle(s). a vehicle that displays an expired plate on Landlord's property is subject to towing at vehicle owners expense. Any vehicle parked on the lawn, blocking another vehicle, or in an emergency zone will be towed immediately at the vehicle owner's expense. Tenant may not park trucks, snowmobiles, trailers of any type, nor any type of commercial or recreational vehicles anywhere on the premises.



12. Satellites dishes and Antennas: You must complete a satellite addendum and abide by its terms prior to installation and use.

13. 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, 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.

14. THIS COMMUNITY, ITS OWNER, AND AGENTS FOR THE OWNER, **ARE NOT RESPONSIBLE OR LIABLE FOR LOSSES DUE TO FIRE, THEFT, FLOOD, OR DAMAGES TO ARTICLES ON THE PREMISES. YOUR LEASE AGREEMENT REQUIRES RENTERS INSURANCE FOR YOUR BELONGINGS UNLESS WRITTEN DOCUMENTATION IS SUBMITTED WITH UNDERSTANDING THAT PERSONAL PROPERTY IS NOT COVERED BY THE LANDLORD.**

Rules can be added and amended at any time during the lease term. Failure to abide by the above said notice may result in the Landlord evicting the tenant from the premises.

Agent for owner

CMB PROPERTY MANAGEMENT, INC.

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## UTILITY SERVICES ADDENDUM

This Utility and Services Addendums incorporated into the lease dated \_\_\_\_\_ between LANDLORD and \_\_\_\_\_, With respect to the rental of Apartment unit \_\_\_\_\_ Located at \_\_\_\_\_, and is in addition to the terms and conditions of the lease. All terms used in this Addendum shall have the same meaning as in the lease, unless otherwise specifically noted. To the extent that the terms in this addendum conflict with those of the lease, the terms of this addendum shall control. The term "our" refers to Landlord, and the term "your" refers to Resident(s).

1. Responsibility for payment of utility and service bills including charges for usage, deposits, and any charges, taxes, fees, administrative fees, or costs associated with the utility services or billing (collectively, "costs"), and the methods of metering or otherwise allocating the payment of utility services and costs, will be indicated below.

a. Water Service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Water service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Water served will be billed to and paid for by us.

b. Sewer Service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Sewer service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Sewer served will be billed to and paid for by us.

c. Gas Service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Gas service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Gas served will be billed to and paid for by us.

d. Trash Service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Trash service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Trash served will be billed to and paid for by us.

e. Electric Service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Electric service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Electric served will be billed to and paid for by us.

f. Cable service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Cable service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Cable served will be billed to and paid for by us.

g. Internet Service to your apartment and costs will be:

- Paid by you directly to the service provider(s); or
- Internet service will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
- Internet served will be billed to and paid for by us.

#### METERING/ALLOCATED METHOD KEY

"1" Sub-Metering of all your water/gas/electric use

"2" Calculation of your total water use based on sub-metering of hot water

"3" Calculation of your total water use based on sub-metering of cold water

"4" Flat rate of \$ \_\_\_\_\_ per month

"5" Allocation based on the number of persons residing in your apartment unit.

"6" Allocation based on the number of persons residing in your apartment using a ratio occupancy formula

"7" Allocation based on square footage of apartment unit

"8" Allocation based on combination of square footage of your apartment unit and the number of persons residing in your apartment unit.

"9" Allocation based on the number of bedrooms in your apartment unit.

"10" Allocation based on a lawful formula not listed here

(Note if "10" is selected, a separate "Exhibit A" will be attached describing the formula used)

2. If an allocation method or flat fee is used, our billing company or we will calculate your share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method or flat fee, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administration fees. Both Resident and landlord agree that using calculation, allocation formula or flat fee as a basis for estimating total utility compensation for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations, and allocation formulas.

3. When billed by us directly or through our billing company, your payment of utility and or services bills must be received within 15 days of the date when the bill is issued at the place indicated on your bills, or the payment will be late. If a payment is late, you will be responsible for a late fee in the amount of \$50.00. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any services bill or set-up charge or initiation fee by us or our billing company.



1700 Geddes Ave., A7

Ann Arbor, MI 48104

734-741-9300

[cmb@annarborapartments.net](mailto:cmb@annarborapartments.net)

4. You will be charged for the full period of time that you are living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If you breach the Lease, you will be responsible for utility and service charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utilities and services, we may charge you for any such utilities and services billed to us with respect to your apartment and may charge a reasonable administration fee for billing you for such utilities and services in an amount not to exceed **\$50.00**. In the event the utility gets shut off while you are occupying the apartment, you will be held liable for any damages that may occur.
5. When you move out and when applicable, you will receive a final bill, which may be estimated by us based on your prior utility and service usage. This bill must be paid at the time you move out or it will be deducted from the security deposit, as permitted by state Law. Unless prohibited by law, bills may also be estimated on a temporary basis when necessary due to such outages, interruptions, or fluctuations.
6. Landlord will not be liable for any losses or damages TENANT may incur as a result of outages, interruptions, or fluctuations in utilities or any other services provided to the apartment unless such loss or damage was the direct result of an intentional or negligent act or omission by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility or services sub-metering system or device. Violation of this provision is a material breach of your lease and may subject you to eviction.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last.
9. You will be liable for any damages related to frozen water pipes directly caused by a failure to keep your dwelling at a minimum temperature of 55 degrees that would prevent the pipes from freezing. This includes any damages to your dwelling, neighboring dwellings, common areas, landlord's buildings or equipment.

Agent for owner

CMB PROPERTY MANAGEMENT, INC.

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## **PARKING POLICY**

1. There will be a \$100.00 charge for lost or unreturned parking permits, if applicable at your community. Passes MUST be returned within seven (7) days of the end of the lease.
2. No extra passes will be distributed without an additional parking lease on file. Guest passes or temporary passes will be given out in ADVANCE in the Management office located at 1700 Geddes Ave. It is the resident's responsibility to inform their guests of the parking policy. A property map including guest parking (if applicable) has been provided.
3. All vehicles must be registered with the management office. Each lessee is allowed up to TWO (2) registered vehicles.
4. Parking permits must be mounted on the inside of the vehicle affixed to the dashboard or hung from the rearview mirror. It is recommended if fixing permit to the dashboard, scotch tape is used.
5. Any vehicle without a VISIBLE parking permit will be towed at the vehicle owner's expense without notice 24 hours a day. NO EXCEPTIONS. Residents are responsible for making the permit visible.
6. Any vehicles that are improperly parked (in front of dumpsters, on sidewalks, blocking other cars, on lawn, across 2 parking spots, blocking entrances, not parked in designated parking areas, not parked in the correct assigned spot, etc.) regardless of parking permit WILL be towed at the vehicle owners expense without notice.
7. Vehicles with expired plates, no plates, or that appear to be broken or abandoned (flat tire, broken windows, leaking fluids, etc.) WILL be towed at the vehicle owner's expense without notice.
8. Motor homes, large trucks, boats, boat trailers, inoperable vehicles and other similar vehicles may not be parked on the premises. All such prohibited vehicles shall be parked outside the area. This does not apply to service vehicles of contractors or other persons performing service for residents. Vehicles which are otherwise prohibited may be temporarily parked for the purposes of loading and unloading.
9. Resident agrees that if someone has parked in their parking spot, they WILL NOT park in a different spot in the lot or they will be towed at their own expense. CMB will not be responsible for any vehicle towed for parking in the incorrect parking spot.
10. Any and all towing will be done by Brewers at the vehicle owner's expense. Brewers can be reached at 734-665-8888. CMB is not responsible for lost, stolen, or damaged items in the parking area.

\*\* If someone has parked in your assigned parking spot, contact the CMB office for further instruction OR contact Brewer's Towing at the number above to have the vehicle towed.

**By signing this agreement, I understand and agree to the above policies.**

Agent for owner

CMB PROPERTY MANAGEMENT, INC.

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**By initialing below, lessee agrees that they will pick up parking permit and map on move in day from CMB office.**



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[cmb@annarborapartments.net](mailto:cmb@annarborapartments.net)

## IN CASE OF EMERGENCY ADDENDUM

Our Management team is excited that you've chosen to live at our community. We hope your home is comfortable and pleasant. However, we know that situations can arise and emergencies can occur. The following are considered emergencies and emergency numbers that YOU SHOULD KEEP POSTED IN YOUR NEW HOME.

For after-hours Maintenance Emergencies, (Emergencies are described as a situation that will cause harm or damage to person or property), CALL THE EMERGENCY MAINTENANCE PHONE NUMBER 734-320-4573. Example of emergencies:

- Electrical – Any major electrical problem or power outage. (if you experience a power outage throughout your entire apartment home, contact DTE Energy at 800-477-4747).
- Stove/Refrigerator - - If appliance is COMPLETELY out.
- No Water/Water leaks - - Any Water leak that is causing or may cause structural damage. (does not include leaky faucets)
- Sewers – Any Sewer Backup or toilet stoppage in an apartment home with only one bathroom.
- Tenant Lockouts - - Authorized personnel will unlock the apartment home after hours for authorized Tenants/Occupants. A fee of \$25.00 Payable at the time of entry.
- Window replacement or entrance doors – when security factors are involved.
- No Heat.
- No A/C – If health factors make it necessary. Must have Doctor's note on file with Management.

Fire department:

911 Non-Emergency call: 734-794-6961

Police Department:

911 Non-Emergency: 734-994-2911

We care about each of our tenants, however, you can appreciate that NO ONE can guarantee your safety. The best safety measures you yourself perform as a matter of common sense and habit. Please remember your security is YOUR responsibility as well as local law enforcement agencies.

Agent for owner

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## **FITNESS CENTER RULES**

When using the fitness center, RESIDENT(S) agrees to the following:

1. Residents and guests will adhere to the rules posted at the fitness center and all Management policies.
2. The fitness center is not supervised. Resident(s) are solely responsible for the appropriate use of equipment.
3. Resident(s) shall carefully inspect each piece of equipment prior to use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
4. Resident shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's' use that appears to be dangerous or in violation of Management rules or policies.
5. Resident shall consult a physician before using any equipment in the fitness center and before performing any aerobics or exercise class, and will refrain from such use and participation unless approved by Residents Physician.
6. Resident will keep fitness center locked at all times (where applicable) during visit to fitness center.
7. Resident will not admit any person to the fitness center that has not registered with the Management office.
8. Only persons at least 18 years of age may use the fitness center.
9. Resident must accompany guests.
10. No glass, smoking (of any kind including electronic cigarettes), eating, alcoholic beverages, pets, or black sole shoes are permitted in the fitness area.

Agent for owner

CMB Property Management

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