

LEASE AGREEMENT

1. **Parties to the Lease.** This is a lease agreement by and between Tree City Properties (“Landlord”), whose address is P.O. Box 2032, Ann Arbor, MI 48106 and whose telephone number is (734) 994-8733, and Tenant as set forth on Schedule A, which is hereby made a part of and is incorporated into this Lease.
2. **Description of premises.** See Schedule A.
3. **Term.** Occupancy begins 12 pm on the Start date and ends 12 pm on the End date as set forth on Schedule A. Tenant shall not move in until all payments due Landlord are paid. Tenant shall not occupy premises after End date without Landlord’s written permission.
4. **Rent.** The Tenant agrees to pay the Landlord total rent in *equal monthly installments* as set forth on Schedule A. Rent is due to the Landlord on or before 10 am the 25th day of each month, starting with the month prior to the Start date, until Total Sum is paid. Monthly rent payments shall each be made with one check in full. If rent is paid with multiple payments in any month, each payment (or non-payment if the full monthly installment is not received) shall include an additional \$15 fee. The postal mark on an envelope is not used to determine when rent is received. Additional rent will be assessed and due for any occupancy before the Start date.
5. **Place of payment and notices.** Mail rent payments to: **Tree City Properties, LLC at P.O. Box 2032, Ann Arbor, MI 48106.** Any notices, such as change of address, forwarding address, or other legally required notices, must be sent in writing to Landlord at this same address. If the Landlord has to send the Tenant a legal notice, it will be sent to the address in the description, where it is presumed the Tenant lives during the term of the Lease. The postal mark on the envelope of a letter will determine the date the notice is sent.
6. **Fees.** All rent, late fees, utilities, parking fees or monies owed the Landlord received after 10 am on the 1st of the month will be considered late and should include a **\$75 late fee payment as liquidated damages.** Rent not received in one check may incur multiple late fees as applicable (one for each check written). **Tenant is responsible for an additional late fee of 5% of any rent still due and unpaid by the 15th of the month.** Returned checks are subject to a \$45 fee plus the late fee. The tenant agrees to pay the Landlord the stated late fees along with rent. All payments are first applied to the oldest charge due. Late fees not paid with rent are added to the balance due for the next payment and are considered rent due and may be deducted from the security deposit. Clogged/jammed disposal due to tenants misuse will result in \$45 charge per incident. Utility bills paid for by Landlord on Tenant’s behalf will be subject to a \$15 administrative fee per billing period per utility.
7. **Occupancy.** Occupancy shall be limited to the number stated on Schedule A. If more people sign lease as tenants than are allowed to occupy Premises, this does NOT condone over-occupancy. Tenant shall comply with Law & Lease regarding occupancy. Occupancy is limited to Tenant, dependants & valid Subtenants. Any changes to the composition of the Tenant, either by number or by person, must be agreed to in writing, on this or a subsequent document, by the current Tenant and the Landlord. The rental rate listed on Schedule A only applies to Tenants named on same. Any changes in this list may change the rental rate listed on Schedule A. The Tenant is allowed to use this apartment only as a place to live. Smoking is strictly prohibited inside the house/apartment and anywhere on the premises.
8. **Security Deposit.** The Tenant agrees to pay the security deposit and non-refundable preparation fee as set forth on Schedule A. The Landlord will retain the security deposit at JPMorgan Chase Bank, 2475 W. Stadium Blvd., Ann Arbor, MI 48103. If more than one person signs this lease, then the security deposit shall be returned in one check payable to one person, chosen by Tenants, who shall act as agent of all other persons who have signed this lease or acquired legal rights of occupancy under it, in dividing the security deposit according to any shares the Tenants have agreed upon, and in remitting those shares to each person. Landlord shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any charges against the security deposit made by Landlord, which shall be matters solely for the Tenants to agree upon.

Deductions from the security deposit will be made in the following order of priority: First to be deducted will be any outstanding late fees and/or dishonored check fees; second will be any charges due to repairs or maintenance which were necessary because of the Tenant; third will be any legal fees and/or court costs which are legally chargeable to the Tenant; fourth will be any outstanding utility bills; fifth will be any outstanding deposits; and sixth will be any unpaid rent.

For the Tenant’s protection, the Tenant is required to complete a Commencement Inventory Checklist and return it to the Landlord within 7 days of moving in. The Tenant is entitled to request and receive a copy of the Lease Termination Inventory Checklist which shows what claims were chargeable to the last Tenant

PURSUANT TO THE MICHIGAN SECURITY DEPOSIT ACT, YOU MUST NOTIFY LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER MOVING 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.

9. **Cleaning.** At move-in, the following cleaning will be verified as completed with the Tenant before giving possession of the premises: all floors (including under furniture) are vacuumed including baseboards and air vents. Window sills are vacuumed. Basement emptied and vacuumed. All cabinets empty and surfaces wiped with cleaner. Refrigerator cleaned and spotless. Stove, oven, dishwasher and counters cleaned. Sinks, showers, tubs and toilets are cleaned and free from body oil stains. Kitchen and bathroom floors washed. Carpet shampooed when applicable. Landlord cleaning does not include the following: wall washing, window glass cleaning or blinds cleaning.
10. **Utilities.** The Landlord and the Tenant agree that the responsibility for making all of the arrangements necessary to furnish the utilities, including having billing in his or their names, shall be assigned as set forth in Schedule A. Utility bills paid for by Landlord on Tenant’s behalf will be subject to a \$15 administrative fee per billing period per utility.

The Tenant will pay all bills as listed on Schedule A. The Tenant will furnish all other utilities and agree to make all arrangements necessary to furnish these utilities and to have the billing in their name. Failure to obtain and maintain these basic utilities will be considered

a violation of this Lease and will be grounds for eviction. Any extraneous utilities such as phone, cable TV, etc., are optional and are the full responsibility of the Tenant and must be in Tenant's name.

In the case where utilities are charged to Landlord in one bill, the Tenant will be provided with a bill statement each month depicting the utility amount charged to that unit. The charges are calculated based on the number of Tenants in each unit divided by the total number of Tenants for the entire building. The number of Tenants is always the number of individuals signed on a lease.

Water bill: Tenants whose rental unit consists of a complete house: "Tenant is totally responsible for all charges for water, sewage disposal, and storm sewer services furnished to the premises by the City of Ann Arbor. Tenant understands that no service shall be commenced to the above address until there has been deposited with the Utilities Department a sum sufficient to cover twice the average quarterly bill (\$_____ minimum) and a copy of this lease including any requirement for additional deposit. Tenant agrees that if any quarterly bill exceeds the average bill for that quarter by 50% or more, Tenant will increase the deposit to an amount equal to twice the amount of that quarter's bill. The increased deposit must be provided within 10 calendar days of the City's mailing of the notice to Tenant. Tenant understands that payment of charges for water, sewage disposal, and storm sewer services including any requirement for additional deposit, may be enforced by discontinuing the services to the premises. If there is not a remote readout device, Tenant agrees that lessor/owner may provide the Utilities Department with a key to the premises to have access to the water meter. Tenant further consents to entry by the Utilities Department to the premises for purposes related to access the water meter. Tenant agrees that for purposes of entry for access to the water meter, any notices for entry required from the Landlord/Owner under City Code Section 8:529 (I) may be issued by and in the name of the City of Ann Arbor Utilities Department. Tenant agrees that if entry is refused, the City may immediately shutoff service to the premises."

11. **Possession.** The Tenant may not take possession until they have paid the security deposit, preparation fee, and first month's rent in full. If the Tenant cannot move in until after the date this Lease indicates and the reason the Tenant cannot move in is the Landlord's fault, the Landlord agrees to deduct from the rent that Tenant owes a prorated amount for every day the Tenant was supposed to be able to live in the residence but could not.
12. **Parking.** Parking space shall be provided as set forth in Schedule A. The allocation of this number of parking spaces to the Tenant is subject and contingent upon proof of registration of the parked car in the name of Tenant. Parking spaces may not be reassigned.

Cars may not be parked on the front lawn at any time. Landlord is not responsible for paying any illegal parking tickets. Tenant shall not block driveway. If misuse of parking results in the Landlord towing cars, Tenant or car owner will pay all towing charges plus an additional fee of \$25.00 to the Landlord. **There is no requirement to post signs or give notice before towing.** Landlord assumes no responsibility for damaged cars or for blocked-in cars. The garbage area cannot be blocked by cars on the day of trash pickup. If a dumpster cannot be picked up because of blocked cars the vehicle owner will pay for the cost of a return trip for dumpster pickup. Any of the above conditions may cause a car to be towed at the owner's expense. Tenant will ensure there is an available parking spot for Landlord's use while maintenance is being performed.
13. **Retention of Key.** Landlord has the right to keep a copy of the key to this house/apartment through the term of this Lease. Tenant shall not alter or install new locks on any door to the house/apartment. If Tenant does change or add locks anyway, Tenant must provide Landlord with a copy of all new keys and will be charged the cost of having a locksmith come to re-key the locks to their original state. If Tenant at any time loses/misplaces a key, Tenant agrees to pay a fee of \$45 per room key lost/not returned and \$45 per outside door lock where one or more keys is lost/not returned. This \$45 covers Landlord's cost of re-keying/mastering the lock. Then there will be a \$15 charge per key lost or key replaced due to the re-keying process. Unauthorized copying of keys will also result in fees for rekeying of the locks affected. In case of a Tenant lockout or loss of a key, the cost to let Tenant in apartment or room will be \$50 during the hours of 9 am – 4 pm M-F, and \$75 at all other times, including holidays. **This fee must be paid prior to Landlord unlocking door for Tenant.**
14. **Entry by Landlord.** The Landlord or anyone authorized by the Landlord may enter the residence to inspect, repair, or to show it for sale or for lease at any time during this Lease. Except for an actual or apparent emergency, the Landlord agrees to enter only during reasonable hours, and that he shall make all reasonable efforts to inform the Tenant in advance of his intention to enter. Notice may be verbal, by mail, or note posted on door. A message left on voicemail shall be deemed sufficient notice. If any resident has been notified, this shall be authorization by all residents. A request for maintenance by Tenant is authorization to enter premises for said maintenance.
15. **Pets.** No pets are allowed on premises. Pets/animals are not allowed on premises without written agreement, even temporarily. Tenant + Guest shall never allow or feed/attract any pet/animal/stray on premises, even for a short period of time. **Otherwise Tenant shall pay \$150 additional rent for each month or fraction of month this occurs** and shall also pay a non-refundable extermination fee of \$250 for associated cleaning/extermination & damage.
16. **Furnishings.** This residence is rented furnished unless otherwise stated on Schedule A. All furnishings are provided "as is" and shall not be removed from the unit. If Premises are fully furnished, then Landlord provides: (desk, bed, dresser)/ individual tenant, 1 couch and coffee table & dining table and chairs. Landlord need not supply more furniture than needed for the maximum allowable number of occupants. If Tenant requests furniture as offered above and subsequently does not require it, Landlord may, at his sole discretion, remove pieces of furniture at a cost of \$65 / piece (i.e. \$195 / bed, \$65 / desk etc.). Tenant may not store Landlord's furniture outside, on a porch or in the house basement. Furniture stored in such manner will be considered damaged and Tenant will bear the cost of its replacement. Some furniture in the unit when initially shown to Tenant might be replaced with similar items. Landlord need not change/remove/deliver/swap any furniture after providing furniture for the initial move-in period. No water beds are allowed. Whether furnished or not, Tenant agrees that the Landlord does not supply light bulbs, linens, dishes, cooking utensils, broiler pans, ice trays, shower curtains, mattress pads, toilet paper, or window treatments, even though some apartment inventories do include certain of these items. Landlord only initially supplies light bulbs, batteries & fuses, which Tenant shall replace at his own cost as needed. Any light bulbs missing or burnt out at termination of the lease shall be replaced by Landlord at a cost of \$5 per bulb, charged to the Tenant.
17. **Maintenance; reasonable use.** The Tenant agrees to keep, use, and maintain this residence in accordance with all police, sanitary and other regulations, which all applicable governmental authorities impose on the Tenant. Tenant agrees to report immediately to the Landlord any condition that requires repair. Tenant further agrees to accept responsibility for further damage that may occur as a result of the Tenant's failure to report a need for repair to the Landlord. Landlord agrees to make necessary repairs arising from normal use of the property.

Repairs or replacements required as a result of negligent or excessive use by Tenant or Tenant's guests will be made by Landlord at the expense of the Tenant. Such repairs will be billed at a minimum of \$65 per hour, with a 1-hour minimum. The Tenant agrees to perform reasonable housekeeping to maintain the residence in a clean, neat condition. **Failure to maintain the residence in a sanitary and safe condition may result in a cleaning fee imposed by Landlord.**

Tenant agrees to use only mild detergent on paint (no 409 or ammonia products) and to use only water for cleaning hardwood floors (no Murphy Oil Soap or any other detergents). Tenant agrees not to display any sign, flag, pennant, placard, advertisement, notice, picture, ornament, sticker, or handbill not complementary to the appearance of the building (in the Landlord's sole discretion) in a window, public area, or on the outside of the building without first obtaining written approval from the Landlord. The Landlord can remove any offending object without liability for its destruction.

The Tenant agrees not to remove screens and/or storm windows from the windows and to put the storm windows down in the winter. Tenant agrees to always keep the thermostat set at or above 60° F (so pipes don't freeze and burst).

Dripping faucets and running toilets are a waste of natural resources and the Tenant agrees to report such things to the Landlord who agrees to fix them properly. The Tenant agrees to act responsibly to conserve water and energy.

Tenant also agrees to use toilets only for their primary purpose and never to dispose of sweepings, rubbish, rags, garbage, feminine hygiene products, paper towel, dental floss, Q-tips, sand, gravel or other items likely to clog them. Only toilet paper is disposable in toilet bowls. The Tenant will pay for any damage or unclogging expense that was probably caused by misuse.

Tenant also agrees to dispose of grease, hard rubbish such as bottles and cans, and large cartons in the trash or recycling containers as applicable. Trash must not be set on the ground in paper sacks as dogs or other pests will get into them and will make a terrible mess. The Landlord is not responsible for cleaning up the mess.

The Tenant agrees not to go on the roof of the building or porch for any reason at any time. Violation of this rule by the Tenant or their guests will result in resealing the roof at the Tenant's expense (which is very expensive).

The Tenant is specifically responsible for damages to walls and ceilings. Any walls/ceiling needing repair due to damage caused by Tenant will be billed at a minimum of \$60 per room.

The Tenant agrees that when they take possession of the residence, if there are any repairs or maintenance items not affecting its basic livability that remain to be completed, they will allow the Landlord time to complete them and the Landlord agrees to complete them as soon as possible.

When Tenant requests maintenance, Landlord has Tenant's permission to enter even if no one is home, unless Tenant states otherwise. Tenant shall make maintenance requests to Landlord promptly. Landlord shall not be liable for problems which are handled promptly or are caused by Tenant action/inaction. Landlord has right to do any necessary maintenance/replacement without any rent abatement so long as habitable rooms remain usable (e.g., replace roof, fix/replace foundation, paint exterior/interior, etc.). Scheduling: Landlord has right to schedule maintenance during working hours (9 am – 5:30 pm, Mon-Sat) with proper notice. Occasionally maintenance must occur outside of working hours & Tenant + Guest shall cooperate. No scheduling is needed for work to exterior & common areas. Landlord shall be able to do maintenance whether Tenant is present or not.

Tenant agrees to provide shower curtains and to use them carefully and in such a way as to prevent water from getting on the bathroom floors. Tenant further agrees to immediately mop up water that may accidentally spill on bathroom floors.

Tenant agrees not to remove any screens or storm windows without written permission of the Landlord. (Most storm windows are designed to be stored in the window). A minimum of \$75.00 per window will be charged for any missing or broken storms, screens, or windows. If the cost of repair or replacement for any window exceeds \$75.00, the actual cost will be assessed for that window.

Use of a dehumidifier in basement apartments or finished rooms is mandatory. Tenant is responsible for all damage caused by dehumidifier not being used as needed.

18. Wiring. If Tenant has any electrical/wiring (e.g.: cable TV, phone, etc.) work done, Tenant shall give Landlord prior notice, work shall be done by professionals, and Tenant shall bear all associated costs.

19. Improvements. The Tenant agrees not to improve the residence without the prior, written consent of the Landlord. This means no painting, wallpapering, tiling, wall building, carpentry, and cementing, plumbing or electrical work. Do not do any construction to the residence. No loft beds are to be attached to building or 'stuck' inside. The Landlord does not have to reimburse the Tenant for any improvements unless it's specifically agreed in writing that the Landlord will reimburse the Tenant for such improvements. The Landlord has the final determination of the quality of the aesthetics of any changes made to this house/apartment.

If Tenant makes unapproved changes, then Tenant shall pay Landlord for all costs of restoring Premises to prior condition.

Examples: If Tenant paints walls with unapproved paint, then it would be repainted with Landlord's correct paint & methods.

SATELLITES: Tenants agree not to install any aerial, satellite or antenna without written permission first obtained from Landlord.

WINTERIZING: Tenant agrees not to install weather stripping, caulk, tape, or plastic on any window or door without written permission of the Landlord.

20. Renewal. Landlord may lease premises at any time to subsequent renter without notice. Renewal options must be in writing. If a resident under the prior lease of premises remains under this lease and if occupancy is continuous for consecutive terms, then the move-in inventory checklist for the prior lease shall apply to this lease.

21. Cancellation. The Tenant or Landlord may cancel this lease within 7 days after the Tenant has signed the Lease. However, in no event may the Tenant cancel the Lease within 30 days before the start of the Lease term. The Tenant agrees to notify the Landlord in writing if they wish to cancel. If the Tenant cancels within these parameters, the Landlord agrees to return all deposits or rent received when he receives the written notice of cancellation, minus the application fee and one month's rent as a re-rental and forfeiture charge. If the Tenant lies on the rental application, the Landlord may terminate the lease and the Tenant will forfeit all deposits and rental payments paid. Tenant Default: If Tenant does not make timely payments required before moving-in, then Landlord may deem this cancellation by Tenant, allowing Landlord to terminate Lease upon notice to Tenant.

22. Subleasing. Tenant shall not sublet or assign his/her interest in the agreement without first obtaining the written consent of the Landlord.

Consent shall not unreasonably be withheld. The original signers on the Lease do not lose his or her responsibilities under the original Lease if the subtenant defaults in any way (e.g., does not pay rent or does damage to the building and does not pay for it). **CONDITION FOR CONSENT:** 1) Prospective sub-tenant must have good neutral reference (e.g. previous Landlord). 2) Landlord shall have personal interview with the prospective sub-tenant in person or by phone. 3) Tenant is required to collect a security deposit equal to 1 month's rent from their sub-tenants. Everyone who will live in the residence with the new subtenant must agree in writing that the subtenant is acceptable. The Housing office in the Student Activities Building has sublet leases, information, help, and free advertising for subtenants.

23. **Withholding.** Landlord need not reimburse Tenant for work done by anyone hired by Tenant without Landlord's prior written acceptance. Tenant shall try to resolve all problems with Landlord before withholding payment.
24. **Tenant Liability.** Improper conduct (poor housekeeping, poor cleaning, interference with Landlord's showings, etc.) can hinder leasing Premises for the next term. This can cause property to have vacancies or lower rent (especially campus properties which must be leased far in advance to get full rent). Tenant shall compensate Landlord for this income loss if related to Tenant conduct. If there is improper conduct and Tenant does not correct it after notification, then Landlord may enter & correct it (e.g., clean Premises). Tenant shall bear all costs incurred by Landlord due to Tenant violations of this Lease.
25. **Move-Out Date.** The date the Tenant moves out is determined by when the Tenant has moved all of their possessions from the residence and has returned all of the keys to the Landlord. This shall not be later than noon on the end date specified on Schedule A. Landlord will provide to Tenant, prior to Lease End date, written instructions of where to return the keys.
26. **Holdover tenancy.** Moving out on-time is important. Tenant shall vacate Premises and remove all belongings by noon on Lease End date; otherwise, Tenant shall pay Landlord a daily rental rate of 20% of the stated monthly rental rate for each day or any portion of a day beyond noon on Lease End date. In addition, if Tenant holdover delays move-in of new tenants, this could cause loss of new tenants, resulting in vacancy. Tenant shall be responsible for Landlord's costs & losses associated with this vacancy, as well as any loss of rent payments or costs due to inconvenience of subsequent Tenant. Any agreement for Tenant or his property to remain after Lease End must be in writing. No exceptions!
27. **Storage.** No storage space is provided for Tenant other than the space in closets within the rental unit. Storage will not be permitted on porches, in garages, hallways, basements, furnace rooms, or attics. Tenant agrees that Landlord may remove articles left in such areas at Tenant's expense and without any liability to Landlord whatsoever. Anything left after move-out is deemed abandoned by Tenant & may be discarded without compensation/notice.
28. **Garbage.** Tenant agrees to keep all garbage and trash inside approved covered garbage containers. Tenant also agrees to carry garbage containers to the curb by 7:00 AM on the day designated by the City as garbage pick-up day. Tenant shall be responsible for moving the garbage containers for the months specified on Schedule A. If Tenant fails to properly dispose of garbage, Landlord may remove the garbage and charge Tenant a minimum of \$50.00 for removal of garbage for each occurrence. If the cost of removing the garbage exceeds \$50.00, the actual cost will be assessed. Any debris on lawns or common areas from parties left after 10:00 am will incur a \$150 fee for cleanup.
29. **Safety & Potential Hazards.** Allergies: If Tenant has allergies, then Tenant shall determine that Premises are irritant-free before signing Lease. Tenant shall notify Landlord of any allergy concerns regarding premises before signing this lease. Inspection for Hazard: To assess risk or inspect Premises for potential hazards, Tenant may request an opportunity to inspect Premises prior to signing Lease.
30. **Illicit Drugs.** This lease may be terminated when a person holds over premises for 24 hours following service of a written demand for possession for termination of the lease pursuant to a clause in the lease providing for termination by Landlord if a Tenant, a member of Tenant's household, or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the lease premises. This subdivision applies only if a formal police report has been filed by the Landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. For purposes of the subdivision, "controlled substance" means a substance or a counterfeit substance classified in schedule 1, 2, or 3 pursuant to section 7211 to 7216 of the public health code, 1978 PA 368, MCL 333.7211 to 333.7216.
31. **Use by guests/visitor.** Tenant agrees that no guests are to be allowed in the apartment if the Tenant is not there without first obtaining written consent of all others listed on the Lease. The Landlord's right to ask for and receive additional rent does not constitute a waiver of the Landlord's right to terminate this Lease for a breach of the part of the Lease which does not allow anyone but the Tenant to live in the residence. No person may occupy the residence other than as a short-term guest (short means no longer than one week) without signing the Lease, which requires written approval by the Landlord.
32. **Termination and re-entry.** If the Tenant breaks any conditions of this Lease, the Landlord is permitted to terminate Lease as provided by law. The Tenant agrees to reimburse the Landlord for the cost of eviction proceedings as allowed by law, and to remain liable for rent until the apartment is re-rented. In the event that there are similar residences, which are already available for renting by this Landlord, the Landlord can rent those first.
33. **Insurance.** The Landlord, his agents and/or employees are not responsible for any theft, damage, loss or destruction of the Tenant's or the Tenant's guest's personally property due to fire, water or other casualty or cause. Tenant is strongly encouraged to insure personal property.
34. **Hold harmless.** The Tenant agrees, for themselves, their heirs and executors, to save and hold the Landlord harmless from any and all damages or liability that results from or may arise out of the Tenant's use and occupancy of the premises.
35. **Disasters.** Landlord is not responsible for any personal or property loss or damage due to the loss/failure of electricity, gas, heat, water, refrigeration, telephone, sewer or any other public or privately supplied utility/service because of conditions beyond the control of the Landlord. This includes both Acts of God and man-made failures and shortcomings. Residents also agree to permit Landlord to temporarily turn off utilities for the purposes of performing required maintenance.
36. **Damage to the apartment and untenantability.** If the building is damaged or destroyed by fire, catastrophe, or other Act of God during the term of this Lease, the Landlord shall repair the building as soon as possible so that it is substantially the same as it was before the damage was done. The Landlord agrees that if this Act of God makes the apartment unlivable, he will not charge rent, on a prorated basis, for those days the apartment is unlivable. If the Landlord determines that it is not worth his while to rebuild the residence, he will tell the Tenant

and the Lease will immediately terminate. However, if the building is damaged or destroyed because of the negligence or willful conduct of the Tenant, there shall be no abatement in the rent.

37. **Remedies.** The Landlord's remedies, if the Tenant breaches any Lease provision, are limited to those provided under the Michigan Summary Proceedings Act, MCLA 600.5701 through .5759.
38. **Waiver.** The failure of either the Landlord or the Tenant to enforce a provision under this Lease does not mean that either party has lost their right to enforce that provision. Either the Landlord or the Tenant can enforce it whenever they want.
39. **Severability.** If any clause of this Lease is found to be illegal, than that clause may be removed from the lease and the rest of the Lease remains binding and unaffected.
40. **Lease binding on successors.** The heirs, successor, assigns and representative of both the Landlord and the Tenants shall be bound by all of the clauses in this Lease.
41. **Bankruptcy.** If the Tenant files a petition of bankruptcy, a court declares the Tenant bankrupt, or if that Tenant's estate passes into the hands of a receiver appointed by a court during the term of this Lease, the Landlord may terminate this Lease as long as he provides the Tenant with 30 days notice of his intent to do so.
42. **Quiet Enjoyment.** The Tenant shall be entitled to the quiet enjoyment of the residence during the term of this Lease as long as the Tenant complies with the provisions of this Lease.
43. **Fire escapes & roof.** Fire escapes and roof are for emergencies only.
44. **Joint and Several obligation.** Each individual named as Tenant on this Lease are jointly and severally (individually) liable for all obligations of this Lease. If one individual Tenant fails to pay, any or all of the other individuals named as Tenant or co-signer may be held liable for the entire unpaid amount.
45. **Complete Agreement.** This Lease constitutes the entire agreement between the Landlord and Tenant. Any modifications or additions are valid only if they are in writing and the addendum clause is initialed by both the Landlord and the Tenant. Landlord makes no unwritten promises/warranties/agreements about: service, Lease provisions, occupancy, improvements, condition/configuration of Premises.
46. **Smoking.** Smoking is strictly prohibited in the apartment and/or in the vicinity of the building.
47. **Disclosures.** As required by law, Tenant is hereby provided with the following notices:

a) STATE OF MICHIGAN TRUTH IN RENTING 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.

b) City of Ann Arbor Rights and Duties Notice. **City ordinance requires Landlord to furnish to Tenant/s prior to executing lease a copy of Rights and Duties of Tenants. Tenant/s signatures acknowledges proof of receipt of this booklet.**

c) ANN ARBOR PRIVACY ORDINANCE. **NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HIS/HER 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 AVENUE.**

(d) City of Ann Arbor Truth in Renting Notice. Some things your Landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your lawyer, legal aid society, or tenants union lawyer for their opinions.

(e) Ann Arbor Utility Charges Notice. No owner of rental property shall lease the property without furnishing to the tenant, before the time of entering into the lease, a budget plan. As used in this section, "Budget Plan" means a projection of monthly utility costs for primary heating fuel prepared by the public utility company. *This section shall apply to the rental of all dwelling units for which budget plan information is available from the utility company without charge and in which the tenant is required to pay the owner or the utility company a utility charge for heating fuel in addition to rent.* The budget plan statement shall be in writing, included as part of the leasing agreement, but may be prepared by the owner based on information verbally supplied by the utility company,

- 48. **Signatures below indicate that:** Tenant & Co-signer admit to carefully reading Lease & all attachments, which have been adequately explained by Landlord.
- 49. **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 Tenant place his initials here _____.

Agent Date

Date

Date

Date

Date

Date

Date

Date

Tree City Properties does not discriminate on the basis of race, color, religion, national origin, sex, disability or familial status.