

EMU Apartments LLC

C/O

Three Oaks Properties LLC

509 W. Forest Ave., #105, Ypsilanti, MI 48197

Mailing Address: P.O. Box 981244, Ypsilanti, MI 48198

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APARTMENT/HOUSE RENTAL LEASE

Read all agreements BEFORE SIGNING. Sign all attachments.

This lease is made on the _____ day of _____, 20____, between EMU Apartments LLC (“Owner”) and _____, (“Resident(s”).

Three Oaks Properties LLC is hereby authorized to execute this lease as “Agent” for Owner.

AGREEMENTS: By signing this lease, Owner and Resident(s) agree to the following terms:

1. **DESCRIPTION OF PREMISES AND TERM:** Owner agrees to rent to Resident(s) the dwelling located at:

201 N. Huron St., Apartment # _____, Ypsilanti, MI, 48197 for a term beginning at **12:00 noon on _____, 20____** and ending at **12:00 noon on _____, 20____**.

2. **RENTAL RATE :** Resident(s) agree to pay Owner for the above rental term the total sum of

\$ _____ in periodic installments as follows:

\$ _____ **Monthly** DUE ON THE 1ST DAY OF EACH MONTH OF THE LEASE TERM

Resident(s) agree **AUGUST IS A FULL PAYMENT** (not prorated). Initial Here: _____

3. **MONTHLY PAYMENTS:** Resident(s) agree that monthly rent and fees must be paid with one payment per apartment/house. Payments may be made with a combination of personal checks, money orders, cashier’s checks or online payments, but must be mailed or delivered to Owner together. If a portion of the payment is paid online, the date of the transaction and the confirmation number must be submitted with the balance of the payment. If Resident(s) fail to submit monthly rent and fees in one payment per apartment/house, a **\$25 Multiple Payment Fee** will be charged to the Resident’(s) account. Cash payments will not be accepted.

4. **APPLICATION OF PAYMENTS:** Money paid by Resident(s) to Owner shall be applied to Resident’(s) account in the following manner: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Resident(s); second to maintenance and repair costs chargeable to Resident(s); third to legal fees and court costs legally chargeable to Resident(s), including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Resident(s); fifth to deposits or portions thereof due from Resident(s); sixth to charges, fines, and assessments against Owner caused by Resident(s); seventh to rent.

5. **UTILITIES:** Gas and Water are included in the monthly rental rate. Electricity is to be provided by Resident(s) and shall be put in Resident’(s) name in advance of the move-in date. If cost for electricity after Resident’(s) move-in date is paid by Owner, Resident(s) must reimburse Owner for such amount plus seventy five dollars (\$75) for administrative costs.

6. **PARKING (Optional):** _____ parking space(s) are provided with this lease for an additional fee of **\$190.00 per space, per year**. Guests must find parking on adjacent streets or **Resident(s) may purchase guests a temporary parking pass (subject to availability) from Owner during business hours for \$5.00 per twenty-four (24) hour period up to five (5) consecutive days**. It is expressly understood and agreed by the Resident(s) that if the Owner

shall provide parking space for Resident(s) or Resident'(s) guests, same shall be deemed gratuitously provided by Owner, and that if any person shall use the same, such person does so at their own risk and upon the expressed understanding and stipulation that Owner 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 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 dumpsters. Improperly parked vehicles will be towed without notice. Should Resident'(s) or their guest'(s) parked car prevent a dumpster from being emptied, the Resident(s) agree to pay any costs associated with a re-scheduled trash pickup. This cost will be considered additional rent and due with Resident(s) next rental payment. Unless otherwise agreed to in writing, parking, if available, is not guaranteed or supervised by Owner.

7. **SECURITY DEPOSIT:** Resident(s) agree to deposit with Owner the sum of \$ _____, not to exceed 1 ½ month's rent equivalent, as security/damage deposit. In no case is Owner obligated to apply this deposit to rent or other charges in arrears. If damage caused by Resident(s) exceeds the amount on deposit, Resident(s) agree to pay for such immediately upon receipt of notice of damage and the damage costs. **Security Deposit is bonded by Owner with Michigan Insurance Company.**

RETURN OF SECURITY DEPOSIT: If only one person signs this lease as Resident, Owner shall return the security deposit in a check or money order payable to that person. If more than one person signs this lease, Owner and Residents agree that the security deposit shall be returned as follows:

The security deposit shall be returned in a check or money order payable to one person, chosen by Residents, 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 Residents have agreed upon, and in remitting those shares to each person. Owner 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 Owner, which shall be matters solely for the Residents to agree upon. The person named to act as agent for the return of the

security deposit shall be _____. If this person 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 Residents signing this lease.

Owner and Resident(s) also agree that the security deposit will be returned to the following address unless Owner receives a written notice signed by the responsible Resident at any time up to and including the 4th day after moving out.

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Owner will provide Resident(s) with an **Inventory Checklist** when the Resident(s) assumes possession of the rental unit. **The Resident(s) will note the condition of the unit and its furnishings and return the form to the Owner within seven (7) days.** Resident(s) are entitled to receive a copy of the last ending Inventory Checklist which shows what claims were charged to the last prior Resident(s).

You must notify your Landlord in writing within four (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.

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 _____ **person(s)**.
9. **LATE/NSF FEES:** Rent payments are due, in advance, on the first day of each and every month and are considered delinquent if not received by the Owner on the 2nd day of the month. There shall be a **Late Fee of Forty Five**

Dollars (\$45) if the full rental payment, including any additional rent as defined herein, is not received in Owner's office by close of business on the sixth (6th) day of the month. *If the 6th falls on a weekend or holiday, payment must be received by the last business day prior to the 6th.* There shall be a **Seventy Five Dollar (\$75) charge for each check or online payment (though PayLease.com) returned as "non-sufficient funds"** or otherwise uncollected. After two (2) NSF checks, online payments or otherwise uncollected checks, Owner shall have the right to require payment by cashier's check or money order. Late fees, returned check charges, legal fees and court costs as allowed by law, repair charges, lock-out charges, unpaid utility bills, costs for re-scheduling the dumping of trash containers when illegally blocked are all defined as additional rent. Additional rent charges may be deducted from the Damage and Security Deposit at the end of the lease term or any extension thereof. In the event Resident(s) rent payment is late on three (3) or more occasions during the term of this lease or during any consecutive twelve (12) month period of time, Owner shall have the right to terminate this lease upon fifteen (15) days written notice and recover such damages as allowed by law.

10. FURNISHINGS: This dwelling unit is rented as unfurnished. The term "unfurnished" shall mean that the Owner will provide a stove and refrigerator unless otherwise specified here: **None.**
11. OBLIGATION OF CO-RESIDENTS: Each Resident under this lease is jointly and severally liable to the Owner for the rent due and each Resident may be held responsible for the total amount of rent due for the dwelling. **This means that if any Resident fails to pay rent, any one of the other Residents or any number of the other Residents may be held liable by Owner for the missing and unpaid rent.** The defaulting Resident, however, may remain liable to the other Resident(s) for the unpaid rent.
12. 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."
13. DAMAGE TO RESIDENT'S PROPERTY AND INSURANCE: Unless caused by Owner's or its agent's negligence and/or failure to maintain the dwelling unit as required by applicable law, Owner and/or its agents shall not be responsible for any theft, damage, loss or destruction of personal property of Resident(s) or their guests due to fire, water, or other casualty or cause. **Resident(s) are encouraged to insure personal property.**
14. CONDITION OF PREMISES: In accordance with applicable law, Owner 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. **Resident(s) will give reasonable notice to Owner of the need for repairs by submitting an online maintenance request from Owner's website or by delivering a written maintenance request to Owner's office.** Owner agrees to make all necessary repairs to maintain a Certificate of Compliance and Occupancy from the City or other appropriate authority. Any repairs made necessary by Resident(s) or their guests will be assessed to Resident(s) as additional rent and must be paid within thirty (30) days of Owner sending an invoice for same.
15. ENTRY: Resident(s) rights to privacy shall be respected. Owner and its agents have the right to enter to make repairs and to show the premises to prospective Resident(s) at reasonable times provided that a good faith effort is made to notify Resident(s) and arrange for a mutually convenient time to do so. Owner agrees to enter only after knocking, to leave the premises in as good condition as when entered, to clean and remove dirt or debris that result from performance of maintenance and repairs, and to lock the rental unit when leaving unless otherwise requested by the Resident(s).
16. NO HOLDOVER TENANCY: No holdover tenancy is permitted without advance written permission of Owner. In the event Resident(s) hold over without Owner's written consent, rent shall be charged at double the last rental rate paid by Resident(s).
17. TERMINATION OF TENANCY: If Resident(s) fail to meet terms of this lease; Owner may elect to terminate the lease, re-enter, and take possession of the premises, in accordance with the statutes of the State of Michigan, and only after providing written notice to Resident(s). Owner shall re-enter and take possession only by lawful means. In the event of recovery of the premises by Owner, Owner shall use its best efforts to re-rent the premises on reasonable terms. Resident(s) agree to pay Owner any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of this lease.

18. UNTENANTABLE CONDITIONS: If the unit leased is destroyed by fire or otherwise rendered untenable by casualty without the negligence or fault of the Resident(s), either the Resident(s) or the Owner may terminate this lease immediately by written notice to the other party. If fire or other casualty, without negligence or fault of Resident(s), render the unit damaged but tenantable, Owner 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.
19. QUIET ENJOYMENT: Resident(s), on paying rent and performing under the terms of this lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease or any extension thereof. The Owner agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the premises.
20. LAWFUL USE: Resident(s) agree that any member of Resident'(s) household and/or guests or agents of Resident(s) 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 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; and to make no alterations or additions (painting, wallpaper, etc.) without the Owner's approval. In the event Resident(s), any member of Resident'(s) household, or Resident'(s) guests or agents engage in any acts or behavior that are abusive, criminal or illegal in nature, whether such activity occurs on or about the leased premises or not, Owner may terminate the Resident'(s) tenancy.
21. CANCELLATION: Resident(s) may cancel this lease or application for it within ten (10) days after Resident(s) have signed such agreements or applications, unless this period falls within thirty (30) days prior to the commencement of the term of this lease, in which case cancellation may only occur if Owner consents. Resident(s) shall provide written notice of cancellation to Owner signed by all Resident(s) or Applicant(s). Owner agrees to return all monies upon receipt of such notice except for up to one-half of one month's rent equivalent which the Owner may retain as re-rental and cancellation charges.
22. SUBLETTING ASSIGNMENT: Resident(s) will not sublet or assign the premises in whole or in part without the written consent of the Owner, which will not be unreasonably withheld. Co-Residents will not unreasonably prevent their fellow Residents from subleasing or assigning their interests in this lease. Resident(s) may obtain a Sublease Agreement and Inventory Checklist at the Housing Information Office. Owner shall be provided a copy of the Sublease Agreement signed by Resident(s) and subtenants.
23. ADDITIONAL FACILITIES: It is expressly understood and agreed by the Resident(s) that if the Owner shall provide parking space, storage area, laundry facility, child play areas, designated pet areas or any other facilities outside of the demised premises, same shall be deemed gratuitously provided by the expressed understanding and stipulation that Owner 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. Use of the laundry and other additional facilities shall be restricted to Residents only.
24. RULES, REGULATIONS AND REPAIRS: Resident(s) agree to keep, use and maintain the premises in accordance with applicable police, sanitary and other regulations imposed by governmental authorities. Resident(s) agree to abide by and insure that all members of Resident'(s) household and Resident'(s) guests and agents abide by and conform to the "Rules and Regulations" of this lease and any addenda which are attached hereto and made a part of thirty (30) days in advance of such amendment. Any violation of said "Rules and Regulations" shall constitute a breach of this lease and shall automatically give Owner the right to evict Resident(s) from the premises as provided by law. Resident(s) also agree to maintain the premises in a neat and orderly manner in accordance with the Three Oaks Resident Handbook. The Owner shall also clean the common areas of the building as necessary, including the removal and disposal of all unapproved porch furniture. Resident(s) are expected to cooperate in this respect and shall clean anything that the Resident(s) or their guests spill or drop in the premises and/or common areas.
25. RESIDENT'(S) LIABILITY: Resident(s) shall be fully liable to Owner or Owner's subrogee for damages to the leased premises and adjoining areas resulting from the RESIDENT'(S) negligence or willful acts, or the negligence or willful acts of anyone on the premises by reason of association with LESSEE, including but not limited to fire damage, regardless of whether OWNER has casualty or fire insurance. 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 un-tenantable. **Maintenance required due to acts of Resident(s), members of Resident'(s) household or Resident'(s) guests will be charged to the Resident(s) in accordance with the Three Oaks Resident Handbook.** This includes but is not limited to damage to dishwasher, disposal, drains or toilets caused by foreign matter being deposited therein. Additionally, Resident(s) are 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 Resident(s) fail to notify Owner of the need for a repair in a timely manner, and said failure results in additional damage and/or extra expense to the leased premises, Resident(s) agree to reimburse Owner, on demand as additional rent, for all damage resulting from Resident'(s) negligence in failing to report the needed repair. This includes any excessive water usage or leaks on the premises.

26. **SPECIAL CONSIDERATIONS: Entries, corridors, stairways, basements and other public areas shall not be obstructed by the Resident(s) or used for any purpose other than entering or exiting the premises. Resident(s) shall not store furniture or personal belongings in any hallway, porch, patio, balcony or mechanical room.** 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. Written permission is required before Resident(s) install any air-conditioning unit. **Resident(s) will be charged for any missing or damaged storm windows or screens.**
27. **LITTER AND OUTDOOR FURNITURE:** Resident(s) will not place or permit to remain upholstered furniture which is not intended or designed for outdoor use on exterior porches, balconies, decks, landings or other areas exposed to weather. The Owner must approve all porch furniture. Resident(s) acknowledge that the City of Ypsilanti Code of Ordinances defines "Litter" as including furniture and overstuffed furniture when not fully enclosed in a structure. Furniture designed and manufactured as outdoor furniture is excluded as "litter" so long as it is in good condition. Resident(s) agree to reimburse Owner for all costs associated with Resident'(s) violation of this paragraph and agrees that any such costs may be charged as additional rent.
28. **KEYS AND LOCKS:** If a Unit or Mailbox Key is bent, broken or lost, a replacement key will be provided to Resident(s) at the following rate: **\$30-35/Key.** If a Building Key (exterior) is bent, broken or lost, a replacement key will be provided to Resident(s) at the following rates: **\$35/Bent/Broken Key, \$400/Lost Key.** If any or all keys are not returned to the Owner upon move-out, Resident(s) will be charged the following rates: **\$35/Unit and \$30/Mailbox Key, \$400/Building Key (exterior).** The Owner and its agents shall retain a pass key to the leased premises. No lock shall be altered, removed, changed or added by the Resident(s), except as provided by local ordinance and subject to the following provisions: If Resident(s) request the exterior lock(s) of the leased premises be changed, Owner shall modify the lock(s) so they operate with different keys. The request for modification of the lock(s) must be signed by all Resident(s) 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, Owner shall modify the lock(s) within ten (10) days. The modification shall permit the use of a master key. Resident(s) should, when leaving the premises, securely lock all doors. **If Resident(s) are locked out of their premises after normal business hours, the Owner's lockout service will unlock the door after the seventy five dollar (\$75) lockout fee has been paid in advance and proper identification has been provided.** "Locked out" service is not a right, but a service provided by the Owner for the additional fee and is subject to the availability of staff.
29. **ACCESS TO THE PREMISES:** Subject to local ordinance and after a good faith effort to give notice, the Owner, and its agents or employees shall have access at all reasonable hours to the leased premises for legitimate purposes including but not limited to examining or exhibiting the premises to prospective buyers, residents, lenders and appraisers, or for making alterations or repairs to the premises which the Owner deems necessary. Owner shall have access at all reasonable hours to perform Resident(s) requested repairs, unless indicated to the contrary by Resident(s). **In the event of an emergency, Owner, its agents or employees shall have immediate access without notice as provided for in the City Housing Code.**
30. **INSPECTION FORMS:** It is the Resident(s) obligation to complete the **MOVE-IN CHECKLIST** noting the condition of the premises (including cleanliness and furnishings) and **return it to the Owner within seven (7) days after taking occupancy and again upon departing.** This protects Resident(s) against security deposit charges for pre-existing damages.
31. **TRASH REMOVAL AND RECYCLING:** All trash and garbage shall be disposed of in heavy-duty plastic bags with minimal size rating of thirty (30) gallons. Bags should be securely tied and placed inside the container provided by the Owner. Residents of single-family houses are responsible for placing their refuse at curbside for city collection. Resident(s) agree to comply with all mandatory recycling procedures established by the City and/or Owner.

Resident(s) further agree to reimburse Owner for any costs incurred by Owner that can be attributed to Resident'(s) non-compliance with this paragraph thirty one (31) of the lease. These costs shall be considered additional rent and will be due with the Resident'(s) next rental payment.

32. **UTILITIES:** In those premises where the Resident(s) provide utilities (heat, electric or water), the utilities must be kept on. Resident(s) must keep the premises heated at all times during the heating season. **Resident(s) are responsible for any and all damage to the property caused by their failure to keep the utilities on and/or the premises heated. Resident(s) may not have the utilities terminated for any reason.** Resident(s) agree that Owner shall not be held responsible for any interruption in utility services beyond the Owner's control or due to necessary repairs, replacements or alterations. Owner shall have the sole right to designate Resident'(s) electric and/or gas provider.
33. **ANIMALS/PETS:** ANIMALS/PETS ARE NOT ALLOWED: Except as required by the Fair Housing Act, animals/pets are not allowed on the premises at any time. Any violation of this clause of this lease agreement shall be grounds for immediate termination of Resident's tenancy and Landlord may assess a pet fee of **\$500.00**. A Tenant seeking a reasonable accommodation under the Fair Housing Act must provide documentation from a qualified professional that the individual is disabled or that the requested accommodation is necessary for the Resident to enjoy the unit as someone without a disability. **Resident(s) shall not keep any dogs, cats, reptiles or other animals on the premises without Owner's approval.** If a complaint and/or problem arise because of a pet, Resident(s) shall be notified of such and shall remove the pet from the premises immediately. Resident(s) are responsible for all cleaning, extermination and repair costs associated with keeping pets on the premises.
34. **ABANDONMENT:** If, at any time during the term of this lease, Owner believes in good faith Resident(s) have abandoned the premises and the current rent is unpaid, Owner may retake possession of the premises. In the event of abandonment by Resident(s) and in the event Resident(s) have left any personal property on the premises, Owner may dispose of said personal property in any way Owner chooses. No oral agreement may alter this provision. Any cost incurred by Owner in removing the personal property shall be reimbursed to Owner by Resident(s).
35. **TERMINATION:** No holdover occupancy is permitted without the advance written permission of Owner. 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 possessor 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, including but not limited to extra cleaning and maintenance costs, which would be required in an expedited manner to prepare the leased premises for subsequent Resident(s), as well as any lost rental income from new Resident(s).
36. **DELAY OF POSSESSION:** It is agreed and understood if Resident(s) shall be unable to enter into and occupy the premises hereby leased on the commencement date, for any reason, then the rent shall abate pro rata based upon the entire lease term for the period Resident(s) are unable to occupy said premises, but the term of the lease is thereby not extended. Owner shall determine when the premises are ready for occupancy.
37. **WRITTEN NOTICES:** Any written notice, demand, request, or other communication required, permitted or desired under this lease shall be in writing and shall be deemed delivered when (i) hand delivered, (ii) three (3) business days after being deposited in the United States registered/certified mail, regular mail with delivery confirmation, regular mail with return receipt requested (postage prepaid), (iii) one (1) business day after being deposited with an overnight delivery service or (iv) when transmitted by email or other facsimile transmission, answer back requested, at the address indicated on Page 1 of this lease (or such other addresses designated by proper notice).
38. **TERMINATION OF TENANCY-UNIT CONDITION:** **Resident(s) agree 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 includes exterior portions of the premises when applicable (i.e. porches, yards and parking areas). This obligation is a contractual one between the undersigned parties.
39. **BINDING EFFECT:** The word "Resident(s)" wherever mentioned in this agreement shall be construed to mean either singular or plural, feminine or masculine, and the word "Owner" shall be construed to mean the Owner and its duly authorized agents, and this lease shall be binding jointly and severally upon the parties hereto, and their respective heirs, executors, administrators, successors, legal representatives and assigns.
40. **SMOKE and CO (Carbon Monoxide) DETECTORS:** **Resident(s) agree not to disarm or remove batteries from smoke and CO detectors. Resident(s) further agree to replace batteries as necessary and to leave a working battery in the smoke and/or CO detector(s) at the end of the lease term.** If the smoke detector is found disarmed

resident(s) will be charged a fee of \$75/occurrence. Resident(s) are responsible for any and all damages to the property that is caused by the Resident(s) disarming smoke and CO detectors or failing to replace a battery in order to keep a smoke and/or CO detector functional.

41. **LIGHT BULBS:** Resident(s) 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. Owner is responsible for all appliance bulbs (refrigerators, ovens, hoods etc.)
42. **FURNISHINGS AND EQUIPMENT:** The furniture and appliances provided for the leased premises are listed on the Move-in Checklist. All furnishings and equipment are leased in an “as is” condition. **No water filled furniture shall be allowed on the premises.** Any furniture, whether belonging to Resident(s) or Owner, that is outside the rental unit on a porch, balcony, lawn, etc. may be removed at Owner’s sole discretion at Resident’s expense. Additional furnishings or changes of furnishings will not be provided for subletting.
43. **SNOW REMOVAL:** Resident(s) of single-family dwellings are responsible for all snow removal.
44. **CONTROLLED SUBSTANCE:** Owner may terminate this lease upon **24 hours written notice** if Resident(s) or a member of their household or other person under the Resident’s control has unlawfully manufactured, delivered, possessed with the intent to deliver, or possessed a controlled substance on the premises. This provision shall apply only if a formal police report has been filed. For purposes of this provision, “controlled substance” means a substance or counterfeit substance classified in schedule 1, 2, or 3 pursuant to Sections 7211 to 7216 of the Public Health Code, MCL 333.7111 to 333.7216. Smoking, growing or cultivating marijuana is prohibited anywhere in or on the premises, regardless of whether Resident(s) or any other person is a qualifying patient under the Michigan Medical Marijuana Act.
45. **ADDITIONAL COSTS:** Any additional costs associated with any item(s) in this lease, any addenda to the lease or the Three Oaks Resident Handbook shall be considered additional rent and will be due with the Resident’s next rental payment.
46. **COUNTER PARTS:** All documents and addenda associated with this lease are valid when signed in counter parts.
47. **INSURANCE:** Unless caused by Owner’s negligence and/or failure to maintain the dwelling unit as required by law, Owner, its agents and/or employees shall not be responsible for any theft, damage, loss or destruction of personal property of the Resident(s) due to fire, water, sewer backup, or other casualty or cause. **Resident(s) are responsible for insuring their personal property.**
48. **MCL 554.601a:** If you have occupied your rental unit for more than thirteen (13) months, you may terminate your lease by a sixty (60) day written notice to the Owner if either of the following occurs:
 - (a) You have become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provide the Owner with written proof of that eligibility, or
 - (b) You have become incapable during the lease term of living independently as certified by a physician in a notarized statement.
49. **SIGNS AND PROJECTIONS:** No sign, signal, illumination, advertisement, notice, projection, or any other lettering or equipment shall be exhibited, inscribed, painted, affixed, or exposed on any part of the exterior of the building or interior windows.
50. **BASEMENT/ATTIC:** Resident(s) agree that any basement or attic spaces are not to be used for habitation.
51. **RESIDENT’S RESPONSIBILITIES:** It is understood that Resident’s application for rental submitted to Owner is incorporated herein and made a part hereof including the information provided with the application. Resident(s) acknowledge that Owner relies on the representations contained in the application. **Any falsification or misstatement of any information whatsoever by the Resident(s) in the application for rental shall be grounds for termination of the lease.**
52. **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.”

53. Violence or Threats of Violence: Landlord may terminate this lease with 7 days notice if Tenant, a member of Tenant's household or a person under Tenant's control while on real property owned or managed by Landlord causes or threatens physical injury to another person.

54. DOMESTIC VIOLENCE: A Resident 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.

55. CONTACT IN EVENT OF DEATH OR EMERGENCY: Resident(s) authorize Owner, its agents and/or employees to contact the following named authorized person in the event of Resident's death or other emergency:

Name _____ Address _____

Phone _____ Email _____

Name _____ Address _____

Phone _____ Email _____

Name _____ Address _____

Phone _____ Email _____

Name _____ Address _____

Phone _____ Email _____

56. SERVICEMEMBERS CIVIL RELIEF ACT: If, during the term of this lease, Resident enters military service or, if while in military service Resident 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, Resident may terminate this lease by delivery of a written notice and a copy of the military orders to Owner. The termination will be effective thirty (30) days after the first date on which the next rental payment is due and payable after the notice is delivered. Owner 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 the statutory amount (adjusted for inflation) 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.

57. ENTIRE AGREEMENT: It is agreed that this lease and any and all addenda executed between the parties constitutes the entire agreement between Owner and Resident(s) and may not be altered, amended or changed in any manner unless in writing signed by both of the parties. Resident(s) further acknowledge and agree that no verbal promises, representations or agreements have been made other than are contained in this lease and the related documents described.

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO ALL THE TERMS AND CONDITIONS OF THE FOREGOING RENTAL LEASE DATED THIS _____ DAY OF _____, 20_____.

SIGNATURES (Read lease and all other attached agreements before signing)

LEASE GUARANTOR (Sign attached "Lease Guarantee Agreement"):

Three Oaks Properties LLC, as Agent for the Owner

By: _____ (Signature)

Name: William J. Godfrey Title: Manager (Title within Three Oaks Properties LLC)

Resident Date

Resident Date

Resident Date

Resident Date