

LEASE

This Lease is made on the ___ day of _____, 201___, between PMSI/ (_____) and _____ (TENANT)

1. **DESCRIPTION OF PREMISES** - LANDLORD, in exchange for TENANT'S payment of rent and performance of this Lease Agreement, does lease to TENANT the following premises _____ in the City of Ann Arbor, Washtenaw County, Michigan.
 2. **TERM** - The premises are rented to TENANT commencing on 9/2/2016 through 10:00 a.m., 8/16/2017.
 3. **RENT** - TENANT agrees to pay LANDLORD total rent of \$ 0.00, for the premises and term previously described. Rent shall be paid as follows: \$0.00 on 9/2/2016 and subsequent equal installments of \$ 0.00, beginning the first day of October and continuing on the first day of each month thereafter. TENANTS acknowledge that the last payment covers a period of less than 30 days. A laundry fee of \$0.00 per person per month is charged in addition to rent. Laundry fees totaling \$ 0.00 with the rent of \$ 0.00 for a total monthly payment of \$ 0.00.
 4. **PLACE OF PAYMENT** - Rental payments to LANDLORD shall be sent to the above address unless otherwise directed by LANDLORD in writing. **All rent payments are to be made payable to PMSI**
 5. **LATE FEES/NON-SUFFICIENT FUNDS CHARGES** - In the event any rental installment is not received in LANDLORD'S office by the first day of the month, a \$50.00 charge per installment not received by the first day of the month will be assessed. Any checks returned unpaid will be subject to a \$50.00 charge which shall be in addition to any late charges assessed. Partial payment of a month's rent does not avoid this late fee. After one (1) "NSF" checks or otherwise uncollected checks, LANDLORD shall have the right to require payment by certified check or money order.
 6. **CHRONIC LATE PAYMENT** - Rent is due on the first day of each month, and notwithstanding any other provision in this Lease, the LANDLORD may terminate this Lease if TENANT is chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions during this Lease.
 7. **APPLICATION OF PAYMENTS** - Money paid by TENANT to LANDLORD shall be applied to TENANT'S account in the following manner: First to outstanding late fees and dishonored check charges; second to outstanding repair charges and lock-out charges, third to trash removal charges, fourth to legal fees and/or court costs legally chargeable to TENANT; fifth to outstanding utility bills; and sixth to rent.
 8. **UTILITIES** - LANDLORD shall furnish gas heat _____; hot water _____; cold water _____; gas for cooking _____; electricity _____ Tenant shall furnish electricity _____; gas for cooking _____; gas for hot water and heat _____; water _____. TENANTS agree to assume billing responsibility for their utilities upon taking possession of the premises and will timely make all necessary arrangements therefor. **Houses Only: TENANTS are totally responsible for all charges for water and/or sewage disposal service furnished to the said premises by the City of Ann Arbor. No service shall be provided to the above address until TENANTS deposit with the Department of Utilities a sum sufficient to cover twice the average quarterly bill (\$480.00 minimum) and a copy of this lease. TENANTS understand that payment of charges for water and/or sewage disposal services may be enforced by discontinuing the services to the premises.** TENANT agrees to pay the bills for said utilities when due. LANDLORD shall have no obligation to provide utilities that are the responsibility of TENANT as set forth above. In apartments where the TENANT provides the heat, the premises must be kept sufficiently heated (minimum of 62°) at all times during the Lease to avoid damage to the premises, and the TENANT may not have the heat terminated for any reason. TENANT agrees that LANDLORD shall not be held responsible for any interruptions in utilities services beyond the LANDLORD'S control, or due to necessary repairs, replacements or alterations. LANDLORD has sole right to designate TENANT'S utility or electric/gas service provider. **Failure to place utility bills in the Resident's name will result in a \$150.00 administrative fee per utility bill invoice.** Resident may not install a portable dishwasher, washer, dryer or air conditioner without the Landlord's written permission. If Resident installs any of the above items in violation of this clause, Landlord may bill Resident for any increase in utility bills or other damages which Landlord, in his sole discretion, attributes to the violation.
TENANTS PAYING OWN HEATING COSTS: Your annual heating cost obtained from DTE Energy, prorated monthly is approximately \$ _____ or annually \$ _____. This amount may vary depending on the severity of the winter and the thermostat management practices of the occupants.
 9. **Communications Services** - The premises may include wiring for telephone, broadcast television, cable television or internet services and Landlord may provide wireless internet access at no charge to tenant. Tenant agrees landlord is not responsible for any interruption in service for any reason. Landlord has no obligation to provide any such service and Tenant's lack of access to communications services shall not be a basis for withholding rent or for a reduction in Tenant's rent.
 9. **NON-REFUNDABLE APPLICATION FEE** - The parties acknowledge that the LANDLORD has assessed, and the TENANT has paid a non-refundable application fee of \$50.00 per applicant.
 10. **DAMAGE AND SECURITY DEPOSIT (DEPOSIT)** - TENANT agrees to pay LANDLORD the sum of \$ 0.00 (not to exceed one and one-half month's rent equivalent) as a Deposit, on or within 30 days of original lease signing as a condition of giving possession to TENANT. In no case is LANDLORD obligated to apply this Deposit to rent or other charges in arrears. If damages caused by TENANT exceed the amount on Deposit, TENANT agrees to pay such damages upon receipt of a Notice of Damage, provided there are no judicial or mediation proceedings pending. The Deposit shall be deposited at The Bank of Ann Arbor, Ann Arbor, MI.
INVENTORY CHECKLIST: Tenant shall complete an Inventory Checklist and return it to Landlord within seven (7) days of taking possession of the premises.
 11. **RETURN OF DAMAGE AND SECURITY DEPOSIT** - Each Tenant will be issued a check for the amount of security deposit they paid minus any moneys held for damages, unpaid rents, fees and/or unpaid utilities required per this lease.
- "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."**
12. **FURNISHINGS** - The premises are being leased as furnished/unfurnished (strike one). The term "unfurnished" shall mean that the LANDLORD shall provide only a stove and refrigerator, unless otherwise specified _____.
All furnishings and equipment are leased in "as is" condition, cleaning excepted, and shall not be removed from the premises. The amount of furnishings shall be determined by LANDLORD. In the event any furnishings are removed from the premises or damaged beyond repair, TENANT shall be responsible for the replacement cost of such furnishings.
 13. **PETS PROHIBITED:** It is hereby agreed that under no circumstances will pets, strays or visiting animals be kept in, or allowed about the premises, or fed outside the apartment, at any time, whether by Tenants, visitors, guests or otherwise. If TENANTS violate this condition, TENANTS agree to pay an additional \$200.00 per month that the pet was present on the premises and to immediately remove the pet. In the event of further violation of this provision, TENANTS agree to pay additional monthly rent of \$300.00 for each violation. Failure to comply with this pet prohibition, or failure to promptly remove the pet(s) and forthwith pay the additional rent shall constitute a default of the lease by the Tenant(s).
 14. **OCCUPANCY LEVEL** - The occupancy level shall be established by LANDLORD and shall not exceed applicable housing codes, shall be limited to not more than _____ persons, and shall further be limited to those who have signed this lease or are otherwise legally authorized occupants.
 15. **JOINT AND SEVERAL OBLIGATION** - Each TENANT under the Lease is jointly and severally (individually) liable to LANDLORD for the total rent due for the leased premises. This means that if one TENANT fails to pay rent, any one of the other TENANTS or any number of other TENANTS may be held liable by the LANDLORD.
 16. **KEYS** - LANDLORD may charge TENANT a reasonable amount for replacing lost keys. TENANT shall not change the locks without prior written consent of the LANDLORD. If the locks are changed without LANDLORD'S consent, TENANT shall be responsible for any resulting expenses, including re-keying, subject to any applicable local ordinances.
 17. **DAMAGE TO TENANT'S PROPERTY AND INSURANCE** - Unless caused by the LANDLORD's negligence and/or failure to maintain the premises as required by law, the LANDLORD, his agents and/or employees shall not be responsible for any theft, damage, loss or destruction of personal property of the TENANT or TENANT'S guests due to fire, water or any other casualty or cause. **TENANTS are encouraged to insure personal property.**
 19. **ACCESS TO THE PREMISES** - LANDLORD'S access to the premises shall be controlled by applicable local ordinance or state statute. Except as otherwise provided by law, LANDLORD, its agents, or employees, shall after a good faith effort to give notice, have access at all reasonable hours to the

leased premises for the purpose of examining and/or showing the premises to prospective buyers or prospective residents or for making alterations or repairs on the premises which the LANDLORD deems necessary. LANDLORD shall have access at all reasonable hours to perform TENANT requested repairs. In the event of an emergency, LANDLORD, its agents, and employees shall have immediate access without notice.

20. DAMAGE TO PREMISES AND UNFITNESS - In case the building or improvements on the premises are injured or destroyed in whole or in part by fire or other catastrophe during the term of this Lease, LANDLORD shall immediately effect repairs on the premises, so that they are substantially the same as they were prior to such fire or other catastrophe. In such event, the rent shall abate entirely, if the entire premises are rendered unfit and shall abate on a pro-rata basis in the event only a portion of the premises are rendered unfit, until such time as the premises are restored to a fit condition, provided that in the event the building or improvements shall be destroyed to an extent that LANDLORD determines it inadvisable to restore, then the LANDLORD may at its option terminate this lease by written notice to TENANT. There shall be no abatement of rent if the fire or other cause damaging the leased premises results from the negligence or willful act of TENANTS or a TENANT's family, employees or guests.

21. TENANT'S LIABILITY - The TENANT shall be fully liable to the LANDLORD or LANDLORD'S subrogee in contract and in tort for damages to the leased premises and adjoining areas resulting from the 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 water or fire damage, regardless of whether LANDLORD has casualty or fire insurance covering the loss. This enforcement of this provision shall survive in the event the lease is terminated or held void and is immaterial whether the negligently or willfully caused damage renders the premises wholly or partially unfit.

22. CONDITIONS OF RENEWAL: Should Tenant default in any covenant or condition of this Lease prior to its expiration, the Landlord may, at its option, rescind any renewal of this Lease that it has granted to any one or more of the tenants named herein as permitted by law.

23. QUIET ENJOYMENT - The LANDLORD covenants that the TENANT, on paying the rent and performing under the terms of the Lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the Lease or any extension thereof. Upon written notice from TENANT, LANDLORD shall enforce observance of the Lease on the part of residents of other units as allowed by law.

24. LAWFUL USE - TENANT agrees that TENANT and members of TENANT'S family and guests shall use and occupy the Leased premises for residential purposes only. TENANT further agrees to refrain from any conduct which disturbs or interferes with the privacy and quiet enjoyment of the other TENANTS in said building.

25. CONDUCT - Nothing shall be done by TENANT in or about the leased premises which will disturb or interfere with the rights, comforts, convenience, health, safety or welfare of other TENANT'S or the LANDLORD. Nor shall any unreasonable or disturbing noise or odors be allowed at any time in or about the leased 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 immoral, abusive, criminal or illegal in nature whether such activity occurs on or about the leased premises or not, LANDLORD may terminate this Lease upon 30 days written notice. TENANT agrees to pay all fines or fees assessed against LANDLORD as a result of TENANT'S activities or behavior.

26. TENANT'S RESPONSIBILITIES - TENANT acknowledges and agrees that he shall be responsible for the actions, omission, damages and compliance with the Lease, Addenda, and Rules and Regulations by TENANT, members of TENANT'S household, and TENANT'S guests or agents, including, but not limited to, moving in or moving out throughout the Lease term or any extension thereof.

27. SUBLETTING AND ASSIGNMENT - TENANT shall not sublet or assign the premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld. Subletting by less than all of the TENANTS requires the written consent of the other TENANTS. Additional furnishings shall not be provided for subletting or assignment. A sublet or assignment agreement does not remove the TENANT from responsibility pursuant to this Lease Agreement.

28. SIGNS - TENANT shall have the right to display signs on or in the subject premises indicating that the premises are available for sublet, but for no other purpose. LANDLORD shall have the right to remove all other signs.

29. TERMINATION AND RE ENTRY - Default in any of the covenants of this Lease by TENANT shall entitle LANDLORD to terminate the tenancy and retake possession of the premises as provided by law. TENANT agrees to reimburse LANDLORD for all expenses and damages including but not limited to the loss of rent which LANDLORD may incur by reason of such repossession during the remainder of the lease term as provided by law.

30. ABANDONMENT - If at any time during the term of this Lease, LANDLORD believes in good faith that 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 the TENANT has left personal property on the premises, LANDLORD may dispose of said personal property in any way LANDLORD chooses. This provision shall apply to all items of personal property, except those for which the LANDLORD and TENANT have made specific written agreement. No oral agreement may alter this provision. Any cost incurred by LANDLORD in removing the personal property described herein shall be reimbursed to LANDLORD by TENANT.

31. MAINTENANCE AND REPAIRS - The TENANT agrees to keep, use and maintain the premises rented in accordance with applicable police, sanitary and other regulations imposed by any governmental authorities. TENANT also agrees to maintain the premises in a neat and orderly manner. TENANT agrees to observe all reasonable regulations and requirements of underwriters concerning use and condition of the premises tending to reduce fire hazard and insurance rates. TENANT shall pay for the repair of any damage to the premises caused by TENANT, members of TENANT'S household or his guests or invitees. LANDLORD may require TENANT to pay for such repairs before they are made, provided there are no judicial or mediation proceedings pending. LANDLORD agrees to make all necessary exterior and structural repairs to the premises and to the electric, gas, plumbing, heating and air conditioning systems, if any, which may from time to time become necessary. TENANT agrees not to hold LANDLORD responsible for failure to repair until TENANT has notified LANDLORD of the need for repair and a reasonable amount of time has passed after such notice.

SNOW AND ICE REMOVAL: Tenants living in single family Houses agree they are responsible for removing the snow and ice from all walkways, parking lots, etc. on the leased property, maintaining a safe environment at all times.

32. ALTERATIONS - TENANT shall make no alterations, additions or improvements in or to the premises without LANDLORD'S prior written consent, and then only by licensed contractors in accordance with workmanship and quality standards agreed to in writing in advance by LANDLORD. All alterations, additions or improvements to the premises made by either party shall become the property of the LANDLORD and shall remain upon and be surrendered with the premises at the end of the term. This includes, but shall not be limited to, additional locks, permitted types of hooks on walls, antennae, carpet, paint and other such improvements.

33. HOLD HARMLESS - TENANT agrees for themselves, their heirs, and personal representatives to save, indemnify and hold LANDLORD harmless from any and all damages or liability that results from or arises out of TENANT'S use and occupancy of the premises, provided that such damages or liability do not result from the negligent acts or omissions of LANDLORD, and its agents or employees.

34. NOTICES - Any notices required by this Lease or by law shall be in writing. Notice shall be deemed to have been delivered to the other party upon being stamped with sufficient postage and deposited in a United States mailbox.

35. ENTIRE AGREEMENT - It is agreed that this Lease, the attached Addenda and Rules and Regulations (if any), and the application for rental (if any) constitute the entire agreement between LANDLORD and TENANT and may not be altered, amended or changed in any manner unless in writing, signed by the undersigned parties. The undersigned parties further acknowledge and agree that no additional verbal promises, representations or agreements have been made other than are contained in this lease.

36. SEVERABILITY - If a clause of this Lease is found by a court to be invalid, such findings shall not invalidate or in any other way nullify any of the other clauses or provisions contained in this Lease.

37. BINDING EFFECT - "TENANT" when used in this Lease shall be construed to include either singular or plural, masculine or feminine, and "LANDLORD" shall be construed to mean LANDLORD or its duly authorized agents. This Lease shall be binding jointly and severally upon the parties hereto and their heirs, personal representatives, legal representatives and assigns.

38. NO HOLD-OVER OCCUPANCY - No hold-over occupancy is permitted without the advance written permission of LANDLORD. 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. In an effort to establish a reasonable liquidated damage charge, the parties agree that if the tenant holds over beyond expiration of the lease without written authorization from the landlord to do so, the tenant shall be liable to the landlord at the rate of \$150 per day. In the event the holding over results in the loss of a subsequent tenant to whom the landlord had rented the premises, but to whom the landlord was unable to give possession because of tenant's holding over, tenant shall be liable to the landlord for all rents lost from said subsequent tenant from and after the date tenant actually vacates, subject to credit for sums received by landlord as a result of mitigation of damages.

39. HOLD-OVER TENANCY - It is agreed that if the TENANT continues in possession of the leased premises with the LANDLORD'S consent, as previously provided, then such hold-over shall operate as an extension of the Lease from month to month only. In such event, all of the terms and conditions of this Lease Agreement, except for those pertaining to the term of the Lease shall remain in effect.

40. DELAY OF POSSESSION - Possession of the premises is not guaranteed until LANDLORD deems the premises ready for occupancy. The LANDLORD shall not be liable to TENANT for any delay in possession of the premises due to causes beyond its direct control.

41. PARKING (Optional) - _parking space(s) is/are provided with this Lease Agreement at no additional charge/ a charge of _____ (Strike one), subject to the Rules and Regulations which accompany this Lease.

42. LEAD-BASED PAINT - TENANT acknowledges that prior to signing this Lease, TENANT received, reviewed and signed a copy of the Lead-Based Paint Disclosure form completed by the LANDLORD, the terms of which are incorporated herein by reference and that TENANT received and reviewed a lead hazard information pamphlet approved by EPA titled "Protect Your Family From Lead In Your Home."

43. CONTROLLED SUBSTANCE - The LANDLORD may terminate this Lease upon twenty-four 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 leased premises. For purposes of this provision, "controlled substance" means a substance or counterfeit substance classified in Schedule 1, 2, or 3 pursuant to Sections 7211, 7212, 7213, 7214, 7215, and 7216 of Act No. 368 of the Public Acts of 1978 being Sections 333.7111, 333.7212, 333.7213, 333.7214, 333.7215 and 333.7216 of the Michigan Compiled Laws.

44. TERMINATION OF TENANCY- Unit Condition: TENANT agrees to return possession of the leased premises at the end of the lease term in clean condition, free and clear of trash and debris. This obligation is a contractual one between the undersigned parties and the TENANT'S Security Deposit shall not be used to offset TENANT's obligation hereunder.

45. TERMINATION PURSUANT TO MCL 554.601a - If TENANT has occupied the leased premises for more than thirteen (13) months, he may terminate the Lease by a sixty (60) day written notice to the LANDLORD if either of the following occurs: (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 with 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.

46. WAIVER - No waiver by any party to this Lease Agreement of a breach or default hereunder will be deemed a waiver of any subsequent breach or default of a similar nature by the other party.

47. SERVICEMEMBERS CIVIL RELIEF ACT: If, during the term of this lease, a TENANT enters military service or, if while in military service a Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, that TENANT may terminate his/her obligations under the lease by delivery of a written notice and a copy of the military orders to LANDLORD. The termination will be effective 30 days after the first date on which the next rental payment is due and payable after the notice is delivered. The obligations of other Tenants are not released. LANDLORD may not evict a servicemember or dependents of a servicemember during a period of military service from premises that are occupied primarily as a residence and for which monthly rent does not exceed \$2400 per month. This paragraph is intended to comply with the Servicemembers Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

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.

[Ann Arbor Truth in Renting Notice^](#)

Required by: [City Charter 19.4](#) (Pages 68-70) [Size 11]

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 own lawyer, legal aid society, or tenants union lawyer for their opinions.

[Ann Arbor Privacy Ordinance^](#)

Required by: [City Code Chapter 105, 8:529](#) [Size 14 Bold]

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

[Ann Arbor Rights and Duties of Tenants^](#)

Required by: [City Code Chapter 105, 8:526](#) [Size 12 Bold]

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 booklet.

RULES, REGULATION AND MANAGEMENT POLICY:

For the benefit of all residents and to insure proper use of the premises, the Tenants (or Subtenants) agree to comply with the following as provided by the Lease (or Sublease):

The Tenants, for themselves and their guests, promise and agree to consult, observe and comply with these rules and regulations governing occupancy of the leased premises, the laws of the State of Michigan, and the ordinances of the City of Ann Arbor. The rules and regulations may be rescinded, amended and added to by the Managing Agent as necessary for the proper use, covenant or condition, as allowed by law.

1. Use of waterbeds is strictly prohibited without prior written consent of the Managing Agent.
2. Tenants agree not to do anything, or keep anything, on or about the premises which will in any way increase the risk of fire or which may conflict with fire or insurance regulations. Tenants agree not store anything in the boiler/furnace room.
3. Tenants agree to be responsible for the behavior of their guests and any damage resulting therefrom.
4. Tenants agree not to operate or interfere with any controls (outside of their own apartment) of the building's heating, lighting, air conditioning, laundry or other equipment, and will not enter the boiler room.
5. Tenants agree not to obstruct entrances, public areas, stairs, exits, elevators, driveways, walks and fire escapes.
6. **PARKING:**

Where space is provided, parking is allowed for one vehicle per unit, on the premise for residence only, unless otherwise stated in writing. **At no time can the managing agent or the owner guarantee that your parking spot will be available and that your vehicle will never be blocked in.**

Automobiles parked on the premises without management authorization, or parked in any area other than that assigned by the management, or parked in a manner that interferes with the rights of others or may jeopardize the safety of persons or property, may be ticketed or removed from the premises by the Ann Arbor Police Department as authorized by and at the discretion of the Management Co.

Motorcycles and bicycles are to be parked only in the areas designated by management. No vehicle is to be parked or stored inside of the apartment building, on the lawns, flower or shrub beds, porch, patio, balconies, walkways, under stairways, blocking driveways or anywhere within three feet of the apartment building.

The Management will not be responsible for any towing costs incurred or parking violation tickets issued to residents or their guests who have violated a city ordinance or the parking regulations of the Management. It is the responsibility of the residents to inform their guests of these regulations.

7. Tenants agree not to drive any nails or screws into the walls, floors, tiles, ceilings, woodwork or partitions, or to drill holes, or to fasten any article on any part of the premises, or damage or deface the same. Pictures may be hung provided a "Bulldog" type hanger or pushpin is used. Use of tape, glue, putty or adhesive of any kind is prohibited as they cause damage.
8. If tenant locks self out of apartment, tenant agrees to pay \$75.00 charge for the Management Company to readmit tenant.
The Management Co. after hours EMERGENCY MAINTENANCE number is 734-665-5552.
9. Tenant agrees not to take any furniture out of the apartment/house at any time. No furnishings may be put in the hall, basement, on the porch or the balcony. The Managing Agent is not able to store unwanted furniture for tenants. Tenant agrees to pay labor and/or damage charges occasioned by non-compliance with this rule.
10. Tenant agrees not to use or store weight lifting equipment in the building (weights dropped can crack and crumble concrete floors even under carpeting).
11. Tenants agree not to varnish, paint, paper or decorate any walls, floors, doors, woodwork or cabinets without written permission of Managing Agent.
12. Tenants agree to act reasonably to conserve water and energy, and will report running toilets and faucets to Managing Agent for service.
13. Tenants agree not to install any aerial or antenna without written permission first obtained from Managing Agent.
14. Tenants agree to use toilets only for their primary purpose, and never to dispose of sweepings, rubbish, rags, garbage, sanitary napkins or other items likely to clog them. Tenants agree to purchase a plunger and attempt to unclog toilet before calling maintenance. Any damage or unclogging expense likely occasioned by such misuse will be paid for by Tenants at the actual charge per each occurrence.
15. Tenants agree to store personal property only in the apartment or their storage lockers (if provided).
16. Tenants agree to dispose of grease, hard rubbish, such as bottles and cans, and large cartons in the trash receptacles outside the buildings. Trash must not be set on the ground in paper sacks. The city won't pick up unless everything is inside the cans. Tenants are responsible for taking their trashcans to curbside for the City's scheduled pick-up, and to return cans from the curbside same day. Tenants will be charged \$5.00 for each can maintenance has to take to the curb or to remove from the curbside.
17. Tenants agree to perform reasonable housekeeping to maintain the premises in a clean, neat condition.
 - a. Tenants agree not to display any sign, flag, pennant, placard, advertisement, notice, picture, ornament, sticker or handbill not complementary to the appearance of the building, as determined by the Managing Agent, in a window, in any public area or on the outside of the building without the Managing Agent's written approval first obtained.
 - b. Tenants agree not to remove screens and/or storms from the windows. Tenants will be charged \$50.00 for each storm /screen removed.
 - c. Tenants agree to supply and use a shower curtain if shower doors are not installed.
 - d. In the case of single family homes, if exterminator services are required, such will normally be at the Tenants' expense; specifically, vacating tenants will be held responsible if new tenants discover a problem within the first ten days of occupancy; thereafter services will be at current residents' expense.
 - e. Tenants agree not to put large or hard items in the garbage disposal i.e. carrots, celery, silverware, bottle caps. Tenants will be charged \$45.00 per each occurrence for misuse of garbage disposal.
 - f. Tenants agree not to put Drano, Liquid Plumber, or any other caustic substance down the drains.
18. Tenants agree not to go on the roof of the building for any reason at any time. Violation of this rule by Tenants or guests will result in resealing the roof at the Tenants' expense.
19. Tenants agree not to use attic or basement as sleeping quarters unless the area has been legally approved as such by the City of Ann Arbor.
20. Tenants agree that any locker, storeroom, washing machine, dryer, storage space in building or parking space is furnished gratuitously and is not part of the leased premises. The Managing Agent is not responsible for any loss or damage to any property or to any person making use of same except that caused by Managing Agent's direct negligence. Tenants in making use of such space or equipment do so at tenant's own risk, and Managing Agent is not responsible for any inconvenience caused by loss of use of these items.
21. Tenants agree that Managing Agent does not supply light bulbs, linens, dishes, cooking utensils, broiler pans, microwaves, ice trays, shower curtains or mattress pads, even though some apartment inventories do include certain of these for which Tenant, in these cases, will of course be responsible. Managing Agent is unable to warrant that the existing air conditioning equipment will totally and perfectly cool all parts of the living unit. Tenant accepts the premises with its a/c equipment (if any) in the same condition as when leased.
22. Tenants agree that if upon taking possession of premises repair or maintenance items not affecting basic livability remain to be completed, Managing Agent will have them accomplished as soon as possible.

WITNESS OUR HANDS AND SEALS, THIS _____ DAY OF _____, 20

Managing Agent

Tenant

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

City of Ann Arbor Housing Code Excerpt

8:530. Entry to show premises and time for rental agreements.

- (1) Notwithstanding any other provisions of this chapter, a landlord of residential premises shall not:
 - (a) Enter the leased premises for the purpose of showing the premises to prospective tenants until 70 days of the current lease period has passed; or
 - (b) Enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 70 days of the current lease period has passed.
 - (2) This section does not apply under any of the following conditions:
 - (a) The entry is for the purpose of subletting;
 - (b) The current lease period is less than 9 months in its entirety;
 - (c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of premises;
 - (d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.
 - (3) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
 - (4) If there is no written lease, then the landlord shall provide a copy of this entire code section, upon which is written the term of the current unwritten lease, to each tenant, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
 - (5) A violation of this section shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute.
- (Ord. No. 7-06, § 1, 3-20-06; Ord. No. 08-01, § 1, 1-22-08)

I acknowledge receipt of a copy of this ordinance.

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