

LEASE

This lease is made on the _____ day of _____, 202____,

between

(i) HALIHE LLC (hereafter LANDLORD)

and

(ii) _____
_____ (hereafter

TENANT).

COVENANTS

- DESCRIPTION AND CONDITION OF PREMISES.** LANDLORD rents to TENANT the dwelling at 914 - 918 South State Street, Apartment _____, Ann Arbor, MI 48104 (the Premises). The premises are / are not furnished (strike one). All furnishings in furnished premises are part of the Premises. TENANT has received a move-in inventory checklist. The Premises are conclusively presumed to be in good condition at move-in, unless TENANT specifies objections on that checklist and returns a completed copy of it to LANDLORD within seven (7) days after receiving the list, in accordance with Paragraph 10 of this lease. The move-in inventory checklist is not a request for repairs.
- TERM AND POSSESSION.** This lease begins on _____ and ends on _____. Possession will not be provided until the first month's rent, security deposit, and any application fees are paid. If the Premises are not ready on the date this lease commences, the sole damage for which LANDLORD shall be liable to TENANT is the full abatement of TENANT'S prorated rent from the date this lease commences to the day the TENANT takes possession.
- RENT.** TENANT shall pay LANDLORD total rent for the term of \$_____. Rent shall be paid in equal monthly installments of \$_____, due on the first of each month, beginning with the second month (first month is collected before move-in). LANDLORD may require installments to be paid with certified funds, money orders, and/or in a single payment. Rent is paid only when actually received by LANDLORD.
- PARKING (Optional).** _____ parking space(s) is/are provided with this Lease at a monthly charge of **\$80.00** per vehicle, subject to Rules and Regulations which accompany this Lease, in addition to rent.

	Payment per Month	Payment per Term
Rent		
Parking		
Total		

5. **PLACE OF PAYMENT AND NOTICES.** Notice to TENANT shall be delivered or sent to the Premises. Payment of rent or other charge due from TENANT and notices to LANDLORD shall be delivered or sent to the following:

HALIHE LLC
c/o: Arbor Maintenance
P.O. Box 7846
Ann Arbor, MI 48107

Notice required by this lease or by law shall be in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States mailbox.

6. **LATE FEES AND DISHONORED CHECKS.** TENANT shall pay a late fee to LANDLORD of **\$10.00** for rent that is three (3) days late, and TENANT shall pay an additional late fee of **\$10.00** for rent that is four (4) days late or more. Partial payment of a month's rent does not abate late fees. In addition to late fees, TENANT shall owe LANDLORD **\$20.00** for any check to LANDLORD that is dishonored. After one (1) "Non-Sufficient Funds (NSF)" check or otherwise uncollected check, LANDLORD shall have the right to require payment by cash, certified check or money order.
7. **CHRONIC LATE PAYMENT OF RENT.** Rent is due on the first of each month, and notwithstanding Paragraph 5, 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.
8. **APPLICATION OF MONEY FROM TENANTS.** Money received by LANDLORD from TENANT or on their behalf shall be applied to TENANT'S account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by TENANT; second to maintenance and repair costs chargeable to TENANT; third to legal fees and court costs legally chargeable to TENANT, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of TENANT; fifth to deposits or portions thereof from the TENANT; sixth to rent. Restrictive endorsements on a check or statement on a check or statements in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.
9. **DEFAULT AND REMEDIES.** TENANT'S noncompliance with any covenant of this lease is a default. If TENANT defaults, LANDLORD may have all remedies legally permitted, including termination of this tenancy. LANDLORD, upon written notice to TENANT, also may cancel any renewal, lease extension, or lease for a future term that LANDLORD and TENANT have executed. TENANT shall reimburse LANDLORD for all legal fees, costs, and expenses legally recoverable in such actions and for all damage caused by their default, including costs of re-renting the Premises and all rent for the remainder of the term and succeeding terms that LANDLORD does not collect through mitigation. If other premises owned or managed by LANDLORD are available for lease, it shall not be unreasonable for LANDLORD to lease such other premises prior to re-renting this lease's Premises. From the date of execution, time is of the essence of this lease.
10. **UTILITIES.** TENANT shall put utilities for the Premises into their names, maintain uninterrupted service throughout the term, and timely pay all utility bills, including electricity, cable/internet, and telephone. **Failure to place utility bills in the TENANT'S name will result in a \$150.00 administrative fee per utility bill invoice.** TENANT shall pay any penalties imposed by utility providers because of late payment of original bills. TENANTS agree 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. TENANT may not install a portable dishwasher, washer, dryer or air conditioner without the LANDLORD'S written permission. If TENANT installs any of the above items in violation of this covenant, LANDLORD may bill TENANT for any increase in utility bills or other damages which LANDLORD, in her sole discretion, attributes to the violation.

COMMUNICATION SERVICES: The premises may include wiring for telephone, broadcast or cable television, or internet services. 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 reduction in Rent.

11. DAMAGE AND SECURITY DEPOSIT (DEPOSIT). TENANT shall pay LANDLORD the sum of \$_____ (not to exceed one and one-half month's rent equivalent) as a Deposit 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 **Chase Bank, Stadium Branch, Ann Arbor, MI**. The name and address of the surety company providing a bond for your deposit is **Farm Bureau Insurance, Manchester, MI**.

INVENTORY CHECKLIST: TENANT shall complete an Inventory Checklist and return it to the LANDLORD within seven (7) days of taking possession of the Premises.

12. RETURN OF DAMAGE AND SECURITY DEPOSIT. The Deposit, minus any moneys held for damages, unpaid rents, fees and/or unpaid utilities required per this lease, shall be returned in a check payable to all TENANTS named in this lease, or may be returned entirely to one TENANT if all other TENANTS named in this lease have so authorized LANDLORD in writing. Notices regarding the Deposit shall be addressed to LANDLORD at the address in Paragraph 4.

13. 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.

14. KEYS. LANDLORD may retain a key to the Premises throughout the lease. TENANT shall not change the locks without LANDLORD'S prior written consent, and TENANT shall immediately provide LANDLORD with a key to any new lock if the locks are changed. LANDLORD may charge TENANT a reasonable amount for replacing lost keys and for assisting TENANT in gaining entry to the Premises.

15. ENTRY BY LANDLORD. LANDLORD or its agents may enter the Premises in an emergency to perform repairs, maintenance, code inspection, appraisals, insurance inspection, or other purposes reasonably related to the operation of the building, and to show the Premises for sale or lease. Except during an actual or apparent emergency, all entries shall be made during reasonable hours, and LANDLORD or its agent shall make reasonable efforts to inform TENANT of its intention to enter and shall attempt to establish a mutually acceptable time.

16. MAINTENANCE. TENANT shall use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. TENANT shall maintain the Premises in a neat and orderly manner. TENANT will 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 all damage to the Premises and structure of which they are a part, including fire and flood damage, caused by TENANT, their guests or invitees; they shall reimburse LANDLORD for all permit, inspection, and certification costs LANDLORD incurs because of noncompliance with this lease or applicable laws, and they shall reimburse LANDLORD for all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Nothing in this clause shall waive or lessen LANDLORD'S obligation to maintain and repair the Premises under Michigan law, but LANDLORD is not liable for any loss that accrues to the TENANT because of LANDLORD'S action in reasonably fulfilling its obligations hereunder.

- 17. HOLD HARMLESS.** TENANT agrees for themselves, their heirs, and personal representatives, to hold LANDLORD harmless from all damages, loss, including lost rents, or liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them.
- 18. INSURANCE.** LANDLORD and its agents are not responsible for theft of personal property of TENANT, their guests or invitees; or for damage, loss, or destruction of personal property of TENANT, their guests or invitees, from any cause, including acts or omissions of third parties, unless caused by LANDLORD'S failure to perform or negligent performance of a duty imposed by law. **TENANT IS SPECIFICALLY ENCOURAGED TO INSURE THEIR PERSONAL PROPERTY.**
- 19. ALTERATIONS.** Alterations to the Premises without LANDLORD'S prior written consent are prohibited. LANDLORD is not liable to reimburse TENANT for any alteration, unless agreed in writing. Alterations are the property of LANDLORD. Upon lease expiration or earlier termination, however, LANDLORD may designate, in writing, alterations it wishes to have removed, and TENANT, at their expense, shall remove them promptly and repair any damage caused thereby.
- 20. RETURN OF PREMISES.** TENANT shall return the Premises at the expiration of the term (or earlier termination) in as good a condition as when received, reasonable wear and tear excepted. Early surrender of the Premises, including surrender accepted in writing, shall not extinguish any of TENANT'S obligations to perform under this lease, including payment of all rent reserved.
- 21. CAPTIONS.** Paragraph captions are solely to assist with identification. They are of no legal significance.
- 22. WAIVER.** Failure by LANDLORD to enforce a provision of this lease on one (1) or more occasions is not a continuing waiver of LANDLORD'S right to enforce the provision.
- 23. PETS PROHIBITED.** No pets, strays or visiting animals are allowed in the Premises, or about the Premises, or fed outside the apartment, at any time, whether by TENANT, visitors, guests, or invitees. If at any time during this lease there are pets in the Premises, TENANT shall pay LANDLORD the additional total sum of **\$450.00**, plus any additional costs for damages incurred. In the event of further violation of this provision, TENANT agrees 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.
- 24. SEVERABILITY.** A court ruling that a clause of this lease is invalid or the parties' written agreement that they no longer shall observe one or more lease provisions, shall not invalidate any other clauses of this lease.
- 25. 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, including Managing Agent. This lease shall be binding jointly and severally upon the parties hereto and their heirs, personal representatives, legal representatives and assigns.
- 26. LAWFUL USE AND QUIET ENJOYMENT.** TENANT shall comply with all applicable laws and ordinances: use of the Premises for residential purposes only, and refrain from all conduct that unreasonably disturbs each other, other Tenants or neighbors of the building. No business of any sort shall be located in or conducted from the Premises. TENANT shall be entitled to the quiet enjoyment of the Premises throughout this lease so long as they comply with its covenants.
- 27. UNFITNESS.** If the Premises become wholly unfit because of fire or other casualty, LANDLORD may cancel this lease by notifying TENANT in writing, and TENANT shall surrender the Premises to the LANDLORD. If for the same reasons the Premises become partially unfit, or wholly unfit without LANDLORD cancelling the lease, LANDLORD shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are unfit, unless the unfitness is

caused by negligence or intentional misconduct of TENANT, their guests or invitees, in which case Rent shall not abate. LANDLORD is not liable for failure to repair until TENANT has notified LANDLORD of the need for repair and a reasonable time to make the repair has passed thereafter. If fifty percent (50%) or more of the Premises are untenable, the Premises are "wholly untenable".

- 28. ASSIGNMENT, SUBLETTING, AND OCCUPANCY.** TENANT shall not assign this lease or sublet the Premises, or any part thereof, without prior written permission of LANDLORD, which shall not be denied unreasonably. Only those listed herein as TENANT may occupy the Premises. LANDLORD may evaluate proposed assignees and sub-tenants as it would evaluate prospective tenants, including whether they are acceptable to remaining prime TENANTS.
- 29. ABANDONMENT.** If during this lease, LANDLORD believes in good faith that TENANT has abandoned the Premises and current rent is unpaid, LANDLORD may re-enter the Premises and remove the remaining possessions of TENANT without liability therefore. Abandonment is conclusively presumed if rent is unpaid for fifteen (15) days following the due date and (i) a substantial portion of TENANT'S possessions have been removed or (ii) acquaintances of TENANT or other reliable sources indicate to LANDLORD that TENANT has left without intending to re-occupy the Premises. If TENANT abandons or surrenders the Premises at any time and leaves personal property there, LANDLORD may dispose of it however LANDLORD chooses, and TENANT shall reimburse LANDLORD for all costs incurred in that regard.
- 30. HOLDING OVER.** TENANT shall vacate the Premises on or before the expiration date of the lease. If TENANT retains possession thereafter without LANDLORD'S written permission, LANDLORD has thirty (30) days from the last day of the lease to sue TENANT for possession under section 600.5714 (1)(c)(ii) of the Michigan Summary Proceedings Act (Summary proceedings to recover possession of premises; holding over by tenant or occupant of public housing or by tenant of mobile home park). If suit is not begun within that time, the tenancy shall continue on a month to month basis from the date the lease expires, and all other covenants of the lease shall remain in full force and effect. Rent, however, shall increase by twenty percent (20%), beginning on the first day after lease expiration, regardless of whether suit is brought. Acceptance of money by LANDLORD from TENANT during the thirty (30) days following expiration of the lease does not waive LANDLORD'S right to seek possession as described in this paragraph, and TENANT shall compensate LANDLORD for all damages caused by their unauthorized holdover.
- 31. LIMITED CANCELLATION RIGHTS.** A TENANT who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to LANDLORD if: (i) TENANT has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides LANDLORD with written proof thereof, or (ii) TENANT has become incapable during the term of living independently, as certified by a physician in a notarized statement. Election to cancel under this paragraph is limited to the TENANT to whom the foregoing applies, and the lease continues in full force and effect for remaining TENANTS.
- 32. ENTIRE AGREEMENT.** This lease is the parties' entire agreement, and they enter it voluntarily. There are no other agreements that are part of this lease unless specifically enumerated herein, TENANT'S application to lease is incorporated herein, and TENANT covenants that the information supplied in that application was and continues to be accurate.
- 33. MEDIATION.** All parties to this lease agree that the University of Michigan Mediation Service will act as mediator in any dispute involving University of Michigan students that may arise between the parties and that:
 - a. All parties will make a reasonable and good faith effort to settle such disputes through mediation;
 - b. Any party to this lease may request mediation;

- c. Mediators 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.

REQUIRED DISCLOSURES:

Michigan Security Deposit Act Notice:

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.

Michigan Truth in Renting Act 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.

Rights of domestic violence victims:

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.

City of Ann Arbor Truth in Renting:

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 repair, rights to withhold rent or 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 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:

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.

Ann Arbor Rights and Duties of Tenants:

Upon the execution of this lease, a tenant is entitled to receive a copy of the booklet provided by the City Clerk concerning the legal rights of tenants. By executing this lease, the tenant acknowledges receipt of such a booklet prior to execution of the lease.

RULES, REGULATION AND MANAGEMENT POLICY:

For the benefit of all residents and to ensure proper use of the Premises, TENANT (or Sub-TENANT) agrees to comply with the following as provided by the lease (or sub-lease):

TENANT promises and agrees 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 LANDLORD as necessary for proper use, or condition of the Premises, as allowed by law.

1. Use of waterbeds is strictly prohibited without prior written consent of the LANDLORD.
2. TENANT agrees not to do anything, or keep anything, on or about the premises which will in any way increase the risk of fire and/or which may conflict with fire or insurance regulations. TENANT agrees not to store anything in the boiler/furnace room.
3. TENANT agrees to be responsible for the behavior of their guests and any damage resulting therefrom.
4. TENANT agrees 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. TENANT agrees not to obstruct entrances, public areas, stairs, exits, driveways, walks and fire escapes.
6. **PARKING:** Where space is provided, parking is allowed for residents only, unless otherwise stated in writing. **At no time can the LANDLORD guarantee that your parking spot will be available and that your vehicle will never be blocked in.** Automobiles parked 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 or other towing company, at the automobile owner's expense, as authorized by and at the discretion of the LANDLORD. 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 building, on the lawns, flower or shrub beds, walkways, under stairways, or driveways without prior written authorization.
7. TENANT agrees not to drive any nails or screws into the 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" hardware or pushpin is used. Use of tape, glue, putty or adhesive of any kind is prohibited.
8. If TENANT locks herself or himself out of the Premises, TENANT agrees to pay **\$75.00** charge for LANDLORD to readmit TENANT.
9. TENANT agrees not to take any furniture out of the apartment at any time. No furnishings may be put in the hall, basement, or balcony. LANDLORD 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 varnish, paint, paper or decorate any walls, floors, doors, woodwork or cabinets without written permission of the Managing Agent.
11. TENANT agrees to act reasonably to conserve water and energy, and will report running toilets and faucets to the Managing Agent for service.
12. TENANT agrees not to install any aerial antenna without written permission of the Managing Agent.
13. TENANT agrees 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. TENANT agrees to purchase a plunger and attempt to unclog toilet before calling the Managing Agent. Any damage or unclogging expense likely occasioned by such misuse will be paid for by TENANT at the actual charge per each occurrence.
14. TENANT agrees to dispose of grease, hard rubbish, and large (unrecyclable) cartons in the trash receptacles outside the building. Trash must not be set on the ground in paper/plastic sacks.
15. TENANT agrees not to put large or hard items in the garbage disposal, i.e. carrots, silverware, bottle caps, etc. Tenants will be charged **\$60.00** per each occurrence for misuse of garbage disposal.
16. TENANT agrees not to go on the roof of the building for any reason at any time. Violation of this rule by TENANT or TENANT's guests may result in resealing the roof at TENANT's expense.
17. TENANT agrees that the storage room, laundry room, and parking space are not part of the leased premises. LANDLORD is not responsible for any loss or damage to any property or to any person

making use of same except that caused by LANDLORD's direct negligence. TENANT who uses such space or equipment does so at TENANT's' own risk.

Tenant

Date

Tenant

Tenant

Tenant

Elizabeth Sturgis, Managing Agent
Arbor Maintenance, Inc.