

Wilson White Management Lease Agreement

This is a plain English lease. This lease has been written, without the usual legal jargon, to make it more readable and understandable. English, being the imprecise language that it is, may allow for several interpretations. The interpretation for this contract shall be the common or average interpretation one would expect of a lease agreement. The basic agreement of this lease is that the Landlord agrees to provide an apartment and make any repairs that are needed in a timely fashion and to maintain the apartment as a reasonable place to live, and the Tenants agree to pay the Landlord rent for use of the apartment in a likewise timely fashion.

1. **PARTIES TO THE LEASE:** This is a Lease agreement by and between Wilson White Management (" the Landlord"), whose address is 2008 S State Street, Ann Arbor, MI 48104 and whose telephone number is (734) 995-9200, and resident (the Lessee) as set forth on Schedule A which is hereby made a part of and incorporated into this Lease.
2. **DESCRIPTION OF PREMISES AND TERM:** The Landlord agrees to rent to the Resident the premises located at (see schedule A) for the period beginning at 12:00 pm (noon) on the start date and ending at 12:00 pm (noon) on the end date as set forth in schedule A.
3. **RENTAL RATE:** The Resident agrees to pay the Landlord or his designated agent in equal monthly installments as set forth in schedule A. due on the first of the month beginning with the second month (first month collected before move-in) A total rent has been established for the Lease term, which in many instances will be less than 365 days. The total rent is then divided by the number of months in the lease term to arrive at equal monthly payments. Therefore, there will be no pro-rated amounts due at the beginning or end of the Lease term. **Rent is due and payable in one (1) check only on the first day of each month. If additional checks are presented an administrative fee of \$15 per check will be charged. DO NOT SEND CASH.**
4. **OCCUPANCY:** Only the Resident (defined as individual(s) named on the schedule A) is allowed to live in this residence. Any changes to the composition of the Resident(s), either by number or by person, must be agreed to in writing, on this or a subsequent document, by the current Resident(s) and the Landlord. The rental rate listed on Schedule A only applies to Resident(s) named on same. Any changes in this list may change the rental rate listed on Schedule A.
5. **LATE FEE:** Rent payments are due, in advance or, on the first day of each and every month and are considered delinquent if not received by the Landlord on the 2nd day of the month. There shall be a late fee of 5% of monthly rent if the full rental payment, including any additional rent as defined herein, is not received in the Landlord's office by the fifth (5th) day of the month. There shall be a Thirty-Five Dollar (\$35) charge for each check returned "non-sufficient funds" or otherwise uncollected. After three (2) NSF checks or otherwise uncollected checks, Landlord shall have the right to require payment by cashier's check or money order. Late fees, returned check charges, legal fees and court costs as allowed by law, repair charges, lock-out charges, unpaid utility bills, costs for re-scheduling the dumping of trash containers when illegally blocked are all defined as additional rent. Additional rent charges may be deducted from the Damage and Security Deposit at the end of the Lease term or any extension thereof. In the event Resident(s)' rent payment is late on three (3) or more occasions during the term of this Lease term or during any consecutive twelve (12) month period of time, Landlord shall have the right to terminate this Lease upon fifteen (15) days written notice and recover such damaged as allowed by law.
6. **APPLICATION OF PAYMENTS:** All monies paid to the Landlord by the Resident(s), or on behalf of the Resident(s), shall be applied to the Resident(s) account in the following manner: first to outstanding late fees and dishonored check charges; second to outstanding repair charges and lock-out charges; third to trash removal charges and other charges provided for in the Lease; fourth to outstanding legal fees and court costs as allowed by law; fifth to outstanding utility bills and sixth to rent.
7. **UTILITIES:** The Landlord and the Resident agree that the responsibility for making all of the arrangements necessary to furnish the utilities, including having billing in his, her or their name, shall be assigned as set forth in Schedule A. The Landlord shall have no obligation to provide utilities that are the responsibility of Resident as previously defined. In apartments where the Resident provides heat, the premises must be kept sufficiently heated at all times during the Lease to avoid damage to the premises and the Resident may not have the heat terminated for any reason. The Resident agrees that Landlord shall not be held responsible for any interruptions in utilities services beyond the Landlord's control or due to necessary repairs, replacements or alterations. The Landlord has the sole right to designate Resident's utilities providers. **Failure to place utility bills in the Resident's name will result in a \$50.00 administrative fee per utility bill invoice.** Resident may not install a portable dishwasher, washer, dryer or air conditioner without the Landlord's written permission. If Resident installs any of the above items in violation of this clause, Landlord may bill Resident for any increase in utility bills or other damages which Landlord, in his sole discretion, attributes to the violation.

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8. **Laundry.** If laundry machines are provided for Resident(s) use, and if these machines are not coin operated, Resident(s) agrees to pay a \$12.00/per Resident/per month fee for the use of these machines. The Resident(s) is not obligated to use these machines. However, each Resident(s) listed on Schedule A must agree whether or not they will use these machines and must sign a laundry addendum if they decide not to use these machines. Laundry is a privilege and not a right, available ONLY to the Resident(s) renting from this Landlord. If any relative, friend, boy- or girl-friend, fiancé, dog, cat or other entity is discovered to be using the Landlord's laundry facilities, each Resident(s) on this Lease will lose their laundry privileges and the offending laundry will be immediately removed. It's hard enough to find time to do your own laundry, and even more difficult when someone who shouldn't be there is using the machines.

9. **COMMUNICATIONS:** All communications to the Landlord should be directed to:

**Care of Wilson White Management
2008 S. State St.
Ann Arbor, MI 48104**

10. **DAMAGE AND SECURITY DEPOSIT:** The Resident agrees to pay the Landlord the security deposit and nonrefundable apartment prep fee as set forth in schedule A as a condition of giving possession to Resident. In no case is the Landlord obligated to apply this Deposit to rent or other charges in arrears. If damages caused by Resident exceed the amount on deposit, Resident agrees to pay such damages upon receipt of notice of damage and amount charged. The Landlord shall repay to the Resident, within thirty (30) days after vacating the premises, all or whatever part of the Damage and Security Deposit that may be remaining, if any, after reimbursement to the Landlord from this fund for any charges allowed by Law. The Security deposit will be deposited in a financial institution which shall be: **Ann Arbor Commerce Bank, 2950 S. State St Ann Arbor, MI 48104**

11. **RETURN OF DAMAGE AND SECURITY DEPOSIT:** The Damage and Security Deposit shall be returned in a check payable to one person, chosen by the Resident(s), who shall act as agent of all other persons who have signed this Lease or acquired legal rights of occupancy under it, and shall be solely responsible for dividing the Damage and Security Deposit according to any shares the Residents have agreed upon. The person named to act as agent for the return of the Damage and Security Deposit shall be set forth in schedule A. If this person cannot be reached to effect the return of the Damage and Security Deposit, then the Damage and Security Deposit will be returned to one person signing this Lease chosen at Landlord's sole discretion, in a check made payable to all Residents signing this Lease.

12. **LEASE EXPIRATION:** Resident(s) must vacate the premises promptly at the conclusion of lease term. No holdover tendency whatsoever shall be allowed, and Resident(s) shall be responsible for liquidated damages at the daily rate of 1/5 the then current monthly market rate plus reasonable attorney's fees as allowed by law. Resident(s) will also be liable for any damages including hotel/motel and restaurant expenses for the new Resident(s). Collection of liquidated damages will not create a tenancy

13. **WRITTEN NOTICES:** Any written notice, demand, request, or other communication required, permitted or desired under this Agreement shall be in writing and shall be deemed delivered when (i) hand delivered, (ii) three (3) business days after being deposited in the United States registered or certified mail, return receipt requested, postage prepaid, (iii) one (1) business day after being deposited with an overnight delivery service or (iv) when transmitted by email or other facsimile transmission, answer back requested, at the address indicated on the Schedule A hereof (or such other addresses designated by proper notice).

14. **FURNISHINGS:** This dwelling unit is leased as unfurnished, unless otherwise stated in schedule A. The term "unfurnished" shall mean that the Landlord shall only provide a stove and refrigerator and that Resident shall provide all other furnishings. All furnishings, appliances and equipment are leased in an as is condition and shall not be removed from the apartment. No water-filled furniture, including waterbeds, is allowed in the unit. The amount of furnishings shall be determined by the Landlord. Any furniture, equipment or appliances, whether belonging to the Landlord or the Resident that is outside the unit on a porch, balcony, lawn, etc. may be removed by Landlord at sole discretion, and Resident's expense. Additional furnishings or changes in furnishings for subtenants will not be provided.

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15. **LEASE MODIFICATIONS:** All conditions of the lease are 'locked' 30 days after the first Resident signature. All changes made after the 30-day period will incur charges. These charges include, but are not limited to:
Adding/removing tenants to/from lease (\$75)
Subletting (subject to landlord's approval) \$100
Adding/removing furniture from premises (minimum charge \$15 depending on size of item).
- | | |
|------------------------|--------------------------|
| Desk/Dining Chair \$15 | Any size mattress \$40 |
| Desk \$40 | Any size box spring \$30 |
| Dresser \$40 | Frame \$25 |
| Nightstand \$25 | Dining Table \$25 |
| Couch \$75 | Loveseat \$50 |
| Living Room Chair \$40 | Coffee/end table \$25 |
16. **DELAY OF POSSESSION:** It is agreed and understood that if the Resident shall be unable to enter into and occupy the leased premises at the time above provided, by reason of the leased premises not being ready for occupancy, or by reason of the holding over of the previous Resident, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Resident. During the period the Resident is unable to occupy the leased premises as herein before provided, the rental rate shall be abated. Landlord shall determine when the leased premises are ready for occupancy.
17. **UNIVERSITY OF MICHIGAN OFF-CAMPUS HOUSING MEDIATION:** If communication between the Resident and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue in dispute. All parties to this agreement agree that the University of Michigan Off-Campus Housing Program will assist in disputes involving University of Michigan students for which one of the parties requests assistance and: a) all parties will make a reasonable and good faith effort to settle such disputes through the program; b) any party to this lease may request mediation; c) program staff may enter and inspect the premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of the parties. The parties agree to keep the mediation proceedings confidential. This paragraph only applies if Lessee is enrolled at the University of Michigan
18. **DAMAGE TO LESSEE(S) PROPERTY AND INSURANCE:** Unless caused by the Landlord or his agent's or employee's negligence and/or failure to maintain the leased premises as required by law, the Landlord, his agent and/or employee shall not be responsible for any theft, damage, loss, or destruction of personal property of the Resident, members of Resident's household, or his guests, due to fire, water, sewer back-up, mold, or other casualty or cause. ***Residents are encouraged to insure personal property.***
19. **ACCESS TO THE PREMISES:** Subject to local ordinance and after a good faith effort to give notice, the Landlord, and its agents or employees shall have access at all reasonable hours to the leased premises for legitimate purposes including but not limited to examining or exhibiting the premises to prospective buyers, residents, lenders and appraisers, or for making alterations or repairs to the premises which the Landlord deems necessary. Landlord shall have access at all reasonable hours to perform Resident(s) requested repairs. In the event of an emergency, Landlord, its agents or employees shall have immediate access without notice as provided for in the City Housing Code.
20. **DAMAGE TO PREMISES:** In case the building and improvements to the leased premises are injured or destroyed in whole or in part by fire or other catastrophe during the continuance of this Lease, the Landlord shall forthwith repair the same to good and tenable condition so as to be substantially the same as they were prior to such fire or other catastrophe and the rent herein provided for shall abate entirely in case the entire premises are so rendered untenable and prorate for the portion rendered untenable in case a part only is untenable until the same shall be restored to a condition so as to be occupied by the Resident; provided, however, that in the case the building of which the leased premises are a part and improvements shall be destroyed to an extent that Landlord determines it inadvisable to restore, then the Landlord may, at its option, terminate this Lease forthwith by written notice to the Resident. There shall be no abatement of rent if such fire or other cause damaging the leased premises shall result from the negligence or willful act of the Resident, any member of Resident's household, employees, or guests.
21. **LESSEE'S LIABILITY FOR DAMAGE:** The Resident shall be fully liable to the Landlord or Landlord's subrogee for damages to the leased premises and adjoining areas resulting from the Resident's negligence or willful acts, or the negligence or willful acts of anyone on the premises by reason of association with Resident, including but not limited to fire damage, regardless of whether Landlord has casualty or fire insurance. The enforcement of this provision shall survive in the event the Lease is terminated or held void and it is immaterial whether the negligently or willfully caused damage renders the premises wholly or partially untenable.

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22. **CANCELLATION AND FORFEITURE:** Resident and/or landlord may cancel this Lease within five (5) days after Resident has signed such Lease, but in no event within ninety (90) days prior to the commencement of the term of this Lease by providing written notice to the Landlord signed by all Residents. Landlord agrees to return all monies upon receipt of such notice, except for up to one-half (½) of one month's rent equivalent which the Landlord may retain as a re-rental and forfeiture charge as liquidated damages. In the event Landlord finds that any of the representations and warranties made in Resident's application for rental are false, Landlord, at its option, may terminate this Lease Agreement.
23. **SUBLETTING/ASSIGNMENT:** The Resident may not lease, sublet or assign any part of the leased premises **without the written consent of the** Landlord, such written consent shall not be unreasonably withheld. Subletting or assignment by less than all of the Residents requires the written consent of all the other Residents. Any new or replacement Resident, including subtenants, must qualify under the then existing rental policies of the Landlord. Additional furnishings will not be provided for Subletting/Assignment. The Resident shall pay a One Hundred Dollar (\$100.00) fee per Person sublet for processing a sublet
24. **ENTIRE AGREEMENT:** It is understood and agreed that this Lease Agreement, the attached Rules and Regulations, the Application For Rental, and any attached Addendum To Lease constitute the entire agreement between the Landlord and the Resident and that it may not be altered, amended, or changed verbally, or in any other manner unless endorsed herein in writing by both the Landlord and the Resident. Resident specifically acknowledges and agrees that no additional verbal promises, representations, or agreements have been made.
25. **OBSERVANCE OF THE LEASE:** Landlord shall not be responsible to any Resident for nonobservance of other leases on the part of other Residents. The Landlord will make a reasonable effort to promote observance of the Lease on the part of other Residents as allowed by law.
26. **LAWFUL USE:** The Residents agrees that the Residents, any members of Residents household, and/or guests, and/or agents of Resident shall use and occupy the leased premises for residential purposes only, and shall maintain the same in accordance with all police, fire, sanitary, and other regulations imposed by any Federal, State of Michigan, municipal or governmental authority; to observe all reasonable regulations and requirements of any insurance underwriters concerning the use and condition of the premises so as to reduce fire hazards and insurance rates and not to permit or allow any rubbish, waste materials or products, flammable liquids, or explosives to accumulate upon the leased premises or any other area; or to permit any use thereof to interfere with the lawful and proper use and enjoyment of said building or any part thereof by the Landlord, Landlord's agents, employees, or other Resident in said building.
27. **REPAIRS:** The Landlord agrees to make all necessary exterior and structural repairs to the premises and to the electric, gas, plumbing, heating systems, if any, which may from time to time become necessary. The Resident agrees not to hold the Landlord responsible for failure to repair until Resident has notified the Landlord of the need for repair, in writing, and a reasonable amount of time has passed after such notice. If Resident fails to notify Landlord of the need for repair in a timely manner resulting in additional damage and/or extra expense to the leased premises or building, Resident agrees to reimburse Landlord, on demand, for all damage resulting from Residents negligence in failing to report the needed repair.
28. **SINGLE FAMILY DWELLING ONLY:** Resident shall not be responsible for lawn cutting, edging, weeding and snow removal. Resident shall at all times maintain the property in a clean, sanitary state and in an overall respectable condition that is acceptable to the Landlord.
29. **AIR CONDITIONING:** If available, the Resident agrees that Landlord shall not be liable for any stoppage or interruption of air conditioning service for any reason. Resident agrees that stoppage or interruption of air conditioning service is not an emergency and that air conditioning repairs will only be provided between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday excluding holidays and are based on availability of service personnel and parts.
30. **ALTERATIONS:** Resident shall make no alterations, additions, or improvements in or to the leased premises without the Landlord's prior written consent, and then only by licensed contractors in accordance with workmanship and quality standards agreed to in writing, in advance, by Landlord. All alterations, additions, or improvements to the leased premises made by either party shall become the property of the Landlord and shall remain upon and be surrendered with the leased premises at the end of term hereof. This includes, but is not limited to, such work as additional locks, permanent type hooks on walls, carpet, floor tile, paint, etc.

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31. **INSOLVENCY:** The Resident agrees that if the estate created hereby shall be taken in execution or by other process of law, or shall be declared insolvent according to law, or any receiver be appointed for the business and property of the Resident, or if any assignments shall be made of the Residents property for the benefit of creditors, then and in such event this Lease may be cancelled upon written notice from the Landlord.
32. **UNIT CONDITION AT TERMINATION OF RESIDENCY:** Resident agrees to return possession of the leased premises at the end of the Lease term or any extension thereof in the same condition as when taken, including cleanliness and free and clear of trash and debris and further agrees to be responsible for any cleaning charges incurred by Landlord due to Resident's failure to adequately clean the leased premises. This obligation is a contractual one between the Resident and the Landlord, and the Resident's Damage and Security Deposit shall not be used to offset Resident's obligation hereunder. Resident, for his protection, shall complete a Commencement Inventory Checklist and return it to the Landlord within seven (7) days of taking possession of the leased premises noting the condition of the leased premises. Resident is also entitled to request and receive a copy of the last Lease Termination Inventory Checklist which shows what claims were chargeable to the previous Resident.
33. **SMOKING:** The leased premises have been designated as non-smoking, Resident shall not smoke in the leased premises or allow members of Resident's household or Resident's guests, or agents to smoke in the leased premises. Under no circumstances is smoking allowed in any common area of the building or property including but not limited to hallways, basements, laundry rooms, storage areas, balconies, patios or porches, parking garages/carports, or building entryways. Landlord may terminate the Lease Agreement if chronic violations occur by Resident, members of Resident's household or other persons under Resident's control. Chronic violations are defined as three or more written violation notices from Landlord.
34. **ABANDONMENT:** If at any time during the term of this Lease Agreement, Landlord believes in good faith the Resident has abandoned the leased premises, and the current rent is unpaid, Landlord may re-enter the leased premises and put out the remaining possessions of Resident without liability therefore. Abandonment shall be conclusively presumed if rent is unpaid for fifteen (15) days following the due date, and either (1) a substantial portion of Resident's possessions have been removed, or (2) acquaintances of Resident or other reliable sources indicate to Landlord that Resident has left without the intention of reoccupying the leased premises. In the event of abandonment by the Resident, and in the event Resident has left personal property on the premises, Landlord may dispose of said personal property in any way the Landlord chooses. This provision shall apply to all items of personal property, except those items for which the Landlord and Resident have made a specific written agreement. No oral agreement may alter this provision. Resident shall reimburse Landlord for all costs incurred by Landlord in removing Resident's personal property or debris from the leased premises, any storage area or common area.
35. **RE-ENTRY:** If the Resident shall neglect or fail to pay rent, perform or observe any of the covenants herein contained on Resident's part to be observed and performed, then the Landlord shall have all the rights to repossess the leased premises as provided by law. The Resident agrees to indemnify and reimburse Landlord, as provided by law, for all expenses incurred in obtaining possession of the leased premises, enforcing Resident's obligations under this Lease, and all loss of rent which the Landlord may incur by reason of such repossession during the remainder of the term herein specified. In the event Landlord retakes possession of the leased premises, for any reason, prior to the expiration of the Lease term, Resident acknowledges that Landlord through his attempts to release the leased premises will incur certain expenses, and therefore Resident agrees to pay Landlord the sum of **\$300.00** as liquidated damages which both parties agree are reasonable charges that Landlord will incur in its efforts to rent the leased premises.
36. **NEGLIGENCE:** Maintenance or additional expenses required due to Resident's negligence will be charged to Resident. This includes, but is not limited to the following: coffee grounds or similar waste matter, rubbish, rags, sweepings, etc., shall not be placed in sinks, bath or laundry tubs, or toilet bowls. Any damage to or clogging of garbage disposal, dishwasher, waste traps, or toilets, caused by the depositing of foreign matter shall be the responsibility of the Resident. Resident is also specifically responsible for damage to walls caused by application of tape or other stick-on wall hangers.
37. **SIGNS:** Resident shall have the right to display signs on or in the leased premises to indicate the apartment is available for sublet, but for no other purpose. The Landlord shall have the right to require the removal of all other signs.

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38. **KEYS AND LOCKS:** The Landlord and his agents may retain a pass key to the leased premises. No Resident shall alter any lock or install any locking device on any door of the leased premises without the written consent of the Landlord. If the Resident requests that the exterior locks of the leased premises be changed, the Landlord shall modify the locks so they operate with a different key(s). The request for modification of the lock(s) must be signed by all Residents and must include a commitment to pay the cost of the lock modification with their next rental payment. After receipt of the request, the Landlord shall modify the lock(s) within ten (10) days. The modification may permit the use of a master key.
39. **CONTROLLED SUBSTANCES:** The Landlord may terminate this Lease upon 24 hours written notice if a Resident, member of Resident's household or other person under the Resident's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the premises. This provision shall apply only if a formal police report has been filed, alleging that the Resident, member of Resident's household, or other persons under Resident's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of this provision, "controlled substance" means a substance or counterfeit substance classified in Schedule 1, 2, or 3 pursuant to Sections 7211 to 7216 of the public health code, MCL 333.7211 to 333.7216.
40. **ACCELERATION OF RENT AND MITIGATION OF DAMAGES:** In the event Landlord shall re-enter and repossess the leased premises due to Resident's failure to comply with the terms of this Lease Agreement, Resident's duty to continue to pay rent shall not be terminated but shall continue subject to Landlord's duty to mitigate damages. Rental payments for the balance of the Lease term may be accelerated upon Resident's breach of the Lease Agreement. Landlord has an obligation to minimize Resident's damages by attempting to re-rent the leased premises in which case Resident would not be liable for the entire accelerated amount. Either party may have a court determine the actual amount owed, if any.
41. **PARKING:** Unless otherwise agreed to in writing, parking, if available, is not included in the rental payment. The Landlord may limit the number of vehicles per unit and parking is not guaranteed or supervised by the Landlord. It is agreed that the Landlord will not be liable for loss or damage to Resident's vehicle(s) and/or personal property. The Landlord does not guarantee the availability of parking for Resident's or their guests. Resident shall not park a vehicle in any restricted areas or driveways or in such a manner as to block trash receptacles. Resident shall be responsible for all costs associated with a re-scheduled trash pickup when Resident's illegally parked vehicle prevents trash from being picked up. Parking within the property shall be restricted to two and four wheel motorized vehicles only. Pickup trucks above $\frac{3}{4}$ ton, commercial vehicles, trailers, boats, motor homes, campers and other recreational vehicles may not be parked or stored anywhere on the grounds of the property. All vehicles must be currently licensed and in operable condition. Landlord may ban or demand removal of any vehicle which in Landlord's sole judgment creates a nuisance or is detrimental to the property and/or its residents. No repairs or washing of vehicles shall be permitted on the property at any time. Any violation of this paragraph could result in Landlord towing vehicles away without notice and with Resident responsible for all charges therewith and may result in Landlord ordering Resident to vacate the leased premises.
42. **RULES AND REGULATIONS:** Resident agrees to abide by and conform to the Rules and Regulations of this residency which are attached hereto and made a part of this Lease Agreement, and any amendments to the Rules and Regulations, as allowed by law, of which Landlord notified Resident of at least thirty (30) days in advance of the amendment taking effect. Any violation of this Lease Agreement or the Rules and Regulations shall constitute a breach of the Lease Agreement and shall give the Landlord the right to terminate this Lease Agreement upon fifteen (15) days written notice to Resident.
43. **LESSEE'S RESPONSIBILITIES:** Resident acknowledges and agrees that he shall be responsible for the actions, omissions, damages, and compliance with the Lease Agreement and Rules and Regulations by Resident, members of Resident's household, and Resident's guests or agents, including, but not limited to, moving in or moving out throughout the Lease term or any extension thereof.
44. **NOTICES:** All notices to be given hereunder by either party shall be in writing and given by personal delivery to the Landlord or the Resident, or shall be sent by the United States Post Office, addressed to the party intended to be notified at the Post Office address last known to the party giving notice and notice given as aforesaid shall be sufficient service thereof, and shall be deemed given as of the date when deposited in any Post Office box regularly maintained by the United States Postal Service with the full address properly placed thereon and with postage prepaid.

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45. **QUIET ENJOYMENT:** The Landlord covenants that the Resident, upon paying the rent and performing the covenants aforesaid, shall and may peacefully have, hold, and enjoy the leased premises for the term aforesaid. Upon written notice from Resident, Landlord shall make a good faith observance effort to enforce of the Lease on the part of other residents as allowed by law.
46. **TERMINATION PURSUANT TO MCL 554.601a:** If Resident has occupied the leased premises for more thirteen than (13) months, he may terminate the Lease by a sixty (60) day written notice to the Landlord if either of the following occurs: (a) Resident become eligible during the Lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Landlord with written proof of that eligibility, has become or (b) Resident incapable during the lease term of living independently as certified by a physician in a notarized statement.
47. **LEAD-BASED PAINT:** Resident acknowledges that prior to signing this Lease, unless this property is exempt under the regulations, Resident received a copy of the LEAD-BASED PAINT DISCLOSURE FORM completed by the Landlord, the terms of which are incorporated herein and by that reference Resident received and reviewed a lead hazard information pamphlet approved by the EPA titled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME."
48. **MOLD:** Resident shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, cupboards, closets, and kitchen and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom, if provided, when necessary; and keep climate and moisture in the leased premises at reasonable levels. Resident shall clean and dust the leased premises regularly and shall keep the leased premises, particularly the kitchen and bath, clean at all times. Resident shall promptly notify the Landlord, in writing, of the presence of any of the following conditions: A water leak; excessive moisture or standing water inside the leased premises or any common area; Mold growth in or on the leased premises that persists after Resident has tried several times to remove it with household cleaning solutions such as Lysol or Pinesol disinfectants, Tilex Mildew Remover, Clorox or a combination of water and bleach; (It is suggested that when using any cleaners that you wear rubber gloves and eye goggles as well as long sleeve shirts, pants, shoes and socks.) A malfunction in any part of the heating, air conditioning or ventilating system in the leased premises. Resident shall be liable to Landlord for damages sustained to the leased premises or to Resident's person or property as a result of Resident's failure to observe the MOLD clause of the Lease. Non-observance of the MOLD clause shall be deemed a material breach of the Lease and the Landlord shall be entitled to exercise all rights and remedies it possesses as provided by law.
49. **INSECTS/RODENTS:** Resident shall have the sole responsibility of exterminating any insect, rodent or other pest (except wood-eating insects such as termites, carpenter ants, etc.) Where infestation exists in two or more units or in common areas of a multi-unit building, however, Landlord shall be responsible for extermination. Resident's responsibility for extermination shall begin 30 days after the start of this Lease, provided the unit was free from insects/rodents upon commencement of Resident's occupancy.
50. **DEFINITIONS:** The word " Resident " wherever in this Lease Agreement mentioned shall be construed to mean either singular or plural, masculine or feminine, and the word " Landlord " shall be construed to mean the Landlord and its duly authorized agents, and this Lease shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors, legal representatives and assigns.
51. **JOINT AND SEVERAL OBLIGATION:** Each Resident under this Lease is jointly and severally (individually) liable to the Landlord for the total rent due for the leased premises and/or damages. (This means that if one Resident fails to pay rent, any one of the other Residents, or any number of the other Residents may be held liable by the Landlord. The defaulting Resident however, may remain liable to the other Residents for such unpaid missing rent and damages.
52. **SEVERABILITY:** If a clause in this Lease is found by a court to be invalid, such finding shall not invalidate or in any other way nullify any of the other clauses or provisions contained in this Lease.
53. **ADDENDUM:** All modifications to this Lease must be in writing. No verbal agreements will be binding. An addendum is valid if the Landlord/Agent places his initials here _____ and the Resident place his initials here _____.

Initials

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54. **DISCLOSURES:** As required by law, Tenant is hereby provided with the following notices:

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

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

By execution of this lease, resident acknowledges receipt of "Rights and Duties of Tenants" a booklet provided by the City of Ann Arbor and a copy of Ann Arbor Ordinance No. 7-06.

Some things your landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or form your 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.

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

**Wilson White Management
Lease Agreement**

LANDLORD:

Signature Date

LESSEE(S):

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

**Wilson White Management
Lease Agreement**

RULES AND REGULATIONS

1. **CONDUCT:** Nothing shall be done by Resident in or about the leased premises which will disturb or interfere with the rights, comforts, convenience, health, safety or welfare of other Resident's or the Landlord, nor shall any unreasonable disturbing noise or odors be allowed at any time in or about the leased premises. In the event Resident, any member of Resident's household, or Resident's guests or agents engages in any acts or behavior that is abusive, criminal or illegal in nature whether such activity occurs on or about the leased premises or not, Landlord may terminate this Lease Agreement.
2. **CLEANING, TRASH REMOVAL AND RECYCLING:** Resident shall at all times keep the leased premises and fixtures in a clean and sanitary condition. The common areas shall be cleaned as necessary by the Landlord. Resident agrees to cooperate in this respect and shall immediately clean anything that Resident spills or drops in the common areas. A fee of \$25.00 per bag or container will be assessed, as liquidated damages, for trash left unattended in buildings, on the grounds or any other common area as well as outside at any time if not deposited in the trash receptacles provided by Landlord. All trash and garbage shall be disposed of in heavy-duty plastic bags. Resident agrees to abide by all trash removal policies established by the Landlord and the City of Ann Arbor as well as with mandatory and/or voluntary recycling. All charges for cleaning up any litter and debris on the property, including beverage cups, newspapers, miscellaneous trash, furniture and including any fines from the City of Ann Arbor for Clean Community Ordinance violations, shall be the responsibility of the Resident if the source of the litter/debris are traceable to a particular apartment or apartments with joint and several' tenancy all charges as outlined herein shall be the responsibility of the Resident.
3. **WINDOWS:** Resident shall not place anything whatsoever upon the inner or outer sills of the windows of the buildings so that it may be exposed through the windows to a view from the street. No shade, awnings, guards, drapes, or screens shall be used except those approved by the Landlord. All window coverings must be white in color when viewed from the exterior of the leased premises. Rags, rugs, dust mops, carpets, or clothing must not be shaken, dusted, or hung from windows, patios, balconies or porches, nor shall any sweepings, rags, rubbish, etc. be thrown anywhere on the property.
4. **PETS:** The Resident shall not harbor, keep, or bring into the leased premises or building, dogs, cats, rabbits, reptiles, fish, birds or other animals unless an agreement has been made in writing with the Landlord. As pets are not allowed, it is agreed that if a complaint and/or problem arises because of a pet, Resident shall be notified of such and shall immediately remove the pet from the premises. If Landlord determines that there is an unauthorized pet in Resident's dwelling unit, Resident shall either (1) immediately remove the pet from the leased premises, or (2) if the property occupied by Resident has made a provision for pets, Resident may execute a Pet Addendum To Lease, pay the non-refundable Pet Fee and the monthly Pet Fee for the privilege of having a pet, retroactive to the first day of Resident's Lease term.
5. **FLAMMABLES:** The Resident shall not use or keep flammable or explosive materials in the leased premises, common areas, furnace or utility closets, storage lockers, storage rooms, nor use any method of heating other than that with which the leased premises is equipped.
6. **LOCKING APARTMENT:** Anytime Landlord is in the Resident's apartment, Landlord will lock all door locks when leaving. Resident should, when leaving the apartment, lock all door locks. If Resident is locked out of the leased premises, the Landlord's lockout service will only unlock the door after the appropriate fee has been paid and proper identification has been provided (must be signatories on the Lease). Lockout service is not a right, but a service provided by the Landlord for an additional fee and is based on availability of staff. Additional keys may be obtained from Landlord's office for a charge of \$5.00 each during normal business hours. A "locked out" fee of \$25.00 will be charged during business hours. After hours, weekends and holidays "locked out" fees are \$35.00 and response time is based on availability of staff.
7. **SATELLITE DISHES / ANTENNAE:** Residents shall at no time erect any type of antenna or satellite dish for radio, television or other purpose on or about the leased premises without the prior written consent of the Landlord. Resident has certain rights to install satellite dishes on the leased premises and if so interested must first contact the Landlord for a copy the "Rules Regarding The Installation Of Satellite Dishes."
8. **HARDWOOD FLOORS:** If the Leased premises have hardwood floors, the Resident must provide carpeting and/or rugs for not less than two-thirds of the living room and hall floor areas and not less than one-third of bedroom floor areas. Resident shall keep the floors clean and free of dirt or grit that could ruin the finish of the floor, agrees not to drag furniture or other heavy objects across the floors, and to wash and wax the floors as necessary to maintain their condition and finish.

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9. **FURNITURE:** If any furniture is provided by Landlord it may not be removed from any part of the leased premises or building by the Resident. All furniture, if any, must be permanently retained in the leased premises. Any furniture removed from the leased premises or building will be the responsibility of the Resident and charged to the Resident at replacement cost upon vacating if the furniture is not in the leased premises.
10. **FACILITIES:** If the Landlord provides parking space, storage area, laundry rooms, play areas, swimming pools or any other facilities outside of the leased premises, same shall be deemed gratuitously provided by Landlord, and that if any person shall use the facilities, such person does so at his own risk and upon the expressed understanding and stipulation that Landlord shall not be liable for any loss of property through theft, casualty, or otherwise, or for any damage or injury whatsoever to person or property unless directly caused by Landlord's negligence. Resident authorizes Landlord to remove and dispose of any trash, debris and/or personal property from the leased premises or any area gratuitously furnished immediately after Resident has vacated the leased premises and to charge Resident under the terms of the Lease.
11. **ACCESS TO THE PREMISES:** Subject to local ordinance and after a good faith effort to give notice, the landlord, and its agents or employees shall have access at all reasonable hours to the leased premises for legitimate purposes including but not limited to examining or exhibiting the premises to prospective buyers, residents, lenders and appraisers, or for making alterations or repairs to the premises which the landlord deems necessary. Landlord shall have access at all reasonable hours to perform Resident(s) requested repairs, unless indicated to the contrary by Resident(s). In the event of an emergency, landlord, its agents or employees shall have immediate access without notice as provided for in the City Housing Code.
12. **COMMON AREAS:** Resident agrees that he shall be liable for any damages to the common areas including but not limited to glass, walls, carpeting, equipment, trees, shrubs and lawn areas caused by Resident, members of Resident's household or Resident's guests, and Resident agrees not to loiter/play in the halls, stairways, laundry rooms or parking areas without the written permission of the Landlord. Sidewalk sales, garage sales, etc. are expressly prohibited without the written permission of the Landlord.
13. **EQUIPMENT:** Resident shall not interfere in any way with any part of the heating, electrical, lighting, plumbing, refrigerating, or laundry apparatus, or controls in or about the leased premises or the building.
14. **BALCONIES/PATIOS/PORCHES:** Resident shall not use the balcony/patio/porch, if any, for storage of any kind and shall at all times keep the balcony/patio/porch free from trash, debris and unsightly furnishings or objects. Resident shall not use the balcony/patio/porch for hanging out of rugs, sheets, blankets, clothing, etc. Patio or lawn type furniture only is permitted on the balcony/patio/porch. Landlord shall have the right to remove from the balcony/patio/porch and dispose of anything that Landlord, at his sole discretion, deems unsightly or a nuisance, at Resident expense. For fire safety there shall be no grilling or cooking on decks, balconies, patios, or porches except in accordance with local ordinances. Electric grills are permitted as well as propane and other LPG gas burners with a liquid capacity not greater than 2.5 lbs. Exceptions are one and two-family dwellings.
15. **SMOKE DETECTORS:** Resident agrees not to disarm, remove batteries or tamper with smoke detectors. Resident further agrees to replace batteries as necessary and to leave a working battery in the smoke detector at the end of the Lease term or any extension thereof. Lessee is responsible for any and all damages to the property that are caused by Resident disarming any smoke detector or failing to replace a battery in order to maintain a smoke detector in working condition.
16. **LIGHT BULBS:** Resident agrees to change light bulbs in all lighting fixtures in the leased premises during the Lease term, and to leave working light bulbs in all lighting fixtures at the end of the Lease term or any extension thereof.
17. **SECURITY DEVICES:** Resident agrees to immediately notify the Landlord, in writing, if any security devices required under the City of Ann Arbor Security Ordinance should fail to operate properly or otherwise fall into disrepair. Upon request, a copy of this Ordinance is available from the Landlord. Resident understands that none of these devices will provide security without proper use on the part of the Resident and Resident agrees to use all security and privacy devices in the manner for which they were intended. Resident recognizes that Landlord does not guarantee or assure Residents personal safety and security. Landlord may charge a reasonable fee for replacing lost keys or changing locks if Resident has jeopardized key security, in Landlord's sole opinion. All costs of repairs for damage to screens, windows, doors and devices such as locks affixed to them shall be paid for by the Resident.
18. **WATERBEDS:** The use of any water-filled articles of furniture, including beds, is strictly prohibited without the written permission of Landlord.

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19. **PERSONAL PROPERTY:** No personal property of any kind shall be placed or kept in or on the halls, lawn, sidewalks, parking areas, side yards, grounds or other common areas, without the written permission of the Landlord.
20. **SWIMMING POOL:** If there is a swimming pool, Resident agrees to abide by all swimming pool policies established by the Landlord. Violation of these policies could result in loss of swimming pool privileges and/or a fifteen (15) day notice to vacate the leased premises. Resident agrees and understands that the failure of the swimming pool to be operational shall have no impact on the rental rate or other terms and conditions of the Lease Agreement. If there is a swimming pool it is gratuitously furnished by Landlord, and that **if any person shall use the swimming pool, such person does so at his own risk and upon the expressed understanding and stipulation that Landlord shall not be liable for any loss of property through theft, casualty or otherwise, or for any damage or injury whatsoever to person or property unless directly caused by Landlord's negligence.**
21. **CHRISTMAS TREES:** For fire safety, only synthetic Christmas trees are permitted in the leased premises.
22. **WASHER-DRYER:** The use of laundry washing and/or drying equipment within the leased premises is expressly prohibited without the written permission of Landlord.
23. **HEATING THE APARTMENT:** Resident shall at all times keep the leased premises sufficiently heated to prevent the freezing of water lines in the leased premises. If any water lines in the leased premises freeze and break, Resident shall be liable for all damages to the leased premises and/or property due to Resident's negligence.
24. **TELEPHONES:** Telephone service is the sole responsibility of the Resident and costs will vary depending upon the service and equipment chosen by Resident. Although the leased premises may appear to be pre-wired, Landlord makes no guarantees regarding the workability of existing telephone lines, jacks or interface boxes. Under no circumstances will the Landlord be responsible for any installation or repair service charges performed for the Resident by any company providing telephone service.
25. **SHOWER CURTAINS:** Resident must provide and use a shower curtain in each shower. Any damage as a result of not doing so will be the sole responsibility of Resident.
26. These Rules and Regulations are made a part of the Lease Agreement as provided for in paragraph 38 of the Lease Agreement.

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LEAD PAINT ADDENDUM

LEAD PAINT DISCLOSURE

Pursuant to the Residential Lead Based Paint Hazard Reduction Act of 1992, the following Disclosure is incorporated by reference and made a part of the lease agreement to which it is attached.

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

Landlord's Disclosure

(A) Presence of lead-based paint or lead-based paint hazards (check one below):

1) Known lead-based paint and/or lead based paint hazards are present in the housing:

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

(Initials)

2) (B) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to the lead-based paint and/or lead-based paint hazards in the housing (list documentation below)

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

(Initials)

Lessee's acknowledgment

Lessee has received copies of all information listed above.

(Initials)

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

(Initials)

Certification of Accuracy

The following parties have received the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate and that this information was provided prior to the execution of the Lease Agreement between the undersigned parties.

Agent Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

**Wilson White Management
Lease Agreement**

RECEIPT OF DISCLOSURES

Resident(s) acknowledges receipt of:

- Lead Based Paint Disclosure Form
- Book: Protect Your Family From Lead in Your Home
- Book: Rights and Duties of Tenants

Landlord:

Name Date

Resident(s):

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date