

STUDENT HOUSING LEASE CONTRACT

This is a binding document. Read carefully before signing.

General Lease Provisions

1. PARTIES. This Lease Contract ("Lease") is between you, the resident:

\_\_\_\_\_  
and us, the owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name of apartment community or title holder).

2. APARTMENT. You are renting:

Apartment No. \_\_\_\_\_,  
 Bedroom No. \_\_\_\_\_, or  
 Floor Plan \_\_\_\_\_

at \_\_\_\_\_  
\_\_\_\_\_  
(street address) in \_\_\_\_\_  
(city), Michigan, \_\_\_\_\_ (zip code) for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. TERM. The term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). This Lease does not automatically renew.

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the termination date (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, and unless prohibited by law, then (1) holdover rent is due in advance and may become delinquent without notice or demand; (2) rent for the

holdover period will be increased by 50% over the rental rate set forth in the Lease or any extension, without notice; and (3) you'll be liable to us for all damages we incur as a result of our not being able to lease the bedroom to a new resident.

4. RENT AND CHARGES. Your rent for the term is \$ \_\_\_\_\_. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under Paragraphs 9 (Early Move-Out; Reletting Charges) and 25 (Default by Resident) apply to acceleration under this paragraph. You must pay your installments on or before the first (1st) day of the month in which they are due. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

4.1. Payments. You will pay your rent:

at the onsite manager's office  
 through our online payment site  
 at \_\_\_\_\_

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. All sums other than rent are due upon our demand.

4.2. Application of Money Received. We may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose.

4.3. Utilities and Services. We'll pay for the following if checked:

gas  water  wastewater  
 electricity  trash/recycling  cable/satellite  
 Internet  stormwater/drainage  government fees  
 other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your lease term.

4.4. **Late Charges.** If you don't pay rent in full by 11:59 p.m. on the \_\_\_\_\_ day of the month, you'll pay a late charge of \$ \_\_\_\_\_.

You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment.

4.5. **Lease Changes.** As permitted by the Truth in Renting Act, we have the right to make the following adjustments to the terms of this Lease Contract upon at least thirty (30) days written notice to you:

- (a) Changes required by federal, state or local law, rule or regulation;
- (b) Changes to the property, including the apartment, which are required to protect the physical health, safety or peaceful enjoyment of the residents, other occupants and guests; **and**
- (c) Changes in the amount of rent to cover additional costs in operating the community which are incurred by us because of increases in ad valorem property taxes, charges for the electricity, heating fuel, water or sanitary sewer services consumed in the community or increases in premiums paid for liability, fire or worker's compensation insurance.

5. **SECURITY DEPOSIT.** Your security deposit is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. Total of all security deposits cannot exceed 1½ times the monthly rental amount.

**NOTICE: Our name and address for receipt of communications under the Security Deposit or Landlord and Tenant's Relationships Act, MCL 554.601, et. seq. is:**

\_\_\_\_\_

The name and address of the financial institution where your deposit will be held is:

\_\_\_\_\_

Or

The name and address of the surety company providing a bond for your deposit is:

\_\_\_\_\_

**NOTICE: You must notify your landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**

5.1. **Refunds and Security Deposit.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* Pursuant to law, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than thirty (30) days after termination of occupancy. You'll be liable for the following charges, if applicable: unpaid rent; rent and other charges due as the result of your premature termination; unpaid utilities; and the actual damages to the apartment that are the direct result of conduct not reasonably expected in the normal course of use.

6. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

6.1. **Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

7. **CARE OF APARTMENT/COMMON AREAS AND DAMAGES.**

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; **and** (D) and any and all other damages caused.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. **INSURANCE.** *We do not maintain insurance to cover your personal property or personal injury.*

8.1. **Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**
- not required to buy renter's insurance.

8.2. **Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance; **or**
- not required to buy liability insurance.

*If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.* Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance - particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you (A) fail to give written move-out notice as required; (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your default; **or** (D) are judicially evicted.

9.1. **Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting



costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

Exception: If you have occupied your apartment for more than thirteen (13) months, you may terminate your tenancy without paying a reletting charge if you give us a sixty (60) day written notice that either (a) you have become eligible to take possession of a subsidized rental apartment in senior citizen housing and provide us with written proof of that eligibility; **or** (b) you become incapable of living independently, as certified by a physician in a notarized statement.

- 9.2. **Release per "MCL 554.601(b)."** A resident who has 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 554.601(b).

## 10. SECURITY AND SAFETY DEVICES.

- 10.1. **Smoke and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors. We may install additional detectors not so required. **We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.**

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.**

- 10.2. **Duty to Report.** You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable the smoke detectors nor the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

11. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date we notify you that the apartment is ready for occupancy, but not later.

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice to you before the date of the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

## Resident Life

12. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. We may make reasonable changes to written rules that are required to protect the physical health, safety, or peaceful enjoyment of residents and guests, effective thirty (30) days after we have given you notice of the changes, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on Page 1 of this Lease Contract.

- 12.1. **Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

- 12.2. **Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; **and**
- (c) recreational activities in common areas.

You will not place or permit to remain upholstered furniture which is not intended or designed for outdoor use on exterior porches, balconies, decks, landings or other areas exposed to weather. You agree to reimburse us for all costs associated with your violation of this paragraph and agree that any such costs may be charged as additional rent.

- 12.3. **Notice of Convictions and Registration.** Where allowed by law, You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. Where allowed by law, You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

- 12.4. **Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

13. **PROHIBITED CONDUCT.** You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community;

- displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven;
- (j) injuring our reputation by making bad faith allegations against us to others;
- (k) smoking of any kind, in accordance with our policies; **or**
- (l) smoking or growing marijuana for any reason, including for medicinal purposes.

We may terminate your tenancy for a violation of this paragraph.

- 14. PARKING.** We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has any condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated "no parking" area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; **or**
- (m) belongs to a resident and is parked in a visitor or retail parking space.

- 15. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under the provisions herein, you won't be released from your tenancy for any reason, unless otherwise provided by law.

- 16. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

- 17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even

if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**18. CONDITION OF THE PREMISES AND ALTERATIONS.**

**18.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition form on or before move-in. Within seven (7) days after move in, you must sign and note on the form all defects or damage and return it to our representative. The form is not a repair request. It is provided so that you can document the condition of the apartment when you moved in for a comparison when you vacate. If you have any maintenance requests upon move in, you must provide those requests separately as explained in Paragraph 19 (Requests, Repairs, and Malfunctions).

**18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**19. REQUESTS, REPAIRS, AND MALFUNCTIONS.**

**19.1. Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.



If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

**19.4. Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

**19.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

**20. ANIMALS.**

**20.1. No Animals Without Consent. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.** If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Unauthorized

animals may be considered a breach of this Lease Contract and we may begin the eviction process if we discover an unauthorized animal in your apartment.

**21. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (b) below may peacefully enter the apartment at reasonable times for the purposes listed in (b) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; **and**
- (b) entry is for: responding to your or any co-resident's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**21.1. Entry by Government Inspectors.** Unless authorized by this Lease Contract, government inspections cannot occur in your apartment without your consent. If authorization is not provided for in this Lease, government inspectors must obtain your consent for every government inspection. Government inspectors cannot use any right we may have to enter your apartment in order to access your apartment for an inspection. The request for permission to inspect your apartment will come from us on behalf of the government inspector. In these instances, we must make a good-faith effort to obtain your consent for the inspection. If you provide consent, whether it is authorized in this Lease Contract or if you respond to our individual requests, we will arrange the inspection with the inspector. By marking the appropriate box below, you either do or do not consent to government inspections. Consent from one resident is consent from all residents.

Resident  consents  does not consent to government inspections.

Resident Initials \_\_\_\_\_

Owner Acknowledgment \_\_\_\_\_

**22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

**22.1. Electronic Notice.** If you want to receive notices from us by email during your Tenancy, you must provide an e-mail address to us so that we are able to send you notices.

Resident Name: \_\_\_\_\_

Resident's e-mail address: \_\_\_\_\_

This is effective once we are able to send you a test e-mail to that address and you reply back to us. If you ever cancel the e-mail address you provided, you must inform us in writing that you no longer use that address so that we will stop sending you notices to that e-mail address. If you change e-mail addresses, you must inform us in writing of that new address. If you do not inform us in writing of either of the two changes in your e-mail address, it is presumed that your e-mail address is valid and effective.

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS. Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.**

**23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;
- (b) execute a new lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ \_\_\_\_\_ in advance if you are moving from one apartment to another or \$ \_\_\_\_\_ in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

**23.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your

having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

**23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reletting charge *will not* be due;
- (b) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; **and**
- (c) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

If we approve a replacement resident, then, at our option, that resident must sign a new lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new lease contract is signed.

**23.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

## Owner's Rights and Remedies

**24. OUR RESPONSIBILITIES.** We'll act with customary diligence to:

- (a) keep common areas fit for the uses intended, subject to Paragraph 18 (Condition of the Premises and Alterations);
- (b) maintain provided appliances, fixtures, hot water, heating, and air-conditioning equipment;
- (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
- (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.

**25. DEFAULT BY RESIDENT.**

**25.1. Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; (G) smoking or growing marijuana, including for a medicinal purpose, anywhere on our property; (H) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; **or** (I) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

**25.2. Eviction.** If you default we may end your right of occupancy by giving you notice as required by law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

If a formal police complaint or report has been filed alleging that you have unlawfully manufactured,

delivered, possessed with intent to deliver or possess a controlled substance in the apartment, your tenancy may be terminated as provided by law, following service of a twenty-four (24) hour written demand for possession. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment.

**25.3. Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent (A) you move; **and** (B) you've not paid all rent for the entire Lease Contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below. You may not be liable for the total accelerated amount because of our obligation to minimize damage. You or we may have a court determine the actual amount owed, if any.

**25.4. Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 34 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent. All unpaid amounts bear 7% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within thirty (30) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**25.5. Mitigation of Damages.** If you move out early, you'll be subject to Paragraph 9 (Early Move-Out; Reletting Charge) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**25.6. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.



**26. OTHER IMPORTANT PROVISIONS.**

**26.1. Representatives' Authority; Waivers; Notice.**

*Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Electronic or fax signatures are binding. All notices must be signed.

**26.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements.

**26.3. Miscellaneous.**

- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
- (b) Insurance subrogation is waived by all parties.
- (c) All remedies are cumulative.
- (d) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

- (e) This Lease Contract binds subsequent owners.
- (f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (g) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- (h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (i) All Lease Contract obligations must be performed in the county where the apartment is located.
- (j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- (k) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (l) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

**26.4. Rooming House.** In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**26.5. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, states of emergencies or pandemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**End of the Lease**

**27. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Paragraphs 9 (Early Move-Out; Reletting Charge) and 25 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom and apartment before the thirty (30) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**27.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you may be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**27.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection, if we choose to perform one. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**28. SURRENDER, AND ABANDONMENT.**

You have **surrendered** the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) all bedroom and

apartment keys and access devices listed herein have been turned in where rent is paid—which ever date occurs first.

You have **abandoned** the bedroom and the apartment when all of the following have occurred (A) everyone appears to have moved out in our reasonable judgment; (B) food, clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) you've been in default for non-payment of rent for five (5) consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated; **and** (D) you've not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned.

**28.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations.

**28.2. Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove and/or store all property remaining in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment. You may provide information for a person for us to contact on your behalf in case of your death.

**28.3. Storage.** We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the bedroom and apartment. We're not liable for casualty loss, damage, or theft. You must pay reasonable charges for our packing, removing, storing, and selling any property.

General Provisions and Signatures

- 29. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.
30. ASSOCIATION MEMBERSHIP. We represent that either: (A) we or; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.
31. CANCELLATION. If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.
32. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under the Truth-In-Renting Act or any other applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
33. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This Lease Contract and its addenda are together the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.
34. SPECIAL PROVISIONS. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

Resident (sign below)

Date Signed

Owner or Owner's Representative (signing on behalf of owner)

Date Signed

Address and phone number of Owner's Representative for notice purposes

Name and address of locator service (if applicable)

After-hours phone number

(Always call 911 for police, fire, or medical emergencies.)

SPECIAL PROVISIONS (CONTINUED)

Multiple horizontal lines provided for entering special provisions.





**CITY OF ANN ARBOR, MI HOUSING ADDENDUM  
LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES**

**1. APARTMENT UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_ (street address) in \_\_\_\_\_  
(city), Michigan, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. PURPOSE:** The purpose of this Addendum is to provide Residents with the required text of the Ann Arbor Housing Code Ordinance, as denoted in Ann Arbor City Code, Sec 8:530.

8:530. Lease Agreements and Entry to Show Residential Premises.

- (1) Notice to Tenant Regarding Successive Lease Periods:
- (a) A landlord of residential premises must, for leases that exceed eight months, provide each tenant with the terms and conditions of a successive lease period no later than 180 days before the end of the current lease period;
  - (b) Notice to each tenant must be sent via electronic communications, and either personal delivery or U.S. mail;
  - (c) The notice must specify the date by which the tenant must notify the landlord of the tenant's acceptance of a successive lease, which date shall be no sooner than 150 days before the end of the current lease period;
  - (d) A landlord must provide a second notice if it provides a first notice earlier than 240 days before the end of the current lease period;
- (2) Notice to Landlord Regarding Acceptance of Terms of Successive Lease Periods:
- (a) Notice to the landlord by each tenant must be provided in writing via personal delivery, U.S. mail, or electronic communication;
  - (b) A tenant's acceptance of the terms and conditions for a successive lease period shall be in the form of a signed lease.
- (3) Entry and Leasing of Residential Premises:
- (a) A landlord shall not enter leased residential premises for the purpose of showing the premises to prospective tenants until 150 days before the end of the current lease period;
  - (b) A landlord may not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 150 days before the end of the current lease period.
- (4) Rights and Duties of Tenants Booklet
- (a) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
  - (b) If there is no written lease, the landlord shall provide a copy of this entire Code section, upon which is written the term of the current unwritten lease, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
- (5) This section does not apply under any of the following conditions:
- (a) The entry is for the purpose of subletting;
  - (b) The current lease period is less than 8 months in its entirety;
  - (c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of the premises;
  - (d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.

(6) Enforcement

- (a) A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500 for the first offense, not less than \$500 and up to \$1,000 for each additional or subsequent offense, plus costs and other remedies available by statute;
- (b) A court may issue enforce any judgment, writ, or order necessary to enforce this Section;
- (c) To the extent allowed by law, a tenant who has been aggrieved by a violation of the Section may bring a civil action for appropriate injunctive relief or damages, or both, against the person(s) who acted in violation of this Section.

I acknowledge receipt of a copy of this ordinance.

_____	_____
Tenant Name	Date
_____	_____
Tenant Name	Date
_____	_____
Tenant Name	Date
_____	_____
Tenant Name	Date
_____	_____
Tenant Name	Date

SAMPLE  
NOT A VALID FORM



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 tenants 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.

**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 YOU 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.**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

Date: \_\_\_\_\_  
(when this Addendum is filled out)

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This Addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Michigan, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*Cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** If it is determined that you, your occupants, or guests were the source of the bed bug infestation, you will be obligated to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, all of which shall be construed as additional rent, you will be in default, and we will have the right to terminate your right of occupancy and



exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**9. TRANSFERS.** If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

**NOT A VALID FORM**

## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





1. APARTMENT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_ (street address) in
\_\_\_\_\_ (city), Michigan, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.

Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

5. VIOLATION OF LEASE AGREEMENT.

Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the apartment for any period of

Resident or Residents
(All residents must sign)

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\_\_\_\_\_

time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

6. REMEDY FOR VIOLATION.

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

7. RESIDENT LIABILITY.

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

8. SEVERABILITY.

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

9. SPECIAL PROVISIONS.

The following special provisions control over conflicting provisions of this printed form:

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Owner or Owner's Representative
(Signs below)

\_\_\_\_\_  
Date of Signing Addendum  
\_\_\_\_\_







## THE COURTYARDS VISITOR & TEMPORARY PARKING POLICY

NAME:  
DATE:

I understand that my signature below confirms 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 as assigned by the leasing office including visitor parking spaces. ANY AND ALL violations of the policy may result in the vehicle being towed at the vehicle owners' expense.
2. All visitor vehicles must be parked in the north building parking garage with an office assigned visitor hang tag clearly visible from the rearview mirror. **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, except while driving. 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. There is a **\$5/day** charge for each additional day. There is no renewing of passes or checking out a new pass without charge.
6. **Parking passes are only available during** office hours. Please plan ahead or make arrangements when in need of a visitor parking pass.
7. There is a **\$50.00** fee for the parking pass or gate card replacement.
8. Should you need parking on a regular basis, parking spaces are available for purchase based on availability. You may place your name on a waitlist if none are available at the time of request.
9. 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.
10. This policy can be modified at any time.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date



## Utility Addendum

Utilities and Services. We will furnish the following utilities (through independent third-party providers) if checked:

Gas,  Water,  Sewer,  Garbage Removal,  Electricity.

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

Resident is responsible for a pro-rata share of charges during the term of this Agreement, regardless of actual date of move-in or move-out. No refund or credit will be provided for usage below any applicable allowance levels. At Landlord's option, to the extent permitted by law, Resident may be pre-billed for the estimated amount of charges for any bills anticipated to be received during the final 30 days of the term or after the term of this agreement, calculated based on historical electricity charges for the apartment and pursuant to applicable utility billing laws and regulations. Electricity will be billed by Owner using Conservice, a third-party billing service. In addition to monthly utility charges, an annual fee up to \$75.00 will be charged on the first installment billing to cover the administrative expense of billing Resident for utility charges. Conservice is not a public utility. Owner reserve the right to change the third-party billing provider at any time. Any disputes related to the computation of Resident's bills will be between the Resident and Owner.



**NO SMOKING  
AND  
ILLEGAL DRUGS ZERO TOLERANCE ADDENDUM**

This No-Smoking and Illegal Drugs Zero Tolerance Addendum (collectively, this "Addendum") is made and entered by and between Resident (also sometimes referred to as "you" or "your") and Owner (also sometimes referred to as "us" or "we") identified in the Lease Contract (the "Lease"). In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall govern and control. The defined terms in this Addendum shall be deemed to have the same meaning as the defined terms in the Lease.

1. **SMOKING ANYWHERE INSIDE APARTMENT COMMUNITY BUILDING IS STRICTLY PROHIBITED.** Except as permitted under Section 2 of this Addendum, all forms of smoking inside or outside any apartment, building, balcony, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material default of this Addendum and the Lease. The smoking prohibition extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors, hallways, building common areas, balconies, club house, individual apartment units, exercise or spa facility, basketball courts, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or the surrounding community grounds. Smoking is harmful to the health, safety, and welfare of other residents is also prohibited by this Addendum and other provisions of the Lease inside any apartment or building.
2. **SMOKING OUTSIDE APARTMENT COMMUNITY BUILDINGS.** Smoking is only permitted in specially designated areas, if any, outside the buildings of the apartment community. The smoking permissible areas, if any, are marked by signage. From time to time, Owner may move, eliminate, or modify a permitted smoking area(s). Smoking on balconies, if any, patios, and limited common areas attached to or outside of your apartment is also prohibited.
3. **RESIDENT RESPONSIBLE FOR DAMAGES AND CLEANING.** You are responsible for immediate reimbursement or payment of all costs and damages as determined by Owner at its sole discretion to your apartment, other residents' apartments, or any other portion of the apartment community including but not limited to repair, replacement, cleaning or lost rent due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages Owner incurs related to repairs, replacement, cleaning or lost rent due to your smoking or due to your violation of this Addendum are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke-free apartment community. Payment of such damage(s) does not cure any default.
4. **RESIDENT RESPONSIBLE FOR OWNER'S LOSS OF INCOME AND DAMAGES CAUSED TO OTHER RESIDENTS.** You are responsible for payment of all lost rental income and other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other resident's quiet enjoyment, or adversely affects other resident's or occupant's health, safety, or welfare. Such loss rental includes, but is not limited to, the loss of rental income from another resident(s) over your default of this Addendum as well as Owner's legal fees.
5. **ZERO TOLERANCE OF SMOKING MARIJUANA.** Resident (or Resident's guest/visitor) may not at any time smoke marijuana in or around the apartment community. This is strictly prohibited. If the Owner detects the presence of marijuana a Resident's unit regardless of origination or ownership, such violation is grounds for immediate termination of tenancy. The smell of marijuana in the unit is also strictly prohibited regardless of the source or origination of said odor and is also grounds for immediate termination of tenancy.
6. **ZERO TOLERANCE OF ALL ILLEGAL DRUG ACTIVITY.** Neither the Resident nor Resident's guests may possess, manufacture, or distribute a controlled substance or a counterfeit substance. Drug-related criminal activity includes, but is not limited to: the manufacturing, distribution, sale, possession, storage, possession with intent to manufacture, or dispensing of a controlled substance or a counterfeit substance. Drug-related criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance. Drug-related criminal activity may also include the possession or storage of materials known as "precursors," that is, materials used to manufacture or used in the attempt to manufacture controlled substances. This prohibition does not apply to a prescription pill lawfully prescribed to Resident, in Resident's possession and used by Resident in accordance to said prescription.
7. **LEASE TERMINATION FOR VIOLATION OF THIS ADDENDUM.** Owner has the right to terminate your right of occupancy of the apartment unit for any violation of this Addendum. Violation of the no-smoking provisions or illegal drug activity is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you remain fully liable for rent through the end of the Lease term or the date on which the apartment is re-rented to a new resident, whichever comes first. You are responsible for payment of rent after you vacate the apartment unit even though you are no longer living in the apartment. If the apartment unit is re-rented to a new resident, you remain fully liable for any short fall in rent between your rent amount and the amount paid by the new resident.

8. **RESIDENT LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this Addendum are in addition to and not in lieu of, your responsibility for any other damages or loss under the Lease or any other Addendum.

\_\_\_\_\_  
Owner or Owner's representative

\_\_\_\_\_  
Date

9. **RESIDENT RESPONSIBILITY FOR CONDUCT OF THIRD PARTIES – GUESTS, OCCUPANTS AND FAMILY MEMBERS.** You are responsible for communicating this apartment community's no-smoking policy and zero tolerance for illegal drug activity and for ensuring full compliance with this Addendum by your visitors, family, guests, and invitees regardless of their length of stay.

10. **DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, ignited, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

11. **THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guarantee of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

12. **ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed material default under the Lease.**

This is an important and binding legal document. By signing this Addendum, you are acknowledging that any violation could lead to immediate termination of your rights of possession. If you are a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date



# RENTISTRY

BY Foxen<sup>®</sup>

## **Addendum:**

### ***Rentistry Disclosure and Resident Acknowledgment of Scheduled Enrollment***

By signing below, you acknowledge that you will be enrolled in Rentistry, a rent reporting and credit building solution provided by Foxen, at the time your lease commences, unless you choose to opt out of enrollment as described below.

The Rentistry Services include the secure, accurate, and automatic reporting of your rent payment history to one or more Credit Reporting Bureau(s). To ensure accuracy, Landlord will provide your name, date of birth, and address, along with your rent payment history. As a Rentistry enrollee, you also gain optional access to a Resident Portal where you can view your current credit score; view your credit report once per month; track your credit trends; and access tips and recommendations on ways to improve and leverage your credit score.

Upon enrollment, you will be charged \$ 6.95 per month (the “Fee”), but you may cancel the Services at any time, for any reason. Visit [resident.foxen.com/residentfinder/unenroll](http://resident.foxen.com/residentfinder/unenroll) to opt out of enrollment before your Services begin or after enrollment. Opting out from the Rentistry Services will not impact any rights Landlord has under applicable law to report your rent payments at its discretion.

Your enrollment is subject to the terms and conditions of use on Foxen’s website at [www.foxen.com/terms-and-conditions](http://www.foxen.com/terms-and-conditions) and <http://www.foxen.com/privacy-policy> (the “Terms and Conditions”), which provide more information about how the Services work and how to initiate a dispute if you believe your rent payment history was inaccurately reported. The Services and the Terms and Conditions may be discontinued or modified from time to time in Foxen’s discretion and, for existing enrollees, will be effective thirty (30) days after Foxen posts notice of such changes on the website. The Fee may be modified at your next lease renewal.

Notification to Lease Guarantors: Rental payment reporting is solely for Residents. Guarantors of leases are not included in the Services.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION AND DISCLOSURES ABOUT RENTISTRY, INCLUDING THAT I WILL BE ENROLLED IN THE SERVICES AT THE TIME MY LEASE COMMENCES UNLESS I OPT OUT OF ENROLLMENT AS DESCRIBED ABOVE.

Resident Name (Printed): \_\_\_\_\_ Resident Date of Birth: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Today’s Date: \_\_\_\_\_

*Additional Residents (if applicable):*

Resident Name (Printed): \_\_\_\_\_

Resident Date of Birth: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Resident Name (Printed): \_\_\_\_\_

Resident Date of Birth: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Resident Name (Printed): \_\_\_\_\_

Resident Date of Birth: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_





**APARTMENT AND COMMUNITY RULES, AGREEMENTS AND  
ADDENDA TO LEASE**

**The Courtyards**

**RE: Resident Lease Agreement dated «lease\_generated\_on» (the “Lease”), between «responsible\_applicant\_names» (“Resident”) and «property\_name» (“Owner”) for Unit Common Area and Exclusive Space at Owner’s apartment community generally located at «property\_street\_line1», «property\_city», «property\_county» County, «property\_postal\_code».**

The terms below herein this Apartment and Community Rules Agreement is hereby incorporated and added as part of the Lease. Resident should read the following Apartment and Community Rules Agreement. Terms used in Apartment and Community Rules Agreement shall have the same meaning as defined in the Lease. A single violation of these Apartment and Community Rules Agreement or a violation of fire, health, or criminal laws by Resident or Resident’s guest(s) shall constitute a violation of the Lease; in which case, the Owner shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law. Resident shall sometimes be referred to herein as “I” or “you” or “You.” Owner shall sometimes be referred to herein as “us” or “we” or “We.” Terms used in these Apartment and Community Rules Agreement shall have the same meaning as in the Lease.

**A. APARTMENT AND COMMUNITY RULES AGREEMENT**

The following Apartment and Community Rules (the “Rules”) are added as part of the Lease. Resident should read the following Rules carefully.

**GENERAL RULES FOR RESIDENT:**

1. All blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the community. You cannot use foil or other unsightly materials to cover the windows and you cannot display neon or flashing signs in the windows.
2. Garments, rugs or any other items may not be hung from the windows, patios, balconies, common hallway areas or any other exterior area of the community.
3. You must keep the patios, balconies and common hallway areas which are a part of the apartment clean and uncluttered. You cannot change the structure or appearance of any patio or balcony area. You cannot use patios or balconies for storage purposes and you cannot fence in, wire in, or otherwise enclose the patios or balconies. Furniture made for outdoor use may be used at our discretion.
4. You cannot distribute, post or hang any signs or notices in any portion of the community without our prior approval.
5. You cannot throw objects from patios, balconies or windows.
6. You may not install or allow installation of wiring of any kind within the apartment. Antennas and satellite dishes must comply with rules promulgated by us.
7. Door locks can only be changed with our written approval. Keys to changed locks must be deposited with our representative. A fee in the minimum amount of \$50.00 will be assessed for all lock changes requested while residing in the apartment. Mailbox lock changes may be requested at a fee of \$50.00.
8. No alarm systems, lock/hatch changes, or rekeying is permitted unless we have approved it in writing.
9. You cannot modify the apartment’s ceilings, floors, walls, shelves, or closets.
10. You must be careful not to trigger the overhead sprinkler system in your apartment. A simple depression of the sprinkler head will result in a total draining of water from the system. We will not be responsible for any damages incurred from such situations. You will be responsible for the payment of all damages incurred from activating the system.
11. Halogen light bulbs/lamps must be used with extreme caution. Do not place halogen bulbs near draperies or other flammable materials. You must monitor the use of these bulbs, including the heat level. Owner will not be responsible for any damages incurred from halogen bulbs/lamps.
12. You or your guests may not anywhere in the community use unsupervised candles or kerosene lamps without our prior written approval.
13. 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.
14. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. 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. 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.

**COMMON AREAS:**

1. Bicycles and other personal property cannot be parked or left outside an apartment. You cannot hang your bicycles from the ceiling or wall of the patios or balconies or the interior of the apartment. You may not block stairwells, hallways, or other fire escape routes with bicycles or other items. You may use bicycle racks provide by Owner.

2. For your safety, team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted to be played in the parking areas.
3. Use of the common areas of the community, including but not limited to, the clubhouse, fitness center, game room, study lounge, and computer room is for you and other residents and their guests (no more than two per resident) except in the situation of a resident-hosted function which we have previously approved. You must accompany any guests using these facilities at all times. Everyone using the facilities must comply with the rules which are posted at each area. Any person under the age of 15 must be accompanied by an adult.
4. 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.

**FIRE SAFETY:**

1. Barbecue grills are provided throughout the community for resident use (where applicable). The use of all other grills or hibachis must comply with applicable laws and are prohibited on balconies/patios or decks.
2. You cannot store or repair any gasoline or gas-fueled vehicle, motorcycle, moped, scooter or other similar vehicle in any area of the community or apartment.
3. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.

**AFTER HOUR LOCK-OUTS:**

Contact the Office for after-hours lock-outs. A lock out fee in the minimum amount of \$50.00 will be charged and is due and payable the next business day. Call 911 or any other applicable emergency number in case of fire and other security concerns.

**PARKING AND TOWING:**

1. **Parking.** Resident acknowledges that this Lease does NOT include any right to park in the designated Resident parking area, unless Resident has executed the Parking Addendum with Owner, Resident has paid the monthly Parking Fee as defined in a Parking Addendum, and Resident properly displays a Parking Identification Sticker as set forth in a Parking Addendum. If Resident has executed Parking Addendum with Owner, a copy is attached to this Lease. Resident agrees to comply with the terms and conditions of the Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.

If Owner provides Resident with a sticker or decal, Resident must display the sticker or decal in accordance to the Parking Addendum. If Owner provides Resident with a hanging tag, Resident must hang the tag from rear-view mirror. Resident expressly understands that state law may require removal of rear-view mirror tag when said vehicle is being operated.

Resident must display the parking identification sticker provided by Owner at all times in accordance to the Parking Addendum. Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Premises. Resident must return Resident's vehicle identification sticker with Unit's keys and access devices when Resident moves out.

2. **Parking Rules.** Resident must comply with all parking rules and instructions posted by Owner. Neither Resident nor guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. Resident agrees to remove any unregistered, inoperable, or unauthorized vehicle from the Premises immediately when directed in writing by the Owner.
3. **Violation May Result in Vehicle Being Towed.** To the extent allowed by applicable law, Owner reserves the right to remove, at Resident's expense and without prior notice, such motor vehicles, in the event that: (i) Resident fails to comply with the Owner's written request for removal; (ii) vehicle is illegally parked in a reserved handicapped accessible space; (iii) vehicle is parked in a manner which blocks other vehicles, dumpsters, drives, or walks; (iv) vehicle is illegally parked in a fire safety zone; (v) vehicle is parked on the grass or landscaping; (vi) vehicle is parked in more than one space; (vii) vehicle is a boat, trailer, recreational vehicle or other prohibited vehicle; (viii) vehicle is parked in any other manner which would allow towing pursuant to state statute. Owner is not responsible for any damages to any vehicles incurred while parked on the Premise.
4. **Other Parking Policies and Rules.** The Owner may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles. Owner may remove any illegally parked vehicles and have same towed away in accordance with

state or local laws for any single violation of the Parking Addendum and these Rules. A violation of any single item below constitutes a material violation of the Parking Addendum and these Rules:

- a. 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.
- b. Vehicles may not exceed a speed of fifteen (15) miles per hour.
- c. Improperly parked vehicles are subject to being towed away in accordance with state laws.
- d. Washing vehicles at the Premises is prohibited unless there is an expressly designated area for car washing.
- e. Conducting or performing other mechanical or maintenance work on any vehicle is expressly prohibited.
- f. Commercial vehicles, trailers, campers, mobile homes, recreational vehicles, trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, are prohibited from being at the Premises except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as any vehicle larger than a standard size passenger pick-up or van (e.g., dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (e.g., taxis, mini-buses, limousines, etc.).
- g. A vehicle is prohibited in the Premises if it: has flat tires or other conditions rendering it inoperable; has an expired government issued license or inspection sticker; takes up more than a single parking space; belongs to a resident who has moved out of his or her apartment or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or designated "no parking area"; or is parked in a space marked for or assigned to other resident(s), visitor, or unit.

**WARNING: RESIDENT'S VEHICLE MAY BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE OWNER'S PARKING POLICIES AND RULES SET FORTH IN THE PARKING ADDENDUM OR THIS THE APARTMENT AND COMMUNITY RULES, AGREEMENTS AND ADDENDA TO LEASE. OWNER IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY VEHICLES TOWED FROM THE PREMISES.**

**SERVICE REQUESTS:**

We offer 24-hour response to emergency service (non-security) requests. Call 911 or any other applicable emergency number in case of fire and any other security concerns. "Emergencies" are any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call the Office and follow the prompts. For normal service requests, please call during normal Office hours.

**UTILITIES:**

1. Unless we instruct you otherwise, during freezing weather, keep the apartment heated to at least 50 degrees Fahrenheit. You are liable for damage to your property and other's property if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of this requirements.
2. All utilities may be used only for normal household purposes and must not be wasted.
3. We will not be liable for any interruption, surge or failure of utility service to the apartment or any damage directly or indirectly caused by the interruption, surge or failure not caused by us.

**FITNESS CENTER POLICIES:**

1. Persons using the Fitness Center do so at their own risk. We assume no responsibility for accident or injury.
2. If you believe any equipment is malfunctioning, stop using the equipment and notify the office immediately.
3. Persons under the age of 15 must have adult supervision.
4. Hard sole shoes are forbidden.
5. No food allowed.
6. Glass containers are prohibited.
7. Headphones are required for audio devices.
8. Guests must be accompanied by a resident. No more than 2 guests per resident.
9. Any person, who is in our sole judgment, under the influence of alcohol or other drugs, may be excluded from the fitness center.
10. We are not responsible for items which are lost, damaged or stolen.
11. No Smoking.
12. We reserve the right to restrict the use of this facility.
13. Do not use equipment if you are taking any medication that causes drowsiness or otherwise affects your ability to safely use the equipment.
14. Use the equipment only in the manner intended by the manufacturer. **Improper use of equipment may cause serious injury or death.**



### **GAME ROOM POLICIES:**

1. Guests must be accompanied by a resident. No more than two (2) guests per resident.
2. No fighting, dangerous conduct, or noise which disturbs others.
3. No glass containers.
4. Do not leave personal items in this area. We are not responsible for any lost, stolen or damaged items.
5. Use the equipment only in the manner intended by manufacturer. Please handle the equipment with care.
6. Do not remove or damage equipment and supplies.
7. No Smoking.
8. We reserve the right to restrict the use of this facility.

### **STUDY ROOM POLICIES:**

1. This facility is provided for residents only.
2. Please show consideration to other residents waiting to use equipment.
3. Use the equipment only in the manner intended by the manufacturer. Please handle the equipment with care.
4. Do not remove or damage equipment and supplies.
5. Do not leave personal items in this facility. We are not responsible for any lost, stolen or damaged items.
6. No Smoking.
7. No food or drinks close to equipment. No glass containers.
8. We reserve the right to restrict the use of this facility.

### **MISCELLANEOUS:**

1. Common area amenities are provided as a courtesy and access to these items may be altered or eliminated by Owner at any time without any adjustment to the rent that is owed by Resident.
2. Neither you nor your guests can make or permit any loud, disturbing, or objectionable noises. Musical instruments, radios, CD players, television sets, amplifiers and other instruments or devices cannot be used or played in such a manner as may constitute a nuisance or disturb other residents. We have the right, in the event of violations of these or any other rules, to assess a fee to be paid by you in an amount up to \$100 per violation. A violation is also a breach of the lease.
3. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
4. Any general noise disturbances, (i.e., noise from music, parties, machinery, etc.) should be reported to the Office (during business hours) or the after-hours on-call service. The on-call representative will contact the appropriate management personnel to handle the disturbance.
5. We have the right to exclude guests or others who, in our sole judgment, have been in violation of the law, violation of the Lease or any rules or policies of the community, or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.
6. THE FEE FOR REPLACEMENT KEY FOBS, KEYS, GARGAGE ACCESS CARDS, AND PARKING DECALS IS A MINIMUM OF \$50.00.

### **VIOLATIONS:**

A violation of these rules shall constitute a violation of the Lease and shall entitle us to pursue any rights or remedies pursuant to the Lease and applicable law including seeking possession of the apartment. Additionally, we shall have the right, in the event of violations, to assess a fee for each violation. In the event you are assessed a fee and you do not pay the fee within ten (10) days of being notified, all monies paid by you for rent or otherwise shall be applied to non-rent items first and then to rent due and owing. If you fail to pay all amounts due, you will be delinquent in the payment of rent; in which case, we shall be entitled to pursue its rights and remedies under the Lease as if you failed to pay rent.

### **MODIFICATION OF REQUIREMENTS:**

You and your guests are required to comply with all of the requirements set forth. We have the right to change them from time to time as we deem necessary. Any changes to these will be effective and a part of the Lease once they have been delivered to you or posted in a public area of the community used for such purposes. You are responsible for your guest's compliance. We will use reasonable efforts to get all residents and other persons to comply, but we will not be responsible to you if we fail to cause any person's compliance.

## B. FURNITURE AGREEMENT

THE UNIT IS FULLY FURNISHED.

1. **Furniture provided in the apartment.** You acknowledge that furniture (collectively the "Furniture") has been provided by us to you for your use in the apartment. Typical furniture packages may contain any or all of the following in the Exclusive Space (i.e., bedroom) and the Unit Common Area:

### Common Area

Sofa or Love Seat  
Chair  
Entertainment Stand  
End Table  
Coffee Table  
Bar Stools

### Bedroom

Mattress  
Mattress frame support (1 & 2 Bedrooms)  
Bedframe  
Night Stand/Filing Cabinet  
Dresser  
Chair  
Desk

**YOU SHALL EXAMINE ALL FURNITURE LISTED ABOVE AND NOTIFY US IN WRITING OF ANY DEFECTS IN THE FURNITURE WITHIN 7 DAYS AFTER YOU MOVE IN. IF YOU FAIL TO NOTIFY US OF ANY DEFECTS IN THE FURNITURE WITHIN SUCH 7 DAY PERIOD, ALL FURNITURE SHALL BE DEEMED TO BE IN GOOD CONDITION.**

2. **Disclaimer of Warranties and Representations.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO ANY FURNITURE, FURNISHING, EQUIPMENT OR APPLIANCES, IF ANY, IDENTIFIED HEREIN OR OTHERWISE IN THE APARTMENT OR THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.
3. **Maintenance of Furniture.** You shall maintain the Furniture in a clean condition; reasonable wear and tear excepted and shall not remove any items of Furniture from the apartment during the term of the Lease. All items of Furniture shall be kept in the apartment and returned to us when you vacate the apartment at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner. When you vacate the apartment, all Furniture shall be returned to the location in the apartment and in the Unit that such Furniture were in as of the move-in date. You shall be responsible for any damages incurred by us with respect to use or condition of any Furniture in the apartment owned by us.
4. **Default.** In the event the Furniture are not maintained, are damaged or are otherwise not returned to us at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner, in a condition satisfactory to us, you shall pay to us, upon demand, the cost to repair or replace, as determined by us, the Furniture. We shall have the right to deduct any amounts owed hereunder from the security deposit paid by you under the Lease. In addition to the foregoing, in the event of any default under this Agreement, we shall have the right to pursue any and all rights or remedies under the Lease or applicable law as if you defaulted under the Lease.

## C. GARAGE ACCESS GATE ADDENDUM

This GARAGE Access Gate Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease

### 1. **Rules in using vehicle gates**

Always approach entry and exit gates with caution and at a very slow rate of speed.

- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- Do not operate the gate if there are people nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

2. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, locks or related equipment.

- 3. Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

#### **D. SECURITY ADDENDUM**

This Security Addendum (this "Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease. In consideration of the mutual promises contained herein and, in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- 1. Resident's Responsibility for Security.** No matter what steps Owner takes with respect to security issues, it is absolutely imperative that Resident realize that there is nothing Owner can do to prevent crime from occurring. Unfortunately, crime appears to be a fact of life. There is no guarantee that any effort by Owner will in any way increase Resident's personal security or the safety of Resident's family or guests or Resident's belongings. Resident should not rely upon any measures Owner takes for Resident's personal security or the safety of Resident's family or guests. Owner cannot assume responsibility for the criminal action of third parties. Owner's employees and representatives are not trained police officers and like Resident, will rely on the police for security matters and to enforce laws. The only way that Resident can effectively avert the impact which the criminal element of our society has upon Resident and Resident's guests is to use common sense and take precautions with respect to security issues. It is essential that Resident realize that Resident and the local law enforcement agencies are responsible for Resident's security and the security of all guests.
- 2. Door Locks and Window Latches.** Owner will comply with the requirements of state law with respect to providing door locks and window latches to units at the property. Owner will change locks as required by applicable law. All lock change requests must be made in writing. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by applicable law. Although Owner will not require Resident to pay for a repair or replacement of a security device due to normal wear and tear, Owner reserves the right to require Resident to pay for repair or replacement of a security device if the repair or replacement is necessitated by misuse or damage by Resident, an occupant of Resident's exclusive space, shared common area in the unit or a guest.
- 3. Limited Access.** In the event the community has limited access gates or building entry doors, while Owner certainly hopes that these access gates and doors will be used by persons as they are intended, Resident recognizes that the access gates and doors will not prevent unauthorized persons from coming onto the property. The access gates and doors are mechanical devices that can be rendered inoperative or malfunction at any time, are only designed for the purpose of assisting to control access in and out of our community and are not designed or operated in a manner so as to provide personal security for residents~ occupants or guests. Additionally, there is the possibility that someone will walk through the gates or doors unnoticed and without proper authority. There is also no way to stop someone who enters the property in an authorized fashion but then proceeds to an alternate destination to perform a criminal act. If Resident sees strangers in or around the property, please contact the police immediately.
- 4. Cameras on the Property.** In the event that cameras have been placed in "the amenity areas or clubhouse, please understand that these cameras are not manned on a 24-hour basis and are designed only to serve as additional eyes for the Owner of the property. This feature is not designed to provide personal security services for anyone; the cameras should not be relied upon to provide protection. In the event that you have a problem of a security nature anywhere on the property including those areas at which a camera is located, the police should be contacted.
- 5. Suggestions Regarding Security Issues.** Resident should always be as cautious as possible with respect to Resident's property and Resident's surroundings. Here are a few tips which Owner would suggest that Resident (referred to as "you" or "your" below) follow:
  - Review the Lease and other documents governing your occupancy of the exclusive areas and shared common space; know your responsibilities regarding security issues.



- Always contact the local law enforcement agency whenever you are in need of security services. Do not contact the answering service, the management office or any courtesy officers for this can only delay the response time.
- Keep the telephone number of the local law enforcement agency in a readily accessible place; call "911" or other applicable emergency number in the event of an emergency.
- Get to know your neighbors. Be able to recognize whether there are strangers in your area of the property.
- Contact the local law enforcement agency if you see that a neighbor's security is threatened; request that they do the same for you.
- Always lock your apartment door whenever you leave the apartment even if only gone momentarily.
- Always lock your car door whenever the car is left unattended in the parking garage or in the parking lot.
- If you have occasion to walk around the property at night, try to refrain from walking alone.

Be sure that you have a sufficient amount of insurance on your own person, your personal belongings, and the personal belongings of your guests.

Be aware of criminal activities in the area. If you have questions about crime in the area, contact the local law enforcement. The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident

## **E. INTERNET ACCESS SERVICE AGREEMENT AND RULES FOR ACCEPTABLE USE**

### **Introduction.**

Please read these Rules for Acceptable Use ("Rules") carefully. Together with the Internet Access Service Agreement ("Agreement"), they govern your use of the Internet access and other information, communication and transaction services (collectively called the "Service") provided to you by Owner. These Rules and the Agreement supersede all prior communications and agreements with regard to their subject matter.

Failing to comply with these requirements, or interfering with any other person's use and enjoyment of the Service or any other online service, shall constitute a violation of your Resident Lease Agreement (the "Lease"); in which event, Owner shall be entitled to pursue all rights and remedies under the Lease or applicable law. Additionally, a violation may result in termination of your access.

1. **Access to the Service.** You acknowledge that the rent you pay pursuant to your lease includes the Service.
2. **Service.** You agree to accept the terms of the Agreement whether or not you use the Service or sign this Agreement.
3. **Your Obligations.** You agree in using the Service to comply with this Agreement. You acknowledge that the Service is provided only for personal use by you and not for corporate, commercial or excessive use or for use by organizations or other groups of users.

You agree that Owner may establish general practices and limits concerning use of the Service and the maximum duration for which a user may access the Service in a given period of time.

4. **Content.** You acknowledge that information; communications, photographs, video, graphics, software, music, sounds and other materials may be accessible to you through your use of the Service. You acknowledge that, as a matter of policy, Owner does not pre-screen such materials. You further acknowledge, however, that Owner does not have the capability to monitor, review, restrict, edit, or remove materials made available by third parties on the Internet, and you agree that you must evaluate, and bear all risks associated with, the use of any materials, including any reliance on the accuracy, completeness, or usefulness of such materials. The fact that Owner provides a link to a particular Web page is not an indication that we endorse that site's policies or the content or products available from that particular site.

You acknowledge that materials available through the Service may be protected by copyright, trademarks, and other intellectual property rights. You agree that your use of such materials is governed by all applicable laws and regulations, and by any further restrictions placed on such materials by their owners or licensors.

5. **Service Availability.** Owner will use commercially reasonable efforts to maintain the Service so that the Service is reasonably available for access on a 24 hours per day, 7 days a week basis. However, you acknowledge that Owner will need to make the Service unavailable from time to time in order to accomplish normal system maintenance and implementation of software enhancements, and that such maintenance services may diminish the overall performance of the Service. You also acknowledge that hardware or software operational or performance problems that diminish or render unavailable the Service will occur from time to time. In the event of any failure by Owner to maintain the Service on a 24 hours per day, 7 days a week basis, your sole and exclusive remedy shall be to terminate this Agreement by ceasing all

use of the Service. Under no circumstances shall Owner be liable to you for damages resulting from interruption or unavailability of Service.

6. 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.
7. **Limitation of Services.** The use of one or more of the following services is hereby limited. You will be able to use one or more of the services listed below. However, Owner has limited the extent of the Service available to these services. Therefore, the availability of these services or the amount of bandwidth available for these services will be significantly decreased than if Owner had not limited these services:
  - Voice over IP or any other service that allows making telephone calls, local, long distance or international utilizing the Internet ("telephony services");
  - Internet based games of any kind;
  - Video conferencing;
  - Any other activity or use now available or hereafter developed that consumes large amounts of bandwidth; and, in Owner's determination, unreasonably increases network latency.

Owner, nor its management, will not supply an email server. Residents must use their university email, Yahoo mail, Hotmail, Gmail or other commercial email.

#### 8. **General Rules Regarding Connection**

The following Rules apply to your connection to the Service:

- You agree that your access may not be used to maintain a persistent and continuous connection to the Internet, and you may not engage in any practice (such as automated and/or persistent checking of the host server) or use any software or in an effort to maintain a persistent and continuous connection;
- You agree that Owner may terminate your connection after a period of inactivity and/or if necessary, each as determined in Owner's sole discretion, to restore or maintain general availability of access to the Service by, and/or appropriate allocation of resources among, Owner's users.
- You may not create "simultaneous sessions" (defined as the use of a single access on the Service by two or more computers using a switch or other multi-homing devices).

#### 9. **Resale.**

You may not resell the Service or any part of the Service.

#### 10. **Impersonation or Header Forgery.**

You may not attempt to send e-mail or post articles to newsgroups, mailing lists or other forums using a name and address of someone other than himself/herself. Attempting to impersonate any person, using forged headers or other forged identifying or transmission path information or knowingly permitting another person to falsely identify your account as the origin of such transmission is prohibited and cause for immediate termination.

#### 11. **Password Solicitation and Other Security Attacks.**

Use of the Service to compromise the security or damage the resources of any other Internet user or site is strictly prohibited. Use or distribution of tools designed for compromising security is prohibited. The Service may not be used to transmit or receive replies to password solicitations.

#### 12. **Viruses.**

The Service may not be used to transmit or post any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

#### 13. **Infringement.**

You agree to post, upload or transmit on or through the Service only material that is not subject to any third-party rights or material for which you have obtained from the Owner of the rights in such material the express authorization to distribute the material on or through the Service. Any violation may result in civil or criminal liability.

#### 14. **Illegal Activity**

Internet access provided to Owner's users may be used for lawful purposes only, and use of the Owner service for the transmission or storage of any information, data or material in violation of any federal or state regulation or law is strictly prohibited. Notification of claimed copyright infringement or any other illegal activity should be sent to: Internet Service – The Dinerstein Companies – 3411 Richmond Ave. Suite 200, Houston, TX 77046.

## 15. E-mail

- **Unsolicited Commercial E-mail.** Access may not be used to send unsolicited advertisements for goods or services of any kind, free or for profit. Furthermore, access may not be used as a “drop box” or repository for responses to an unsolicited advertisement (including, but not limited to, inquiries, complaints, unsubscribe replies or bounced messages).
- **Mass Mailings.** You may not use the Service to disseminate any e-mail message in a broad-based mailing. Whether a given mailing constitutes a “mass mailing” is determined by Owner in its sole discretion, based on criteria which may include the size of the message being sent and the number of recipients. Sending chain letters through the Service is prohibited. Using your access to participate in a pyramid scheme is prohibited. Pyramid schemes are illegal operations in which an e-mail recipient is encouraged to send money to a list of several people, replace one name on the list with his/her own, and forward the e-mail in bulk to others.
- **Threats.** You may not use the Service to transmit any harmful, threatening, abusive, harassing, defamatory, hateful or other offensive material. For everyone's safety and comfort, Owner is obligated to take threats seriously. If you make a threat, your access may be terminated even if you were joking or did not intend to follow through on the stated threat.
- **Spamming.** The use of your access to spam is prohibited. Spamming is defined as sending numerous and/or unusually large files or messages to one or more recipients with malicious intent.
- **Harassment.** E-mail harassment is prohibited. Harassment is defined as sending unsolicited messages which interfere with other's enjoyment of the Internet. A message does not need to be overtly threatening or have obscene content to qualify as harassment. Unlike threatening messages, harassing mail can sometimes be the unintended result of mail repeatedly sent to a misspelled or otherwise incorrect address, a poorly maintained mailing list or indiscriminate use of the “reply to all” function. You can avoid unintentionally harassing other Internet users by:
  - Making sure you know all the people to whom your message is addressed before sending it;
  - Making sure that the addresses entered in your Address Book are entered correctly;
  - NOT selecting “Reply to All” without knowing who all the recipients are and being sure that they welcome mail from you; and
  - Refraining from e-mailing any person who has stated that he or she does not wish to receive mail from you.

## 16. Newsgroups

- **Newsgroup Spamming.** Excessive cross-posting, or posting of the same article to multiple newsgroups, is prohibited. Generally accepted standards allow posting of a single article (or substantially similar articles) to no more than 15 newsgroups. Reported incidents of newsgroup cross-posting will be investigated and may lead to termination of your access.
- **Off-Topic or Harassing Posting.** Articles posted using the Service must comply with the written charter/FAQ of the newsgroup to which they are posted. If a newsgroup does not have a charter or FAQ, it is the responsibility of the user to determine the rules of the newsgroup before posting. Please know that the vast majority of newsgroups prohibit posts such as chain letters, pyramid schemes, encoded binary files (such as images or sound files), job offers or listings and personal ads.

17. **No Warranties.** You agree that use of the Service is at your sole risk. You acknowledge that the Service may provide access to the Internet, but that the Internet is not owned, operated or managed by Owner.

With respect to information, goods and services provided or accessed on or through the Service or otherwise available on the Internet, Owner (i) has no responsibility or obligation with respect to (and does not endorse) any information, goods or service, (ii) MAKES NO WARRANTIES WHATSOEVER (EXPRESS OR IMPLIED) WITH REGARD TO ANY INFORMATION, GOOD OR SERVICE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, COMPLETENESS, USEFULNESS, MERCHANTABILITY, SAFETY OR FITNESS FOR A PARTICULAR PURPOSE), (iii) will not be a party to a transaction between you and any other user of the Service and (iv) will not be liable, under any circumstances, for any loss, cost or damage arising directly or indirectly from any act or omission of any person or from any information, good or service; except to the extent the foregoing may not be disclaimed under law. Owner does not assume liability to subscribers or others for any failure to enforce this Agreement.

OWNER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICE. OWNER DOES NOT GUARANTEE



CONNECTIVITY AT ANY TIME, FOR ANY LENGTH OF TIME OR AT ANY SPEED. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN (INCLUDING ELECTRONIC) INFORMATION PROVIDED BY OWNER, ITS EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS OR AUTHORIZED USERS WILL CREATE A WARRANTY, NOR SHOULD YOU RELY ON ANY SUCH ADVICE OR INFORMATION.

UNDER NO CIRCUMSTANCE (INCLUDING OWNER'S OWN NEGLIGENCE) WILL OWNER OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES FROM OR THROUGH THE USE OF OR INABILITY TO USE THE SERVICE THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. OWNER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICE WILL BE TO TERMINATE USE OF THE SERVICE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OWNER SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE EVENTS DESCRIBED IN THIS PARAGRAPH. OWNER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OWNER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH OWNER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, OWNER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR.

18. **Indemnification.** You agree to indemnify Owner and its affiliates against liability arising from your use of the Service (including, without limitation, your dissemination of any information on the Service).
19. **Termination.** Owner may terminate your access to the Service for cause or for no cause, with or without written (including electronic) notice. You may terminate this Agreement at any time and for any reason by ceasing all use of the Service and providing written notice to Owner. Upon the termination of this Agreement for any reason, you will have no right to continue to access and use the Service.
20. **Miscellaneous.** The failure of either you or Owner to insist upon or enforce strict performance by the other of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and Owner nor trade practice will act to modify any provision of the Agreement.

If any provision of this Agreement is held to be unenforceable for any reason, that provision will be reformed only to the extent necessary to affect the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.

These Rules and enforcement thereof will be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflicts of law principles. Any controversy, claim, or dispute arising out of or related to this Agreement or the interpretation, performance, or breach thereof shall be resolved solely and exclusively by final and binding arbitration initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided under such rules.

#### **F. PANDEMIC COMMUNITY RULES RELATED TO USAGE OF AMENITIES AND COMMON AREAS ACKNOWLEDGEMNT**

This Pandemic Community Rules Related to Usage of Amenities and Common Areas Acknowledgement (collectively, this "Acknowledgement") is made and entered by and between «responsible\_applicant\_names» (Resident, also sometimes referred to as "you" or "your") and «property\_name» (Owner) identified in the Lease Contract (the "Lease"). In the event of any conflict between the terms of the Lease or any other community policies, and this Acknowledgement, the terms of this Acknowledgement shall govern and control. The defined terms in this Acknowledgement shall be deemed to have the same meaning as the defined terms in the Lease.

The information provided below was developed in response to the COVID-19 pandemic in 2020, including cleaning, disinfecting, hygiene and social distancing best practices and protocols. If another pandemic is encountered, these community rules may apply to that specific pandemic in replacement of "COVID-19" within these policies.

1. **Pandemic response.** Given the seriousness of the situation, we ask and expect full cooperation from our Residents who come to utilize the reopened amenities and common areas in response to a pandemic.

**2. Amenities and common areas usage.** We encourage Residents to refrain from using amenities and common areas if they are concerned about their personal health. You should factor in:

- Personal medical status.
- Advice from your medical professional.
- Updated information from local, state, and federal officials.

**3. Resident shall not use of the amenities and common areas if:**

- Resident, or anyone in Resident's family, has tested positive for COVID-19, remains positive for COVID-19, or suspects that they are positive for COVID-19.
- Resident, or anyone in Resident's family, has recently been in contact with a person that has tested positive for COVID-19.
- Resident, or anyone in Resident's family, has recently been in contact with a person that is in the process of being tested positive for COVID-19.
- Resident, or anyone in Resident's family, has had (in the past 24 hours) a fever of 100° F or higher, sore throat, body aches, diarrhea, trouble breathing, coughing, loss of smell or taste or other flu like symptoms.

**4. Resident must comply with the following when using any amenities or common area:**

- Resident has self-screened before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: Cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100° F, or known close contact with a person who is lab-confirmed to have COVID-19.
- Residents are strongly encouraged to wear a face covering (covering both nose and mouth) when they are within six (6) feet of another resident or property employees.
- Property reserves right to require face covering for specific areas of the property if needed.
- Maintain a minimum distance of six (6) feet away from others at all times, except members of the same apartment.
- Do not use equipment or furniture that are within 6 feet of another resident.
- Clean/sanitize equipment, machines, furniture, and any other high touch areas before and after use.
- No guests or visitors are permitted (except in Resident's individual apartment) until property notifies entire property when visitors are ok.
- Do not gather in groups while entering, leaving, or using amenities or common areas.
- Comply with all posted signs and published rules relating to specific common area or amenities, including occupancy limits and protective measures.
- Utilize reservation system for amenities (when applicable) and respect any time limits that apply for usage of amenities or common areas.
- Leave all furniture where it has been placed; do not move furniture.
- Limit elevator occupancy to no more than two (2) persons unless otherwise instructed by authorized signage.
- Video recordings and photographs while in amenities or common areas are discouraged.

**5. Personal recommendations:**

- Refrain from making direct skin contact with doorknobs, buttons, or exercise equipment by using gloves, a clean towel or other item.
- Wash hands frequently with soap and water for at least 20 seconds especially after Resident has been in a public place, or after blowing nose, coughing, or sneezing.
- If soap and water are not readily available, Resident should use hand sanitizer that contains at least 60% alcohol. Resident should cover all surfaces of Resident's hands and rub them together until they feel dry.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Stay in your apartment if feeling unwell and seek medical help (this is not intended to prevent you from seeking help for emergencies).
- Avoid close contact with people who are sick, even inside your apartment.
- Frequently wipe commonly touched surfaces with soap and water or disinfectant.
- In the abundance of caution, treat areas with the assumption there are COVID-19 positive residents in the apartment community.
- Follow health and safety guidance from state/local/national officials and public health authorities.

**6. Additional resources can be found online at:**

- World Health Organization – [www.who.int/en](http://www.who.int/en)
- Centers for Disease Control and Prevention – [www.coronavirus.gov](http://www.coronavirus.gov)
- Local and State Department of Health Services online resources
- National, State, or Local Reopening guidance

**7. Zero tolerance of failure to comply with rules related to usage of amenities and common areas.** Resident shall comply with the rules related to usage of amenities and common areas in or around the apartment community. Violation is strictly prohibited. Any violation is grounds for immediate termination of tenancy.

**8. Resident liability for losses due to COVID-19.** In the event of your failure to comply with these terms of this Acknowledgement, you are responsible for damages, cleaning, loss of rental income, and loss of other economic damages under this Acknowledgement are in addition to and not in lieu of, your responsibility for any other damages or loss under the Lease or any other Addendum.

**9. Resident responsibility for conduct of third parties – guests, occupants, and family members.** Once property is open to visitors, you are responsible for communicating these rules related to usage of amenities and common areas and zero tolerance for failure to comply with rules related to usage of amenities and common areas and for ensuring full compliance with this Acknowledgement by your visitors, family, guests, and invitees regardless of their length of stay.

**10. There is no Warranty of a COVID-19 free environment.** Although we enacted rules related to usage of amenities and common areas in all interior parts of the apartment community, there is no warranty or guarantee of any kind that your apartment or the apartment community is COVID-19 free. We make no representations on the level of cleanliness of the amenities and common areas. We disclaim any implied warranties regarding the level of cleanliness as permitted by law.

**11. Any violation of the above provisions shall be a material violation of the Lease and cause for termination of tenancy.** A single violation of any of the provisions in this Acknowledgement shall be deemed a material default under the Lease. Owner has the right to terminate your right of occupancy of the apartment unit for any violation of this Acknowledgement. Violation of the rules related to usage of amenities and common areas is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you remain fully liable for rent through the end of the Lease term or the date on which the apartment is re-rented to a new resident, whichever comes first. You are responsible for payment of rent after you vacate the apartment unit even though you are no longer living in the apartment. If the apartment unit is re-rented to a new resident, you remain fully liable for any short fall in rent between your rent amount and the amount paid by the new resident.

**12. Assumption of risk.** Resident fully understands and expressly acknowledges that, due to COVID-19, the amenities and common areas of the apartment community are dangerous environments with risks and dangers of serious bodily injury, including permanent disability, illness, and death; these risks and dangers may be caused by Resident’s own actions or inactions and/or the actions and inactions of others. **RESIDENT EXPRESSLY AND SPECIFICALLY ASSUMES THE FOREGOING RISK OF ANY PERSONAL PROPERTY DAMAGE, PERSONAL INJURY AND/OR HARM IN THESE ACTIVITIES.**

**13. Release and waiver.** Resident hereby releases, discharges, and covenants not to sue the Apartment Community, «property\_name» their affiliates, parents, shareholders, owners, partners, officers, directors, agents, employees, managers, representatives, heirs, attorneys, successors and assigns, and all related parties, whether named herein or not (collectively, the “Released Party”) from any and all liability, claims, demands, any and all damages, losses, lost wages, injury, responsibility, future medical expenses, future lost wages, or causes of action of any nature whatsoever, whether in contract, in tort or by statute, whether known or unknown, fixed or contingent, that Resident may have against any Released Party, relating to, arising out of, or in any way connected with COVID-19 and the usage of the common areas and amenities of the apartment community.

This is an important and binding legal document. By signing this Acknowledgement, you are acknowledging that any violation could lead to immediate termination of your rights of possession. You should carefully consider whether you will be able to abide by the terms of this Acknowledgement.

**PARTIES’ EXECUTION  
APARTMENT AND COMMUNITY RULES AGREEMENT AND ADDENDA TO LEASE:**

**RESIDENT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**ADDENDUM**  
**Property Damage Liability Waiver**

*This Addendum is incorporated by reference into the Lease and is a made a part thereof. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.*

All residents are eligible to participate in the Community’s Property Damage Liability Waiver Program (the “*Waiver Program*”). Participation in the Waiver Program: (i) waives a resident’s obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000.00; and (ii) waives a resident’s obligation to indemnify the Landlord for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the resident’s negligent acts or omissions in an amount up to \$100,000.00.

The Waiver Program only waives a resident’s liability to the Landlord and does not waive liability to any third parties. The Waiver Program only applies to accidental damage caused by a participating resident’s negligent acts or omissions and does not apply to damages caused by deliberate or intentional acts or omissions. The Waiver Program is applicable up to \$100,000.00 in liability; any amount of liability in excess of \$100,000.00 remains subject to the terms of the Lease. Excluded from coverage are claims of bodily and personal injury, and damages resulting from or associated with a breach of the lease, including, but not limited to, damages caused by illegal substances and damages caused by intentional and/or malicious acts.

By executing this Addendum, Resident is electing to participate in the Waiver Program. Participation in the Waiver Program may be cancelled at any time by providing Landlord with a certificate of insurance showing that resident has obtained property liability insurance as required by the Lease. The certificate of insurance must:(i) show a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup; (ii) identify the Apartment Community as an “Interested Party” with an address of **PO Box 12367 Columbus, OH 43212**; and (iii) correctly identify the Resident’s insured address. Resident shall provide Landlord with a certificate of insurance showing the requisite coverage upon request. Landlord may place Resident in the Waiver Program and charge Resident additional rent of \$13.95 per month if, at any time during the term of the Lease, Resident’s insurance coverage is cancelled or lapses for any reason, or if the certificate of insurance provided does not contain the required information. Landlord may discontinue the Waiver Program at any time. Upon receiving notice of Landlord’s election to discontinue the Waiver Program, Resident shall obtain and maintain liability insurance as required by the Lease; failure to obtain liability insurance is a breach of the Lease and Landlord may take all necessary action.

Notice to residents: If you elect to participate in the Waiver Program, such election only waives your obligation to indemnify the owner for accidental damages caused by your negligent acts or omissions as described herein. If you elect to participate in the Waiver Program, you are neither purchasing an insurance policy nor are you being listed as a named insured under any owner policy. The Waiver Program does not cover your personal property and is not applicable in the event of theft, burglary, vandalism, bodily injury or personal injury. The Waiver Program is neither designed to be your exclusive insurance policy for property damage, nor is it intended to replace your personal property or liability insurance policy. You should consult an insurance professional to evaluate and determine your own personal insurance needs. Nonpublic personal information about you is collected from applications, transactions and reports to which we have access, including information received from consumer reporting agencies and inspection reports. We do not disclose any nonpublic personal information about you except as permitted by law. We may disclose nonpublic personal information about you to financial service providers, such as insurance agents, brokers, and/or insurance companies. Access to nonpublic personal information about you is restricted to those employees and third parties who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable standards to guard your nonpublic personal information.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

\_\_\_\_\_  
Resident Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature



## ADDENDUM REGARDING BALCONY & RAILING USAGE

*This addendum by and between Owner and Resident(s) amends the Lease between the parties.*

**Improper usage of a balcony and/or railing could result in death and/or serious personal injury.** The safety of our residents is important to us. The Owner encourages good judgment and attention to common sense.

### Important Balcony & Railing Safety Warnings and Guidelines

To reduce the risk of collapse, fire hazards, and other safety concerns, Resident(s) and their guest(s) shall fully comply with the following:

1. **Resident(s) should always exercise control over balcony and/or railing usage. Never overload the balcony and/or railing with excessive weight.** Always limit the number of people and personal items. Careful consideration should be made of the amount of weight on the balcony and/or railing at any one time. A balcony should only be used by a few individuals at a time factoring in the weight of outdoor furniture, plants, or other items already on the balcony. If you have guests in your Apartment, you are responsible to exercise caution and limit the number of guests and invitees on your balcony. To avoid the possibility of overload, you should consider not using your balcony if you expect numerous guests or invitees.
2. **An apartment balcony is only designed for light residential traffic- a few people.**
3. Never sit or lean against or over the rails (this includes Juliette Balcony rails). Resident(s) should always exercise control and caution on and around all railings on property.
4. Never use a balcony for storage.
5. Never hang anything from the balcony rails.
6. Use caution when watering plants so that excessive water does not leak onto other nearby balconies.
7. Use caution so that nothing has the potential to fall from your balcony. Factor in the possibility of a sudden wind event when keeping personal items on the balcony.
8. Do not use combustible fertilizers or potting materials. Only use natural dirt.
9. Patios and balconies are to be kept in clean and neat condition at all times. No trash containers are allowed to be kept or stored on any patios/balconies at any time.
10. No bikes and/or motorcycles or any other motorized vehicle are allowed to be kept on any patios or balconies at any time.
11. Satellite dishes and/or antennas can only be erected with the written consent of Landlord in compliance with the Community Rules and Regulations.
12. Resident(s) shall be responsible for the conduct as well as all costs, damages, and claims associated with such improper use of the balcony by the Resident(s) or their guest(s).
13. If you see improper use of a balcony or other concern, immediately report it to the leasing office.
14. The following rules apply to grills, portable fire pits and patio campfires:
  - No grills (whether charcoal, gas, or other type) are allowed on any balcony or patio.
  - Cooking is not permitted on any balcony.
  - Portable fire pits, patio campfires, fire pit kettles, or other such products are not allowed.

«responsible\_names» \_\_\_\_\_

«property\_name» \_\_\_\_\_

«lease\_start\_date» \_\_\_\_\_

«lease\_start\_date» \_\_\_\_\_



## MOLD INFORMATION AND PREVENTION ADDENDUM

*Note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.*

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: «**unit\_number**» at «**property\_name**» Apartments in «**property\_city**», «**property\_state\_code**».
2. **ABOUT MOLD.** Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - a. Keep your dwelling dean--particularly the kitchen, the bathroom1(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throwaway moldy food.
  - b. Remove visible moisture accumulation on windows, walls ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom wans and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
  - c. Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
  - d. Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance With state law and the Lease Contract to repair or remedy the situation, as necessary.
4. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - a. rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - b. overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - c. leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - d. washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - e. leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - f. insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
5. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away dirt and oils from the surface is like



painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency, particulate air (HEPA) filter can be used to help remove nonvisible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets - provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces* such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *Non-porous* surfaces. Instead, notify us in writing and we will take appropriate action.
7. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.
8. If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

*You are entitled to receive all original of all Mold Information and Prevention Addendum after it is fully signed. Keep it in a safe place.*

**RESIDENT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_