



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.

Date:	Apartment Community: The Courtyards (the "Community")		
Tenant Name: (herein "you" or "your")	Social Security No.:	Student ID No.:	
Permanent Address:			
Landlord/Owner: The Courtyards (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)		Owner's Address: 1780 Broadway St. Ann Arbor, MI 48105	
Property Manager: EDR Management Inc. ("Manager")		Lease Term: ("Starting Date") to ("Ending Date")	

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a bedroom apartment (**Bed** / **Bath**), and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages. Your Apartment and bedroom will be identified in an addendum to this lease.

2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at **12:00pm** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except military service or otherwise as provided by law. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 13 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**

3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is \$ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in , () installment of \$ payable as follows; the installment is due on .



Resident: _____ Owner/Agent: _____



The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	
Covered Parking Rent	
TOTAL RENT	

With the exception of the first installment, you will pay us the "**Rent Installment**", which is composed of the Base Rent and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable at the business office or the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us.

If your Rent is not paid by 10am on the third (3rd) day of the month, your Rent is late and you will be charged \$35.00 in addition to your Rent. In addition, if rent is still due on the 10th you will be charged an additional late charge of \$50.00. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

4. **DAMAGE AND SECURITY DEPOSIT (DEPOSIT).** LESSEE agrees to pay LESSOR the sum of **\$0.00** (not to exceed one and one-half month's rent equivalent) as a Deposit, on or before 10 days after signing of lease as a condition of giving possession to LESSEE. In no case is LESSOR obligated to apply this Deposit to rent or other charges in arrears. If damages caused by LESSEE exceed the amount on Deposit, LESSEE agrees to pay such damages upon receipt of a Notice of Damage, provided there are no judicial or mediation proceedings pending. The Deposit shall be deposited at/the insurer of the Deposit is: **J.P. Morgan Chase Bank, N.A., 10 S. Dearborn St. , Chicago, IL 60601**
5. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$30.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.
6. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked:
 Cable TV, Electricity, Gas, Water, Sewer, Garbage Removal, Internet, Telephone.
 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. Resident also agrees 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. Any difference in the actual overage will be billed and/or refunded to the resident. 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 any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.
7. **INTERNET.** 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 7.**
8. **RELOCATION.** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied,



Resident: _____ Owner/Agent: _____



to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon **5** days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than **5** days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$200.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

9. NON-REFUNDABLE SERVICE FEE. In addition to the Rent you agree to pay, a one-time non-refundable service fee of **\$150.00** for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

10. 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.

11. RIGHT OF ENTRY. We have the right, as do our agents, to enter the Apartment and your Bedroom at any time without notice in the event of an emergency and at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion. Further, with 48-hours advance notice to you, we have the right to enter the Apartment and your Bedroom at all reasonable times to show the Apartment or your Bedroom to prospective tenants, purchasers or representatives of insurance or lending institutions. **You may not change any locks.**

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.

12. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT. We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct.

WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

13. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this



Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

14. DEFAULT. You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guests threaten or cause actual or potential physical harm to a person, violate any laws regarding the possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or engage in any other unlawful conduct regardless of whether such activity results in criminal charges;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. You fail to pay any charge within 10 days after it is levied in accordance with this Lease;
- j. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- k. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
- l. **Limited Cure Rights.** For a failure to provide a security deposit or guarantor, or a non-monetary default that does not involve any violation of fire, health or criminal laws, or destruction of property, or actual or threatened bodily harm, so long as such default can be cured, we will permit you a period of **five (5) days** to cure such default before we exercise any of our remedies under this Lease.

15. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

16. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

17. CONDITION OF PREMISES.

- a. **Acceptance of Apartment.** An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe



and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damage to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Any such charges will be deemed "Additional Rent". Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

18. RIGHT OF REFUSAL. Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin or other categories protected by law. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

19. TERMINATION. No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

20. YOUR DUTIES UPON TERMINATION. When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend



Resident: _____ Owner/Agent: _____

that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 above.

21. **CONSENT TO JURISDICTION.** This Lease has been entered into in the County of **Washtenaw** in the State of **Michigan**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within the County of **Washtenaw** in the State of **Michigan**.
22. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of **Michigan**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
23. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs of such action incurred by us, including attorneys' fees as provided by law, in addition to any amounts awarded to us in such action.
25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
26. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
27. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
28. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
29. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
30. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
31. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
32. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of



any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

- 33. HOLDING OVER.** No hold-over occupancy is permitted without the advance written permission of Owner or Manager. Any person who refuses to vacate the premises at the expiration of the Lease term as specified herein shall be deemed to be a trespasser without color of title or other possessory interest and shall be subject to immediate eviction as provided by law. If you still 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 that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.
- 34. NOTICES.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. All notices and demands by us to you may be sent by mail to you or by personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 35. PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. All motor vehicles (motorcycles, cars, trucks, SUV's, etc.) must have a Community issued parking permit. **Unauthorized vehicles of any type may be towed at the owner's expense.** We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.
- 36. PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
- 37. INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 38. TRUTH IN RENTING ACT.** MCL 554.631 TO 554.641; Landlord and Tenant agree that this Lease shall not and is not intended to violate or waive any of the provisions of the Truth in Renting Act or any of the Statutes referred to in the Truth in Renting Act relating to fitness and habitability, security deposits, civil rights of handicapped persons, and consumer protections. If however, any provision of this Lease does in fact violate or waive any of the above statutes, then such provision shall be null and void but the other provisions of this Lease continue to remain in full force and effect.
- 39. MEDIATION.** At all times that you are a student at the University of **Michigan**, all parties hereto agree that mediation is desirable for all parties and that the University of **Michigan** Mediation Service act as mediator in any dispute that may arise between the parties. All parties agree:
- a. That any party to this Lease may request mediation.
 - b. That the mediators may enter and inspect the premises after notice to both parties and at reasonable times.
 - c. That all parties agree to make a reasonable and good faith effort to settle such disputes through mediation.
 - d. This mediation provision does not preclude other rights of the parties.
- 40. SERVICE MEMBERS 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 Service members 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.

- 41. **TERMINATION PURSUANT TO MCL 554.601a.** If you have occupied the leased premises for more than thirteen (13) months, you may terminate the Lease by a sixty (60) day written notice to the Owner/Manager if either of the following occurs: (a) you have become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provide Owner/Manager with written proof of that eligibility, or (b) you have become incapable during the lease term of living independently as certified by a physician in a notarized statement.
- 42. **CONTROLLED SUBSTANCES.** Your tenancy may be terminated because you, a member of your household, or other person under your control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. We may terminate the tenancy by giving you a written twenty-four (24) hour Notice to Quit. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in Schedule 1, 2 or 3 pursuant to Sections 7211, 7212, 7213, 7214, 7215 and 7216 of Act No. 368 of the Public Acts of 1978, being Sections 333.7211, 333.7212, 333.7213, 333.7214, 333.7215, and 333.7216 of the **Michigan** Compiled Laws.
- 43. **WASHTENAW COUNTY CLEAN INDOOR AIR REGULATION.** You shall comply with all requirements of The **Washtenaw** County Clean Indoor Air Regulation and ensure compliance on the part of members of your household, guests or agents. LESSOR may terminate the Lease Agreement if chronic violations of the **Washtenaw** County Clean Indoor Air Regulation occur by you, members of your household or other persons under your control. Chronic violations are defined as three or more of either **Washtenaw** County Clean Indoor Air Regulation violations and/or written notices by LESSOR. To access the Regulation in full text, visit website www.eWashtenaw.org.
- 44. **TERMINATION 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.
- 45. **GUESTS AND OVERNIGHT STAYS.** You are allowed to use the Apartment and your Bedroom for your sole personal use, and may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement and may not be given keys to the Apartment or Bedroom at any time. You must be present in the Apartment and/or Bedroom any time that you have guests and may not leave them unattended in the Apartment and/or Bedroom. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests may stay overnight in your Bedroom for a total of five (5) nights per month, and for only three (3) consecutive nights each month. The maximum number of nights is a month-long collective number for all guests. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion. The guest providing a lease agreement for a different Apartment and/or Bedroom at our Community or at another facility will not be grounds to dismiss any lease violations or fines. Guests may not be given access keys at any time and must be escorted by a resident when inside access-controlled areas of the Community.

By execution of this lease, resident acknowledges receipt of "Rights and Duties of Tenants", a booklet provided by the City of Ann Arbor.

"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 tenant's union lawyer for their opinions."

This 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 outline above is required by City charter.



Resident: _____ Owner/Agent: _____



YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **The Courtyards**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date

THE COURTYARDS RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of tenants in **The Courtyards**, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

- First:** If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.
- Second:** If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.
- Third:** If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:

First: A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

Second: Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.

Service animals and companion animals are permitted to accommodate those with disabilities as required by law. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are



prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.

11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
12. Visitor and Resident Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Any vehicle/motorcycle parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Visitor Parking Passes are available on a first come, first serve basis. Passes are valid for a 24 hour period, any pass not returned within 24 hours will be assessed a per day late fee. Renewing of passes is not allowed. Passes cannot be checked out after office hours. Charges of **\$50.00** will apply for each lost or not returned pass and/or garage access key. It is the responsibility of the resident to inform all guests of parking policies.
14. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$25.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs.
15. You must comply with posted Rules and Regulations.
16. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
17. **No gathering, unless sponsored by us, may exceed 10 persons. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.**
18. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
 1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
 2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
 3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
 4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
 5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others.

19. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal



Resident: _____ Owner/Agent: _____

periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than **\$100,000.00** per occurrence ("Insurance Requirement"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings - it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other tenants at the Community a program (the "Program") providing tenants with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through **Multifamily Insurance Partners LLC**. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. If you arrange your own personal liability insurance from a company other than **Multifamily Insurance Partners LLC**, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

- A.** From **Multifamily Insurance Partners LLC** through the Program. If you elect to purchase personal liability insurance (or renters insurance) from **Multifamily Insurance Partners LLC**, **Multifamily Insurance Partners LLC** will provide us with the required proof of insurance. (You may access this Program at www.StudentInsurancePolicy.com or by calling **866-341-1314**.)

OR

- B.** From another insurance company of your choosing, in which case you must:
- (1)** Obtain and maintain a policy of **\$100,000.00** personal liability insurance
 - (2)** Have your insurance policy designate Owner and Manager as an "interested party"
 - (3)** Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

- 20.** Guests are permitted but may not stay in the community for more than five (5) consecutive days or twelve (12) days out of a month without prior written consent from a Manager. If a guest violates a rule or regulation they may be asked to leave the community immediately.

- 21. TANNING DEVICE AND RELEASE.** Use of the facility by you is subject to the following:

- Your failure to wear eye protection may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain; (i) foods; (ii) cosmetics; or (iii) medications, including but not limited to; tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult your physician before using a tanning device.

- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

I acknowledge that I have read and that I understand the foregoing warning, on behalf of myself and my family and heirs. I assume the risk for any injury (including death) or accident which relates to the use or misuse of the tanning device. I waive, release, and hold harmless the owner and manager of the apartment community where the tanning device is located (as they are identified in the lease) as well as their partners, officers, employees, contractors and agents. From actions, claims, costs, damages, demands, expenses, and losses arising out of or related to the tanning device itself and/or my use or misuse of the tanning device including without limitation, the negligent acts of omissions of the foregoing released party.



Resident: _____ Owner/Agent: _____



RESIDENT HANDBOOK ACKNOWLEDGEMENT

I _____, resident in **apt #** _____ agree to download and read The Courtyards Resident Handbook by the start of your lease (_____).

The handbook is available at www.courtyardsapts.com. Click on **Future Residents > Find Resources > Important Community Information > Resident Handbook**.

As a resident of The Courtyards, you understand it is your responsibility to become familiar with rules and polices and to abide by such according to the lease agreement.

OWNER: **The Courtyards**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident) _____ Date (Owner/Agent) _____ Date



RESIDENT PARKING AGREEMENT

EFFECTIVE DATE . . .

EXPIRATION DATE . . .

NAME . . .

PERMIT NUMBER

I understand that my signature below indicates that I will receive my permit upon payment and agree to the rules and regulations associated with the parking permit.

NON LIABILITY: **LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO TENANT’S MOTOR VEHICLE OR ITS CONTENTS.** I understand this means The Courtyards does not guarantee risk-free parking and cannot and will not accept responsibility if loss, theft, or damage occurs. (I agree not to leave valuables in my vehicle and agree to lock my vehicle at all times while parked at The Courtyards)

PARKING PERMITS: Parking permits will be distributed to all residents who have applied for, signed for and paid for parking. Parking is by permit only, and therefore any vehicle without a permit is subject to being towed from the parking garage/lot at the vehicle owner’s expense.

When you receive your permit, please be sure to permanently affix the permit to the back driver’s side window of your vehicle. Do not obscure the permit in anyway. I agree and understand that it is my responsibility to **permanently** attach the permit to the inside lower back corner, driver side, of my vehicle’s window. If windows are heavily tinted, the permit shall be secured to the lower corner of the driver’s side front window.

I agree and understand that if I lose my parking permit or if it is stolen, I will be charged a **\$50.00** replacement fee and an additional **\$50.00** if I lose the garage gate card. I understand that any attempt to reproduce my permit is unlawful and a violation of my lease agreement. I agree and understand that my permit is valid only for the vehicle listed on the parking application and is not transferable to any other person or vehicle.

PARKING GARAGE HEIGHT RESTRICTIONS: The parking garage is limited to vehicles 8’0” high or shorter. Unfortunately, we cannot make special accommodations for vehicles over 8’0”. If your vehicle cannot meet these requirements, you will have to cancel your parking agreement (you will receive a full refund).

PARKING SPACES: There are no assigned spaces in the parking garage. You are allowed to park in any NON-RESERVED parking space that is available in the parking garage. ALL outdoor parking is open parking in the spots that are designated as permanent resident parking. Please be careful to park between the yellow lines so as not to encroach on adjacent spaces or occupy more than one space at a time. Please do not park in any space marked RESERVED or in any marked fire lanes. Any vehicle parked outside the yellow lines, double parked, parked in fire lanes, or parked in reserved spaces may be towed at the vehicle owner’s expense.

HANDICAP PARKING: If you have a valid handicap placard, please register your placard with the business office to receive a handicap parking space. Any fraudulent handicap placards or disregard for handicap spaces may be reported to the Police Department.

VISITOR PARKING: Visitor parking spaces are limited and passes must be obtained from the leasing office immediately. All passes must be returned within 24 hours from the day and time of check-out. Otherwise, you run the risk of being towed at the vehicle owners’ expense. The business office will issue a temporary visitor parking pass, which must be hung from the rearview mirror. Please recall that your parking permit is valid for any outdoor spot designated as visitor parking, or any garage space if checked out a garage visitor pass.



Resident: _____ Owner/Agent: _____



The Courtyards

GETTING A NEW VEHICLE: If you purchase a new vehicle, you must notify the business office and register the vehicle to receive a new parking permit. **IMPORTANT: YOU MUST RETURN YOUR OLD PARKING PERMIT EVEN IF THE OLD PARKING PERMIT HAS BEEN TORN OR DAMAGED.**

TEMPORARY VEHICLES: Occasionally the situation may arise when you will be using another vehicle(s) temporarily. In this situation, please notify the business office that you will be driving a vehicle temporarily. They will register the vehicle and provide you with a temporary parking permit. **The business office may ask to see the vehicle registration.**

SHARING PARKING SPACES: Sharing parking is not allowed. Each vehicle must have its own parking permit permanently affixed to the window. Any vehicle found to be parking without a valid parking permit will be towed at the vehicle owner's expense.

PARKING GARAGE SAFETY: The speed limit is 5 mph on the property. Please do not speed as there will be many people walking to their vehicles or backing out of parking spaces. If caught speeding, your parking permit may be revoked. Also, be extra careful when driving around a turn. Although we routinely check to make sure all parking lights are functioning, if you happen to find a burned out light, please notify the business office.

MOTORCYCLES: At The Courtyards, motorcycles, mopeds, or any other motorized vehicle must park in designated areas only. They may not be attached to the buildings, bicycle racks, trees, or any other area on the property. You must obtain and pay for a parking permit as would any other vehicle.

MAINTENANCE OF VEHICLE/USE OF PARKING AREA: I agree and understand that I am not permitted to perform mechanical repairs (e.g. oil changes, car washes) of any kind in any part of the property.

ADDITIONAL PARKING POLICIES: This is not an exhaustive list of parking policies. There are also some parking policies listed in your lease agreement in addition to the temporary/visitor parking addendum. I agree to comply with all posted speed limit and other signs regarding parking on the property. I agree to observe all posted signs and to comply with all additional parking regulations as they may be amended in the future.

ENFORCING PARKING POLICIES: I understand that parking regulations are enforced 24 hours a day. Failure to adhere to any of our parking policies may lead to the revocation of your parking permit.

I agree and understand to observe all of the above stipulations and that failure to adhere to the above will lead to revocation of the parking permit with no refund of any portion of the parking fee.

OWNER: **The Courtyards**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date



RESIDENT PARKING APPLICATION

Please complete the information below and return it to purchase a parking decal and/or permit tag for both Fall and Winter Semesters **(2016/2017)**. All checks should be made payable to The Courtyards and returned to the business office.

- **PARKING IS LIMITED.** A signed Courtyards lease is required to purchase a decal.
- **RETURNING RESIDENTS** will receive priority for parking until December 31, **2016**. After that date, ALL applications will be processed on a first come, first served basis.
- **NEW RESIDENTS** Applications for parking received before December 31, **2016** will be placed on a waitlist and processed after the deadline for returning residents.
- All residents must show a valid picture ID and VEHICLE REGISTRATION/proof of ownership prior to receiving a decal on move-in day. To save time, a photocopy of the registration may be enclosed with the application.
- All residents will be required to sign an agreement agreeing to abide by all parking regulations including those posted in the parking lots.
- All decals are non-replaceable, residents may not purchase another decal if original is lost and/or stolen.
- Decals must be affixed to the inside back window (lower driver side) on the day you receive your permit.

=====PLEASE DETACH AND KEEP TOP HALF FOR YOUR RECORDS=====

Last Name:		First Name:		Middle Initial	Date of Application:	
Home Address:						
Parking Space Requested:						
<input type="checkbox"/> \$90.00 outdoor uncovered			<input type="checkbox"/> \$110.00 north garage			
Year:	Make:	Model:	Color:	License Plate Number:	State:	
Handicapped Parking:						
<input type="checkbox"/> I will require a handicapped parking space.						

I certify that the vehicle described above is owned by me, personally, or by my parents, and will be used exclusively by me at The Courtyards.

OWNER: **The Courtyards**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date

Date received by office: - -

BY:





VISITOR & TEMPORARY PARKING POLICY

NAME: _ _ _ DATE: _ _

I understand that my signature below indicates that I have read and agree to the rules and regulations associated with the visitor & temporary parking policy.

1. ALL parking at The Courtyards is by **PERMIT ONLY** and assigned by the leasing office including visitor parking spaces. ANY AND ALL violations of the policy will be towed at the vehicle owners' expense.
2. All visitor vehicles must be parked in the parking space MARKED AS "VISITOR". **NO EXCEPTIONS.** If your vehicle is not parked in the designated space, you will run the risk of being towed at your expense. Temporary passes and parking spaces are available on a first come, first serve basis. We cannot guarantee the location of the visitor parking space.
3. The visitor parking tag must be hanging in the rearview mirror at all times. Failure to hang tag in the appropriate place could result in your car being towed at your expense.
4. The hang tag must be returned and checked-in to the Leasing Office within 24 hours of check-out time. **Example:** If a visitor parking tag is checked-out at 3pm Wednesday, it **MUST** be returned by 3pm Thursday.
5. You can check a pass out for 1 day with no charge. If the pass is kept for additional days, there will be a **\$5/day** charge. There is no renewing of passes or checking out a new pass without charge.
6. If you have been checked out a garage parking pass, then you must park in the garage. **NO EXCEPTIONS.** Failure to comply with this policy will result in being towed at the owner's expense.
7. **NO** parking passes will be checked out before or after office hours. Please plan ahead or make arrangements when in need of a visitor parking pass.
8. If the temporary parking permit is lost or damaged, you will incur a **\$50.00** fee for tag replacement.
9. Should you need parking on a regular basis, parking spaces are available for purchase at the cost of **\$90.00** or **\$110.00** per month, based on availability. You may place your name on a waitlist if none are available at the time of request.
10. By signing out a temporary parking pass, you are acknowledging the receipt and understanding of all temporary/visiting parking rules and regulations at The Courtyards Student Apartments. It is the responsibility of the resident to inform any and all guests to this policy.

OWNER: **The Courtyards**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date

EDR MANAGEMENT INC. LEASE CONCESSION ADDENDUM

This addendum to the Lease dated _____ between _____ known as lessee, and **The Courtyards**, known as Lessor, shall be incorporated in and made apart of the aforesaid Lease. It is agreed between the Parties hereto that the Lessor agrees to give the Lessee a concession of \$_____ per installment. This will reduce the Lessee's installment payment from \$_____ per installment to \$_____ for these installment/s due.

The total amount of the concession covered by this Lease addendum is \$_____. If the Lease is terminated prior to the Lease expiration date agreed upon in the Lease Agreement, the total amount of the concession must be repaid at the time of lease termination. **Furthermore, if the rental payment for any of the concession installments, cited above, is paid after the due date (late payment of rent), the said concession shall be forfeited for that installment, and the Lessee shall pay to the Lessor the scheduled installment of \$_____.**

(Resident)

Date

(Owner/Agent)

Date