



# LEASE AGREEMENT

This LEASE is made on the **11th day of October 2010**, between **828 GREENE LLC**, whose address is **3860 Deer Glen Dr. Ann Arbor, MI 48108** (Landlord ) and TENANT: XXXXXXXXXXXXXXXXXXXXXXX .

**DESCRIPTION OF PREMISES** – LANDLORD, in exchange for TENANT payment of rent and performance of this LEASE Agreement, does LEASE to TENANT the following premises: **Apt \_\_\_\_\_ at 828 Greene Street, Ann Arbor, MI 48104**, Washtenaw County.

1. **TERM** – The premises are rented to TENANT commencing on **September 1<sup>st</sup>, 2011 through 12:00 noon of August 24<sup>th</sup>, 2012** and continuing on the first day of each month thereafter, including the first day of **August 2012** or as follows.
2. **RENT** – TENANT agrees to pay LANDLORD total rent of **\$46,080.00**, for the premises and term previously described. Rent shall be paid as follows: **\$3,840.00** on **September 1<sup>st</sup>, 2010** and subsequent equal installments of **\$ 3,840.00** beginning **October 1<sup>st</sup>, 2010** and continuing on the first day of each month thereafter, including the first day of **August 2011** or as follows.
3. **PLACE OF PAYMENT** – Rental payments to LANDLORD shall be sent to **3860 Deer Glen Dr Ann Arbor, MI 48108**, unless otherwise directed by LANDLORD in writing.
4. **LATE FEES/NON-SUFFICIENT FUNDS CHARGES** – In the event any rental installment is not received in LANDLORD’S office by the Fifth (5) day of the month, a Twenty-five (**\$25.00**) Dollar charge will be assessed. An TENANT shall pay an additional late fee of five Dollars (**\$5**) per day for rent that is six (6) days late or more. Any checks returned unpaid will be subject to a twenty-five (**\$25**) Dollar 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 three (3) “NSF” checks or otherwise uncollected checks, LANDLORD shall have the right to require payment by certified check or money order.
5. **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.
6. **APPLICATION OF PAYMENTS** – Money paid by TENANT to LANDLORD shall be applied to TENANT’S account in the following manner: First Balance to security Deposit if any; Second, to outstanding late fees and dishonored check charges; Third to outstanding legal fees and/or court costs legally chargeable to TENANT; Fourth to outstanding utility bills; Fifth outstanding service calls and Sixth to rent.
7. **UTILITIES** – The TENANT shall transfer the utilities into his/her name no later than seven days after moving in. 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 previously defined. TENANT must provide sufficiently heated 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/Internet provider.
8. **NON-REFUNDABLE ADMINISTRATION FEE** – The parties acknowledge that the LANDLORD had assessed, and the TENANT has paid a non-refundable administration fee of (**\$120.00 Dollars**). **Waived**
9. **HOLDING DEPOSIT.** To hold their unit until they take possession, TENANT shall pay LANDLORD a holding deposit of **\$00.00** upon executing this LEASE. Upon taking possession, the holding deposit converts to security deposit money. If TENANT does not take possession of the Premises, the holding deposit is forfeited in full. In case TENANT is presently living at 828 Greene, the present security deposit will be accepted as HOLDING DEPOSIT.
10. **DAMAGE AND SECURITY DEPOSIT (DEPOSIT)** – TENANT agrees to pay LANDLORD the sum of **\$5,760.00** (not to exceed one and one-half month’s rent equivalent) as a Deposit, upon taking possession 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 during the term of the tenancy. 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 security deposit shall be deposited by 828 Greene LLC in an Escrow Account at **BANK OF AMERCA 395 Briarwood Circle, Ann Arbor, Michigan 48108**.
11. **RETURN OF DAMAGE AND SECURITY DEPOSIT** – In the event some or all of the Damage and Security Deposit is to be returned, LANDLORD shall issue one check in the name of the TENANT for the required amount, unless otherwise agreed in writing and signed by the TENANT(s) on this LEASE.
12. **FURNISHINGS** – The premises are being leased furnished. The following furniture is included in this apartment: Four (4) sofas, two (2) coffee tables, two (2) end tables, two (2) table lamps, four (4) stools, six (6) office chairs, six (6) full size beds/mattress, two (2) refrigerators, one (1) stove, one (1) microwave, and one (1) dishwasher. All furnishings and equipment are Leased in “as is” condition, cleaning excepted, and shall not be removed from the premises. 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** – **No pets are allowed in the premises at any time.**
14. **SMOKING** – **No smoking is allowed in the premises at any time.**
15. **OCCUPANCY LEVEL** – The occupancy level shall be established by the LANDLORD and shall not exceed applicable housing codes, shall be limited to not more than 6 persons, and shall further be limited to those who have signed this lease or are otherwise legally authorized occupants.
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-programming and re-keying, subject to any applicable local ordinances.
17. **DAMAGE TO TENANT’S PROPERTY AND INSURANCE** – Unless caused by the LANDLORD, his agent’s or employee’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 other casualty or cause. **TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY.**

- 18. UNIVERSITY OF MICHIGAN OFF-CAMPUS HOUSING MEDIATION CLAUSE** – (Required by The University of Michigan) *If communication between the TENANT and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issues(s) in dispute. All parties to this agreement agree that the University of Michigan Off-Campus Housing Program will assist in disputes involving University of Michigan students for which one of the parties requests assistance and: a) all parties will make a reasonable and good faith effort to settle such disputes through the program; b) any party to this LEASE may request mediation; c) program staff may enter and inspect the premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of the parties. The parties agree to keep the mediation proceeding confidential.*
- 19. ACCESS TO THE PREMISES** – Landlord or its agents may enter the the premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonable related to the operation of the building, and to show the premises for sale or lease. Except from an actual or apparent emergency, all entry shall be made during reasonable hours. LANDLORD shall make reasonable efforts to inform TENANAT of its intention to enter and shall attempt to establish a mutually acceptable time.
- 20. DAMAGE TO PREMISES AND UNTENANTABILITY** – 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 affect 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 untenatable and shall abate on a pro-rate basis in the event only a portion of the premises are rendered untenatable, until such time as the premises are restored to a tenatable 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 shall result from the negligence or willful act of TENANT or TENANT'S family, employees or guests.
- 21. TENANT'S LIABILITY** – The TENANT shall be fully liable to the LANDLORD or LANDLORD'S subrogee 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 fire damage and the sprinkler system. This enforcement of the 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 untenatable.
- 22. CANCELLATION AND FORFEITURE** – TENANT may cancel this Lease within twenty-one (21) days after TENANT has signed such Lease but in no event after TENANT takes possession of the premises or within thirty (30) days prior to the commencement of the term of this LEASE. In the event LANDLORD finds that any of the representations and warranties made by TENANT in their Lease application are false, LANDLORD at its option may terminate this Lease Agreement.
- 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 LEASED on the part of other residents 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 TENANT 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 the 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 LEASED upon 30 days written notice.
- 26 TENANT'S RESPONSIBILITIES** – TENANT acknowledges and agrees that he shall be responsible for the actions, omission, damages and compliance with the LEASE and Community Policies 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 ASSIGNMNET** – 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 TENANT requires the written consent of the other TENANT. 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.. **TERMINATION AND RE-ENTRY** – Default in any of the covenants of this LEASE by TENANT shall entitle LANDLORD to terminate the tenancy and the loss of rent which LANDLORD may incur by reason of such repossession during the remainder of the LEASE term as provided by law.
- 29. 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 of 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.
- 30. 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.

- 31. 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.
- 32. 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.
- 33. 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.
- 34. ENTIRE AGREEMENT** – It is agreed that this LEASE, the attached 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. DELAY OF POSSESSION** – Possession of the premises is not guaranteed until LANDLORD deems the apartment 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.
- 40. PARKING** – One parking space per six-bedroom apartment unit is assigned **FOR LEASE**. Parking spaces are reserved for those tenants who have Leased them from the Landlord through a separate parking contract.
- 41. LEAD BASED PAINT** – No Lead-Based Paint has been use in the building.
- 42. CONTROLLED SUBSTANCE** – The LANDLORD may terminate this LEASE upon twenty-four (24) hours written notice if a TENANT, member of TENANT'S household or other person under the TENANT'S control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the premises. This provision shall apply only if a formal police report has been filed by the LANDLORD alleging that the TENANT, member of TENANT'S household, or other persons under TENANT'S control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the 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, 333.7315, and 333.7216 of the Michigan Compiled Laws.
- 43. 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.
- 44. TERMINATION PERSUANT TO MCL 555.601a** – 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 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.
- 45. 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.
- 46. ANN ARBOR TRUTH IN RENTING NOTICE** – Required by City Charter 19.

**Some things your landlord writes in the LEASE or says to you may not be correct representation of your rights. Also, you may have rights and duties not mentioned in your LEASE. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.**

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

**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.**

**48. ANN ARBOR RIGHTS AND DUTIES OF TENANTS –**

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 with a copy of the New Ordinance No. 7-06 Housing Code – Entry to show Premises and Time for Rental Agreements,

**49. STATE OF MICHIGAN TRUTH IN RENTING NOTICE:** Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**50. 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 your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING: TENANT STATE THEY HAVE EACH RECEIVED A COPY OF THE RIGHTS AND DUTIES OF TENANTS BOOKLET UPON SIGNING THIS LEASE.

\_\_\_\_\_  
By : 828 Greene LLC      Eduardo Icaza , its Member, Manager      DATE

\_\_\_\_\_  
XXXXXXXXXXXXXXXXX      TENANT SIGNATURE      DATE

The undersigned jointly and severally co-sign and assume the obligation for payment of all moneys owing under this LEASE, as demonstrated by their signatures made on \_\_\_\_\_, 2011.

\_\_\_\_\_ (Parent or Guardian )

USE FOR YOUR RECORDS	PAID ON:	CHECK No.	PAYMENT AMOUNT:	RECEIVED BY:
Application & Administration Fee				
Holding Deposit				
Security Deposit				
First Month Rent				

