

OXFORD PROPERTY MANAGEMENT, LLC

CAMPUS LEASE AGREEMENT

Ann Arbor, Michigan

THIS LEASE is made on the day set forth on the attached fact page (the “Fact Page”) which is incorporated herein by reference, by and between **OXFORD PROPERTY MANAGEMENT, LLC**, in its capacity as agent for the property owner as set forth on the Fact Page (“**Landlord**”), and those individuals listed on, and whose signatures are set forth on the Fact Page (jointly and severally “**Tenant**”).

AGREEMENTS: By signing this Lease Agreement, and the attached Fact Page, the Landlord and Tenant(s) agree to the following terms and conditions:

1. DESCRIPTION OF PREMISES AND TERM: The Landlord agrees to lease to the Tenant(s) the Premises, as more fully described on the Fact Page for a term beginning at **12:00 noon** on the **Commencement Date** and ending at **12:00 noon** on the **Expiration Date (the “Lease Term”)**.

2. RENTAL RATE: The Tenant(s), jointly and severally, agrees to pay Landlord for the Lease Term (which may be less than 365 days), the Total Rent (as defined on the Fact Page) in equal installments as follows: the first Installment on or before the Commencement Date, and equal Installments thereafter due on the first day of each and every month beginning the first day of the second month after the Commencement Date, to and including the first day of the month in which the Expiration Date occurs. (For purposes of clarification, the total Basic Rent shall be divided by the number of months (whole or partial) in the Lease Term to arrive at the equal Rent Installment payments. Therefore, there shall be no pro-rata for any partial month at the beginning or end of the Lease Term.

RENT IS PAYABLE IN THE FORM OF ONE CHECK AND/OR ELECTRONIC PAYMENT ONLY MADE PAYABLE TO: the Landlord, as designated on the **Fact Page**. Please see **Section 58** below regarding payments.

3. LATE/NSF FEES: Rent payments are due, in advance, on or before the first day of each and every month and are considered delinquent if not received by the Landlord by the 2nd day of the month. There shall be a late fee equal to Five (5.0%) percent of the full rental payment, if the full rental payment, including any additional rent as defined herein, is not received in the Landlord’s office by the close of the business on the fifth (5th) day of the month. There shall be a Fifty Dollar (\$50) charge for each check returned “non-sufficient funds” or otherwise uncollected. After three (3) 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, replacement key charges, parking fees, pet fees and all other related fees and charges are all defined as, and included in “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 Tenant(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 extension thereof, Landlord shall have the right to terminate this Lease upon fifteen (15) days written notice and recover such damages as allowed by law.

4. UTILITIES: **TENANT shall furnish and directly pay for those utilities set forth on the Fact Sheet, which may include Gas, Heat, Water, Electricity and any Cable, internet and/or telephone service.** Tenant agrees to pay the bills for all utilities when due. Landlord shall have no obligation to provide utilities that are the responsibility of Tenant as previously defined. In those Premises where the Tenant provides heat, the Premises must be kept sufficiently heated at all times during the Lease to avoid damage to the Premises, Tenant may not have the heat terminated for any reason and Tenant shall be responsible for any damages caused by Tenant not keeping the heat turned on. Tenant agrees that Landlord shall not be held responsible for any interruptions in utilities services beyond Landlord’s control or due to necessary repairs, replacements or alterations. Landlord has the sole right to designate Tenant’s utilities providers. Failure to place utility bills in Tenant’s name will result in a \$50.00 administrative fee per utility bill invoice, until such time as the utility bills are placed in Tenant’s name.

5. APPLICATION OF PAYMENTS: All monies paid to Landlord by Tenant, or on behalf of Tenant, shall be applied to the Tenant's account in the following manner: first to security deposit, second to outstanding late fees and dishonored check charges; third to outstanding repair charges and lock-out charges; fourth to trash removal charges and other charges provided for in the Lease; fifth to outstanding legal fees and court costs as allowed by law; sixth to outstanding utility bills and seventh to rent.

6. PARKING (Optional): If parking is provided for, as described on the Fact Page, then please refer to **Section 45** of this Lease for the terms and conditions related to those parking privileges. Notwithstanding anything to the contrary, parking is only allowed as may be specifically provided for in this Lease, and any such permission to park shall be a license which may be revoked at any time.

7. SECURITY DEPOSIT: Tenant agrees to pay the Landlord the sum referenced on the Fact Page, (not to exceed 1 ½ times the Rent Installment payment equivalent) as security/damage deposit. In no case is Landlord obligated to apply this deposit to rent or other charges in arrears. If damage caused by the Tenant exceeds the amount on deposit, Tenant agrees to pay the difference to Landlord immediately upon receipt of notice of damage and the damage costs, provided that there are no judicial or mediation questions involved.

The Damage and Security Deposit will be deposited at:

Name of Institution: Bank of Ann Arbor

Address: 125 S. Fifth Ave. Ann Arbor, Michigan

RETURN OF SECURITY DEPOSIT: If only one person signs this Lease as Tenant, Landlord shall return the security deposit in a check or money order payable to that person. If more than one person signs this lease, Landlord and Tenants agree that the security deposit shall be returned to one person, chosen by Tenants (the "Designated Tenant", as set forth on the Fact Sheet), 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. If the Designated Tenant cannot be reached to effect the return of the security deposit, then the security deposit will be returned to one person signing this lease, in a check or money order jointly payable to all Tenants signing this lease. Landlord and Tenants also agree that the security deposit will be returned to the address of the Designated Tenant, as set forth on the attached Fact Page, unless Landlord receives a written notice signed by the Designated Tenant at any time up to and including the 4th day after moving out.

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.

As required by Michigan law regarding use of security deposits, the Landlord will make use of inventory checklists at the beginning and ending of occupancy, and will provide the Tenant an inventory checklist when the Tenant assumes possession of the Premises. The Tenant will note the condition of the Premises and its furnishings and return the form to the Landlord within 7 days. The Tenants are entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the last prior Tenant.

8. OCCUPANCY LEVEL: Occupancy shall be no more than allowed by applicable housing codes and shall be limited to the persons who have signed this lease or acquired legal rights of occupancy under it, and at the above rental rate shall be limited to not more than the Maximum Occupancy set forth on the Fact Sheet.

9. FURNISHINGS: This dwelling unit is rented as **unfurnished**, unless otherwise specified on the Fact Sheet. In the event the Fact Sheet specifically states that certain furnishings are included under this Lease, then the terms and conditions of the Fact Page (or, if provided, the Furnishings Addendum) shall govern. For purposes of this Lease, the term “unfurnished” shall mean that the Landlord shall only provide a stove and refrigerator, unless otherwise specified on the Fact Sheet, and in the event of any discrepancy between this Lease and the Fact Sheet, the Fact Sheet shall govern. Leaving or placing items in or on the Premises, prior to the Commencement Date (including but not limited to items left by prior tenants) is **STRICTLY PROHIBITED** and unless otherwise agreed to in writing by Landlord, any such items may be disposed of at Tenant’s cost and expense. Landlord shall not be responsible for any such items unless specifically agreed to by Landlord in advance and in writing. Any change to included furniture (additions or deletions) after the period which ends thirty (30) days after the first Tenant signs this Lease shall be made only to the extent such furniture and/or storage space is available and then only at Tenant’s sole cost and expense, unless previously agreed to by Tenant and Landlord in writing. The charge for adding or removing furniture from the Premises shall be \$80.00 per hour, per Landlord’s technician, with a minimum charge of \$80.00, plus storage charges, if applicable.

10. OBLIGATION OF CO-TENANTS: Each Tenant under this lease is jointly and severally liable to the Landlord for the rent due. Therefore, each Tenant may be held responsible for the total amount of rent due for the dwelling. This means that if any Tenant fails to pay rent, any one of the other Tenants or any number of the other Tenants may be held liable by the Landlord for the missing and unpaid rent. The defaulting Tenant, however, may remain liable to the other Tenants for the unpaid rent.

11. CITY OF ANN ARBOR TRUTH IN RENTING NOTICE:

Some things your Landlord writes in the lease or says to you may not be a 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 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.

12. 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 AVE.

13. STATE OF MICHIGAN TRUTH IN RENTING NOTICE: “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.”

14. CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE: City ordinance requires Landlord to furnish to Tenant prior to executing lease a copy of *RIGHTS AND DUTIES OF TENANTS*. Tenant’s signature acknowledges receipt of that document (which has been provided in electronic format).

15. DAMAGE TO TENANT'S PROPERTY AND INSURANCE: Unless caused by the Landlord or his agent's negligence and/or failure to maintain the Premises as required by applicable law, the Landlord and/or his agent shall not be responsible for any theft, damage, loss or destruction of personal property of Tenants or their guests due to fire, water, or other casualty or cause.

Tenant is strongly encouraged to insure personal property.

16. MEDIATION (University of Michigan students only): If communication between the Tenant and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue(s) 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.

17. CONDITION OF PREMISES: In accordance with applicable law, Landlord warrants that the Premises are clean, sanitary, and fit for residential use at the time of occupancy and that the Premises will be maintained in compliance with such law. Tenant will give reasonable notice to Landlord of the need for repairs. Landlord agrees to make all necessary repairs to maintain a Certificate of Compliance and Occupancy from the City of Ann Arbor ("City") or other appropriate authority. Violations of the Housing Code must be corrected as prescribed by the City or other appropriate local authority, into another escrow account as permitted by law. Tenant may at any time take other action as provided by law.

18. ENTRY: Tenant's rights to privacy shall be respected. Subject to local ordinance and after a good faith effort to give notice, the Landlord, and its agents shall have access at all reasonable hours to the Premises for legitimate purposes including but not limited to examining or exhibiting the Premises to prospective buyers, tenants, lenders and appraisers, or making alterations or repairs to the Premises which the Landlord deems necessary. Landlord agrees to enter only after knocking, to leave the Premises in as good condition as when entered, to clean and remove dirt and debris that result from performance of maintenance and repairs, and to lock the Premises when leaving. In case of emergency Landlord shall, after making a reasonable effort to contact Tenant, have immediate access to the Premises. "Emergency" includes, but is not limited to fire, running water, storm damage, heating issue and etc.

19. TIME: Landlord and Tenant agree that time is of the essence for the performance of maintenance, repairs, and the payment of rent and that Tenant must vacate the Premises at the conclusion of this lease term. No holdover tenancy is permitted without advance written permission of the Landlord.

20. TERMINATION OF LEASE: If Tenant shall neglect or fail to pay rent, perform or observe any of the covenants herein contained on Tenant's part to be observed and performed, then Landlord shall have all the rights to repossess the Premises as provided by law. The Tenant agrees to indemnify and reimburse Landlord, as provided by law, for all expenses incurred in obtaining possession of the Premises, enforcing Tenant's obligation 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 Premises, for any reason, prior to the expiration of the lease term, Tenant acknowledges that Landlord through his attempts to rent the Premises will incur certain expenses, and therefore Tenant agrees to pay Landlord the sum of one-half one month's Rent Installment payment as liquidated damages which both parties agree are reasonable charges that Landlord will incur in its effort to rent the Premises. Landlord shall re-enter and take possession only by lawful means pursuant to a court order or after the Premises have been surrendered or abandoned by Tenant and shall not re-enter by means of force, lockout, or termination of essential services. In the event of recovery of the Premises by the Landlord, the Landlord shall use his best efforts to re-rent the Premises on reasonable terms. Tenant agrees to pay Landlord any difference between rent agreed upon in this lease and rent collected from re-rental of Premises for the remaining term of this lease.

21. UNFIT FOR OCCUPANCY: If the unit is destroyed by fire or otherwise rendered unfit for occupancy by casualty without the negligence or fault of the Tenant, either the Tenant or the Landlord may terminate this lease immediately by written notice to the other party. If fire or other casualty, without negligence or fault of Tenant, renders the Premises damaged but fit for occupancy, Landlord will restore the unit to its former condition or better as soon as is reasonably possible, with the amount of rent due being pro-rated proportional to the damage until the unit is restored. In the event the fire or other casualty is a result of Tenant's negligence, fault or willful misconduct, there shall be no abatement of rent.

22. USE AND QUIET ENJOYMENT: The Landlord agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the Premises. Tenant agrees to use the Premises for residential purposes only in a quiet, peaceable and lawful manner, and to refrain from any conduct that disturbs the use and quiet enjoyment of Tenants in other premises.

23. OBSERVANCE OF THE LEASE: Landlord shall not be responsible to any Tenant for non-observance of other leases on the part of other tenants and/or neighbors. Landlord will make a reasonable effort to promote observance of the Lease on the part of other Tenants and co-owners as allowed by law. The City of Ann Arbor has a noise ordinance and it is the Tenant's responsibility to become familiar with the provisions of this ordinance.

24. CANCELLATION: Tenant may cancel this Lease Agreement within 5 days after Tenant has signed such agreement, unless this period falls within 90 days prior to the commencement of the term of this agreement, in which case cancellation is prohibited. Tenant shall provide written notice of cancellation to the Landlord signed by all Tenants. Landlord agrees to return all monies upon receipt of such notice except for up to one-half of one month's Rent Installment equivalent which the Landlord may retain as re-rental and cancellation charges.

25. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or assign the Premises in whole or in part without the written consent of the Landlord, which consent will not unreasonably be withheld. Subletting or assignment by less than all of the Tenants requires the written consent of all other Tenants. Any new or replacement Tenant, including subtenants or assignees, must qualify under the then-existing rental policies of the Landlord. In the event of a sublease or assignment, the parties shall be responsible to each other to update and transfer all items related to the agreement, including security deposits, building key/fob (as defined in Section 35), apartment key, parking passes, etc.

Additional furnishings will not be provided or removed for sublets or assignments. Landlord will not accept rent payments from subtenants nor hold their security deposits. In connection with any lease modification, including sublet or assignment, Tenant shall be required to pay the fees as set forth in Section 69, below. Provided Tenant is enrolled as a student in good standing of the University of Michigan, Tenant may obtain a Sublease Agreement, Inventory Checklist and "Rights and Duties of Tenants" booklet at the Off Campus Housing Office of the University of Michigan. Lessor shall, within ten (10) business days of its execution, be provided a copy of the Sublease Agreement signed by Tenant and Sublessor.

26. MODIFICATIONS: This Lease may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns and their respective heirs, personal representatives, successors and assigns.

27. INSOLVENCY: The Tenant agrees that if the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be declared insolvent according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignments shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be cancelled upon fifteen (15) days written notice from the Landlord.

28. FLAMMABLES: The Tenant shall not use or keep flammable or explosive materials in the Premises, common areas, furnace or utility closets, storage rooms, nor use any method of heating other than that with which the Premises is originally equipped by Landlord.

29. LAWFUL USE: Tenant agrees that Tenant, any member of Tenant's household and/or guests or agents of Tenant shall use and occupy the Premises for residential purposes only 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 said Premises; to make no alterations or additions (painting, wallpaper, etc.). Tenant further agrees to refrain from any conduct which disturbs or interferes with the privacy and quiet enjoyment of the other Tenants, the Landlord or Landlord's agents or employees in said building. Indulgence in any abusive or illegal behavior or criminal act may render the Lease null and void at the option of the Landlord and the Landlord may order Tenant to vacate the Premises. Landlord shall not be responsible to any Tenant for the nonobservance of other leases on the part of other Tenants. Landlord will make all reasonable efforts to promote observance of the Lease on the part of other Tenants.

30. CONDUCT: Nothing shall be done by Tenant in or about the Premises which will disturb or interfere with the rights, comforts, convenience, health, safety or welfare of other Tenant's, condominium co-owners or the Landlord, nor shall any unreasonable disturbing noise or odors be allowed at any time in or about the Premises. In the event Tenant, any member of Tenant's household, or Tenant'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 Premises or not, Landlord may terminate this Lease Agreement.

31. ADDITIONAL FACILITIES: It is expressly understood and agreed by Tenant that if the Landlord shall provide parking space, storage area, laundry facility, play areas, or any other facilities outside of the Premises, same shall be deemed gratuitously provided by Landlord, and that if any person shall use the same, 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.

32. MAINTENANCE AND REPAIRS: Tenant agrees to maintain the Premises in a neat and orderly manner. Tenant shall immediately clean anything which Tenant or Tenant's guests spill or drop in the common areas. Maintenance required due to acts of Tenant or Tenant's guests or visitors will be charged to the Tenant. This includes but is not limited to damage to dishwasher, disposal, drains or toilets caused by foreign matter being deposited therein. Additionally, the Tenant is specifically responsible for damage to walls, doors, trim and furniture caused by the use of tape, glue, large nails or stick-on types of wall hangers. If the Tenant fails to notify Landlord of the need for repair in a timely manner resulting in additional damage and/or extra expense to the Premises, Tenant agrees to reimburse Landlord, on demand as additional rent, for all damage resulting from Tenant's negligence in failing to report the needed repair.

33. SPECIAL CONSIDERATIONS: Entries, corridors, stairways, basements and other public areas shall not be obstructed by the Tenant or used for any purpose other than entering or exiting the Premises. Tenant shall not store furniture or personal belongings in any hallway, porch, patio, balcony or mechanical room. Upholstered furniture of any kind (couches, etc.) is not allowed on porches or balconies or anywhere outside the dwelling unit. When rented as a furnished unit, all furniture shall remain on the Premises during the time of the Lease, and shall remain upon the termination and/or end of the Lease term. The yard may not be used for gardening. Roofs may not be used for sunbathing or any other purpose. Bicycles, motorcycles, etc. shall be kept in designated areas. All storm windows are self storing and are not to be removed. The Tenant will be charged for any missing or damaged storms or screens. No method of heating may be used other than that supplied by Landlord.

34. VOICE AND DATA: Voice and Data services are Tenant's responsibility. Under no circumstances will the Landlord be responsible for any installation or repair charges performed for the Tenant by any Voice or Data Company.

35. KEYS AND LOCKS: In the event that a key is lost, a replacement key will be provided to the Tenant for a charge of \$35.00 during normal business hours (or if the Premises are secured by an electronic key system, then in accordance with the Electronic Key section set forth below). In the event of a reassignment and/or sublet, it is the responsibility of the new resident to obtain all non-electronic keys and parking hang tags directly from their assignor/sublessor. Electronic keys/fobs shall be handled as set forth below. The Landlord and its agents shall retain a pass key to the Premises. No lock shall be altered, removed, changed or added by the Tenant, except as provided by local ordinance and subject to the following provisions. In the event Tenant changes any locks, whether permitted or not, Tenant shall be responsible for, and shall pay to landlord all costs and expenses, including labor charges, to restore the original locks. If the Tenant requests that the exterior lock(s) of the Premises be changed, the Landlord shall modify the lock(s) so they operate with different key(s). The request for modification of the lock(s) must be signed by all Tenants and must include a commitment to pay the costs of the lock modification as additional rent with their next rental payment. After receipt of the request, Landlord shall modify the lock(s) within ten (10) days. The modification shall permit the use of a master key. Tenant should, when leaving the Premises, securely lock all doors. If Tenant is locked out of the Premises after normal business hours, the Landlord's lockout service will unlock the door after proper identification has been provided and the individual requesting service has been verified as a Tenant who has signed the lease, for a fee equal to the cost and expense of labor and materials provided by Landlord's technician, which fee shall be billed back to the Tenant as "additional rent". Under no circumstances will entry be provided to anyone that is not on the Lease Agreement. "Locked out" service is not a right but a service provided by the Landlord for the additional fee and is subject to the availability of staff. Anytime Landlord is in Tenant's apartment, Landlord will lock all locks when leaving. Tenant should, when in the apartment or upon leaving, keep all doors locked.

- (a) **Electronic Key.** In the event the Premises are secured by an electronic lock, then by execution of the Fact Page of this Lease, Tenant understands and agrees that: (i) s/he has received an electronic key fob (the "Fob") for

access to the Premises; (ii) if the Fob is lost, stolen, damaged or destroyed there will be a charge of \$50.00 to replace it; (iii) this amount may be deducted from the Security Deposit if not paid prior to move out; (iv) a charge of \$50.00 will be charged to the Security Deposit if the Fob is not returned in good working order at time of move out. The delivery of the Fob is personal to Tenant, and cannot be assigned or transferred to anyone else for any reason, including but not limited to any sub-tenants and/or assignees. Any sub-tenant and/or assignee must register with Landlord, obtain their own electronic key fob, and pay a \$50 sub-tenant/assignment fob fee.

36. TRASH REMOVAL AND RECYCLING: All trash and garbage shall be disposed of in the building's respective containers or dumpster. Residents of single family houses/condominium units are responsible for placing their refuse at curbside for city collection and for the pickup and proper disposal of any debris associated with their trash or its disposal. Tenant will be billed at the rate of \$50.00 per bag for any cleanup necessitated by trash not being properly bagged and disposed of. Tenant agrees to comply with all mandatory and/or voluntary recycling procedures established by the City of Ann Arbor and/or the Landlord. Tenant further agrees to reimburse Landlord for any costs incurred by Landlord that can be attributed to Tenant's non-compliance with this paragraph of the Lease. These costs shall be considered additional rent and due with the Tenant's next rental payment. The City of Ann Arbor will issue a citation and corresponding fine for trash and/or trash containers placed at the curb more than 24 hours in advance of the scheduled pickup or left there more than 24 hours after the scheduled pickup. When it is Tenant's responsibility to place the trash and/or recycle containers at curb side and remove them, any associated fines for noncompliance will be Tenant's responsibility.

37. PETS: Without Landlord's prior written consent, Tenant shall not keep any "pet", including but not limited to dogs, cats, reptiles, fish or other animals, on the Premises. Since pets are not allowed, it is agreed that upon notification from Landlord, Tenant shall remove the pet from the Premises immediately. In addition, in such event, Tenant shall pay \$100.00 per month retroactive to the first month of the Lease Agreement, as compensation for the additional wear and tear caused by the presence of a pet. In addition, Tenant is responsible for all cleaning, extermination and actual repair costs associated with having kept pet(s) on the Premises. Should the Landlord agree to allow the Tenant to have a Pet, such consent will be agreed to in writing and upon terms and conditions acceptable to Landlord, in its sole and absolute discretion, and shall be evidenced with the execution of the Landlord's Pet Addendum.

38. HOLD-OVER: Tenant must vacate the premises promptly at the end of the Lease Term. No holdover tenancy whatsoever shall be allowed, and Tenant shall be responsible for liquidated damages at the daily rate of 1/5 the then current monthly Rent Installment rate, plus reasonable attorney's fees as allowed by law. In addition, Tenant shall also be liable for any consequential damages including hotel/motel and restaurant expenses for the new Tenant. Collection of liquidated damages will not create a tenancy for the holdover period. Any person who refuses to vacate the Premises at the expiration of the lease term as specified herein shall be deemed to be a trespasser without color of title or other possessory interest and shall be subject to immediate eviction as provided by law. Also, any such person shall be responsible for any and all cost associated with such holdover which shall include, but not be limited to, extra cleaning and maintenance costs (which would be required in an expedited manner to get the unit ready for the next Tenant) and any lost rental income from new Tenant(s).

39. DELAY OF POSSESSION: It is agreed and understood that if the Tenant shall be unable to enter into and occupy the Premises hereby on the commencement date, by reason of the holding over of the previous Tenant, or a result of any cause or reason beyond the direct control of the Landlord, then the rent shall abate pro rata based upon the entire lease term for the period the Tenant is unable to occupy said Premises and Landlord shall not be held liable for any damages associated with the delay of possession, but the term of the lease is thereby not extended. Landlord shall determine when the Premises are ready for occupancy.

40. NOTICES: All notices to be given hereunder by either party shall be in writing and given by: (i) personal delivery; or (ii) shall be sent by the US Post Office addressed to the party intended to be notified at the address for that party contained in this Lease Agreement; or (iii) if Tenant has provided an email address to Landlord, by email to that address. Notice is deemed to be given three (3) days after being deposited in any Post Office Box regularly maintained by the U S Post Office with the full address properly placed thereon with postage prepaid, and one (1) day after email transmission.

41. TERMINATION OF TENANCY-UNIT CONDITION: Tenant agrees to return possession of the Premises at the end of the lease term 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 Tenant's failure to adequately clean the

Premises, including the exterior portions when applicable (i.e. porches, yards and parking areas). Such cleaning shall include the removal of all trash and Tenant's furniture and other possessions. This obligation is a contractual one between the undersigned parties, and the Tenant's Damage and Security Deposit shall not be used to offset Tenant's obligations hereunder. Any furniture or personal property remaining in the unit for future residents is strictly prohibited, unless agreed to in writing between Tenant and Landlord, prior to the end of the Lease term, and may, at Landlord's option, be deemed to be abandoned, may be disposed of, or may be subject to additional charges for moving and storage while Landlord prepares the Premises for any future residents.

42. SMOKE DETECTORS: Tenant agrees not to disarm or remove batteries from smoke or carbon monoxide detectors. Tenant further agrees to replace batteries as necessary and to leave a working battery in the smoke detector at the end of the Lease term. Tenant is responsible for any and all damages to the Premises that are caused by the Tenant disarming smoke detector or failing to replace a battery in order to keep a smoke detector functional.

43. LIGHT BULBS: Tenant will change light bulbs in all lighting fixtures in the Premises during the Lease term, and leave working light bulbs in all lighting fixtures at the end of the Lease term.

44. FURNISHINGS AND EQUIPMENT: All furnishings and equipment are in an "AS IS" condition. No water filled furniture shall be allowed on the Premises. Any furniture, whether belonging to the Tenant or Landlord, that is outside the rental unit on a porch, balcony, lawn, etc. may be removed at Landlord's sole discretion at the Tenant's expense. Additional furnishings or changes of furnishings will not be provided for subletting.

45. PARKING: In the event Parking is provided, in accordance with Section 6 above, and pursuant to the Rules and Regulations contained in this Section 45, parking will be in designated areas only which may be assigned on a unit-by-unit or person-by-person basis. It is expressly understood and agreed by the Tenant that if the Landlord shall provide parking space that Tenant is not specifically paying for, such use shall be deemed gratuitously provided by Landlord, and that if any person shall use the same, such person does so at his own risk and upon the expressed understanding and stipulation that Landlord shall not be held liable for any loss of or damage to person, personal property or vehicle(s) through theft, casualty, or otherwise. There is absolutely no parking permitted on lawns, in the front setback (defined as the space between the city sidewalk and front of the building that is outside of the curb cut/driveway), or blocking access to the dumpsters. Improperly parked vehicles will be towed without notice, at vehicle owner's expense. Guests must find parking on adjacent streets. Should a Tenant's illegally parked car prevent a dumpster from being emptied, the Tenant shall pay any costs associated with a re-scheduled trash pickup. This cost will be considered additional rent and due with the Tenant's next rental payment. Unless otherwise agreed to in writing, parking, if available, is not guaranteed or supervised by the Landlord.

Any violation of these rules and regulations may result in the towing of the vehicle without notice, at the vehicle owner's expense. Once a vehicle has been towed, **Oxford Property Management (OPM)** will be unable to assist in retrieving it. If your vehicle is towed, or if you have questions/concerns, please contact the towing company at the number provided on their sign onsite.

- **Vehicles without a properly displayed OPM hang tag for the appropriate year will be towed without notice and at the owner's expense.**
- The hang tag shall be placed on the rearview mirror with the writing facing the windshield so as to be easily visible from the outside of the vehicle.
- Hang tags may only be used by parking lease holders and/or residents provided with parking per their lease agreement. If the lease is renewed, **the resident is responsible for obtaining a new hang tag.**
- All vehicles must be operational and must have current license plates and insurance at all times.
- Park in the designated parking area assigned to you; refer to your hang tag.
- Do not park in front of or otherwise block dumpsters at any time.
- Do not park in designated "No Parking" areas or in fire lanes.
- Do not park on lawns or obstruct sidewalks.
- Your parking space may only be used for parking a licensed, operational motorized road vehicle.
- A replacement fee of **\$25** will be charged for a lost hang tag. If the "lost" hang tag continues to be used, the vehicle will be towed and a fine of **\$250** will be charged to the account of the resident/lessee.
- If a duplicate or counterfeit hang tag is used, the vehicle(s) will be towed and a fine of **\$250** will be charged to the account of the resident/lessee.

- Do not alter the information written on the hang tag.
- All parking areas are on auto-tow and are regularly patrolled by a towing company.
- OPM and/or the towing company will not be responsible for reimbursement of towing/storage fees incurred by residents, subtenants, guests, or trespassers as the result of failure to abide by any portion of the Rules and Regulations, contained in this Section 45 or otherwise posted on-site by OPM.
- It is the sole responsibility of the resident/parking lease holder to inform subtenants/guests/etc. of these rules and regulations.
- OPM shall not be liable for availability of parking spaces or for any injuries or damages to persons or property from any cause related to vehicle owner's use of the lot during the term of the lease. Vehicle owner hereby waives any and all claims against Oxford Property Management and holds Landlord harmless for any such injuries or damages.
- In the event of a lease assignment/sublet, it is the new resident's responsibility to obtain the parking hang tag from the prior resident, and to renew and register the hang tag as applicable.

46. CONTROLLED SUBSTANCE: The Landlord may terminate this Lease upon twenty-four (24) hours written notice if a Tenant, 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 Premises. This provision shall apply only if a formal police report has been filed by the Landlord alleging that the Tenant, member of Tenant's household, or other persons under Tenant's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the 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 Act No. 368 of the public health code, MCL 333.7111 to 333.7216.

47. COUNTER PARTS: All documents associated with this Lease Agreement and Addendum to Lease are valid when signed in counter parts.

48. TERMINATION ALTERNATIVES: If Tenant has occupied the Premises for more than thirteen (13) months, Tenant may terminate the Lease by giving a sixty (60) day written notice to the Landlord if either of the following occur: (a) Tenant has become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Landlord written proof of that eligibility or (b) Tenant has become incapable during the lease term of living independently as certified by a physician in a notarized statement.

A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

49. TENANT'S RESPONSIBILITIES: Tenant acknowledges and agrees that Tenant shall be fully liable to the Landlord or Landlord's subrogee for damages to the Premises and adjoining areas resulting from Tenant's negligence or willful acts, or the negligence or willful acts of anyone on the Premises by reason of association with Tenant, 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 damages renders the Premises wholly or partially un-tenantable. Tenant acknowledges that this liability covers the entire lease term including moving in and moving out and any extension thereof.

50. TENANT'S APPLICATION: It is understood that Tenant's Application for Rental submitted to Landlord is incorporated herein and made part hereof including the information provided with the Application. Tenant acknowledges that Landlord relies on the representations contained in the application. Any falsification or misstatement of any information whatsoever by the Tenant in the Application for Rental shall be grounds for termination of the Lease Agreement.

51. WASHTENAW COUNTY CLEAN INDOOR AIR REGULATION: Tenant shall comply with all requirements of The Washtenaw County Clean Indoor Air Regulation and ensure compliance on the part of members of Tenant's household or Tenant's guests or agents. The Washtenaw County Regulation was approved by the Washtenaw County Board of Commissioners to "Protect the public from the harmful effects of secondhand smoke exposure by substantially prohibiting smoking in public and private worksites and public places."

Landlord may terminate the Lease Agreement if chronic violations of the Washtenaw County Clean Indoor Regulation occur by Tenant, members of Tenant's household or other person under Tenant's control. Chronic violations are defined as three or

more of either Washtenaw Clean Indoor Air Regulation violations and/or written notices by Landlord. To access the Regulation in full, visit website www.eWashtenaw.org or call 734-484-7200.

52. SMOKING: The Premises have been designated as **non-smoking**. Tenant shall not smoke in the Premises or allow members of Tenant's household or Tenant's guests or agents to smoke in the 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 or building entryways. Landlord may terminate the Lease Agreement if chronic violations occur by Tenant, members of Tenant's household or other persons under Tenant's control. Chronic violations are defined as three or more written violation notices from Landlord.

53. ENTIRE AGREEMENT: It is understood and agreed that the Fact Page, this Lease Agreement, any Addendum, the Application for Rental, and any other written and executed documents referenced and attached to the Lease constitute the entire agreement between the Landlord and Tenant 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 Tenant. Tenant specifically acknowledges and agrees that no additional verbal promises, representations, or agreements have been made.

54. ABANDONMENT: If at any time during the term of the Lease Agreement, Landlord believes in good faith the Tenant has abandoned the Premises, and the current rent is unpaid, Landlord may re-enter the Premises and put out the remaining possessions of Tenant 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 Tenant's possessions have been removed, or (2) acquaintances of Tenant or other reliable sources indicate to Landlord that Tenant has left without the intention of reoccupying the Premises. In the event of abandonment by the Tenant, and in the event Tenant 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 Tenant have made a specific written agreement. No oral agreement may alter this provision. Tenant shall reimburse Landlord for all costs incurred by Landlord in removing Tenant's personal property or debris from the Premises, any storage area or common areas.

55. ACCELERATION OF RENT AND MITIGATION OF DAMAGES: In the event Landlord shall re-enter and repossess the Premises due to Tenant's failure to comply with the terms of this Lease Agreement, Tenant'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 Tenant's breach of the Lease Agreement. Landlord has an obligation to minimize Tenant's damages by attempting to re-rent the Premises in which case Tenant would not be liable for the entire accelerated amount. Either party may have a court determine the actual amount owed, if any.

56. LEAD BASED PAINT: Tenant acknowledges that prior to signing this Lease, unless this property is exempt under the regulations, Tenant received a copy of the LEAD BASED PAINT DISCLOSURE FORM completed by the Landlord (which form may have been provided in electronic format), the terms of which are incorporated herein and that Tenant received and reviewed a lead hazard information pamphlet approved by the EPA titled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME."

57. MOLD: Tenant shall remove any visible moisture accumulation in or on the 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 bathrooms, if provided; and keep climate and moisture in the Premises at reasonable levels.

Tenant shall clean and dust the Premises regularly and shall keep the Premises, particularly the kitchen and bath, clean at all times.

Tenant shall promptly notify the Landlord, in writing, of the presence of any of the following conditions:

- a. A water leak, excessive moisture or standing water inside the Premises or any common area;
- b. Mold growth in or on the Premises that persists after Tenant 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.);
- c. A malfunction in any part of the heating, air conditioning or ventilating system in the Premises.

Tenant shall be liable to Landlord for damages sustained in the Premises or to Tenant's person or property as a result of Tenant'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.

58. RENT PAYMENT VIA SINGLE CHECK/ELECTRONIC PAYMENT: Each installment of Rent is due and payable in one (1) check or electronic payment only and is due on or before the first day of each month. Please make arrangements to pay by check or authorized electronic payment. Cash payments shall not be accepted. As multiple checks or electronic payments per month will not be accepted, it is Tenant's responsibility to pool/combine their monies and submit/remittance a single check and/or electronic payment to the Landlord for the entire amount of rent due and payable. In the event multiple payments are in fact made and accepted by Landlord, Landlord shall not be responsible to track or account for allocation of payments made in the event Tenant includes more than one individual, and in the event of multiple checks and/or multiple electronic payments, there shall be a service fee of \$15.00 for each additional check/electronic payment received, which shall be charged with the next due rent payment, as additional rent.

59. 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.

60. SATELLITE DISHES/ANTENNA: Tenant shall at no time erect any type of antenna or satellite dish for radio, television or other purpose on or about the Premises without the prior written consent of the Landlord. Tenant has certain rights to install satellite dishes on the Premises and if so interested should first contact the Landlord for a copy of the "Rules Regarding the Installation of Satellite Dishes."

61. CHRISTMAS TREES: For fire safety, only non-flammable artificial Christmas trees are permitted in the Premises.

62. SHOWER CURTAINS: Tenant must provide and use a shower curtain, where applicable, in each shower. Any damages as a result of not doing so will be the sole responsibility of the Tenant.

63. BALCONIES/PATIOS/PORCHES: Tenant 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. Tenant shall not use the balcony/patio/porch for hanging out of rugs, sheets, blankets, clothing and 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 anything Landlord, at his sole discretion, deems unsightly or a nuisance, at Tenant's expense. For fire safety there shall be no grilling or cooking on decks, balconies, patios, or porches except with propane gas grills. Tenant will not place or permit to remain upholstered furniture which is not intended or designed for outdoor use on exterior porches, balconies, porches, decks, landings or other areas exposed to weather. Tenant acknowledges that the City of Ann Arbor Housing Code prohibits such activity and that the City may remove offending furniture at Tenant's expense. Tenant agrees to reimburse Landlord for all costs associated with Tenant's violation of this paragraph and agrees that any such costs may be charged as additional rent.

64. EQUIPMENT: Tenant shall not interfere in any way with any part of the heating, electrical, lighting, plumbing, and refrigerating or laundry apparatus, or controls in or about Premises or the building.

65. AIR CONDITIONING: If available, the Tenant agrees that Landlord shall not be liable for any stoppage or interruption of air conditioning service for any reason. Tenant 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.

66. WINDOWS: Tenant 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 outside. No shade, awnings, guards, drapes or screens shall be used except those provided or approved by the Landlord. Rags, rugs, dust mops, carpets, or clothing must not be shaken, dusted, or hung from windows, patios, balconies or porches.

67. WASHER-DRYER: See Fact Sheet, and if applicable, see attached Washer/Dryer Addendum.

68. SECURITY DEVICES: Tenant agrees to immediately notify the Landlord, in writing, if any security device 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. Tenant understands that none of these devices will provide security without proper use on the part of the Tenant and Tenant agrees to use all security and privacy devices in the manner for which they were intended. Tenant recognizes that Landlord does not guarantee or assure Tenant's personal safety and

security. Landlord may charge a reasonable fee for replacing lost keys or changing locks if Tenant has jeopardized key security, in Landlord's sole opinion. All cost of repairs for damage to screens, windows, doors and devices such as locks affixed to them shall be paid for by the Tenant.

69. LEASE MODIFICATIONS: Any changes made to the Lease 30 days after the first Tenant signature to the Lease, including but not limited to assignments and/or subletting, will incur charges. These charges include, but are not limited to:

| | |
|--------------------------|---|
| Lease Assignment: | \$100 Administrative Fee per transaction \$100 Application Fee per person added to the lease |
| Sublease: | \$100 Application Fee per person/sublessee |

70. HARDWOOD FLOORS: If the Premises have hardwood floors, the Tenant 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 the bedroom floor areas. Tenant 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.

71. BINDING EFFECT: The word "Tenant" wherever mentioned in this agreement shall be construed to mean either singular or plural, feminine or masculine, and the word "Landlord" shall be construed to mean the Landlord and his 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.

72. SEVERABILITY: If a clause in this Lease Agreement 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 the Lease Agreement

73. NUMBER OF PAGES: Tenant(s) hereby acknowledges that he/she has read the lease Agreement in its entirety consisting of twelve (12) pages.

74. APPLICATION FEE: TENANT agrees to pay the sum of **\$100.00** as a non-refundable Application Fee for processing the Application for Rental (checking references, verifying employment and/or income sources, obtaining credit information and performing a criminal history search) and preparation of the Lease Agreement and related materials. This Fee is a single one time charge and is paid at the time the Application for Rental is placed. It will not be assessed for renewal leases and is not a refundable deposit.

75. RULES: Landlord reserves the right to adopt rules and regulations concerning the use and occupancy of the Premises and Tenant agrees to comply with same after receiving thirty (30) days written notice from Landlord.

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

Oxford Property Management, LLC
PO BOX 8200
Ann Arbor, Michigan 48107
Phone: (734) 995-9200
Fax: (734) 352-6143

Or to such other address as Landlord shall notify Tenant, in writing.

LANDLORD:

TENANT:

OXFORD PROPERTY MANAGEMENT, LLC

By: _____
Its: _____

Date: _____

Date: _____

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

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