



LEASE AGREEMENT



This Lease is made on the _____ day of _____, 20_____, between _____ whose address is _____ (LESSOR) _____ (LESSEE).

1. DESCRIPTION OF PREMISES - LESSOR, in exchange for LESSEE'S payment of rent and performance of this Lease Agreement, does lease to LESSEE the following premises: _____

_____ in _____, Washtenaw County, Michigan.

2. TERM - The premises are rented to LESSEE commencing on _____ through 11:59 pm _____

3. RENT - LESSEE agrees to pay LESSOR total rent of \$ _____, for the premises and term previously described. Rent shall be paid as follows:

\$ _____ on _____ and subsequent equal installments of \$ _____, beginning _____ and continuing on the first day of each month thereafter, including the first day of _____, 20_____, or as follows _____

4. PLACE OF PAYMENT - Rental payments to LESSOR shall be sent to the above address unless otherwise directed by LESSOR in writing.

5. LATE FEES/NON-SUFFICIENT FUNDS CHARGES - In the event any rental installment is not received in LESSOR'S office by the _____ () day of the month, a _____ () Dollar charge will be assessed. Any checks returned unpaid will be subject to a Fifteen (\$15) 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, LESSOR 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 LESSOR may terminate this Lease if LESSEE 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 LESSEE to LESSOR shall be applied to LESSEE'S account in the following manner: First to outstanding late fees and dishonored check charges; second to outstanding legal fees and/or court costs legally chargeable to LESSEE; third to outstanding utility bills; and fourth to rent.

8. UTILITIES - The LESSEE shall furnish _____ LESSEE agrees to pay the bills for said utilities when due. LESSOR shall have no obligation to provide utilities that are the responsibility of LESSEE as previously defined. In apartments where the LESSEE provides the heat, the premises must be kept sufficiently heated at all times during the Lease to avoid damage to the premises, and the LESSEE may not have the heat terminated for any reason. LESSEE agrees that LESSOR shall not be held responsible for any interruptions in utilities services beyond the LESSOR'S control, or due to necessary repairs, replacements or alterations. LESSOR has sole right to designate LESSEE'S utility or electric/gas service provider.

9. NON-REFUNDABLE ADMINISTRATION FEE - The parties acknowledge that the LESSOR has assessed, and the LESSEE has paid a non-refundable administration fee of _____.

10. DAMAGE AND SECURITY DEPOSIT (DEPOSIT) - LESSEE agrees to pay LESSOR the sum of \$ _____ (not to exceed one and one-half month's rent equivalent) as a Deposit, on or before _____ as a condition of giving possession to LESSEE. In no case is LESSOR obligated to apply this Deposit to rent or other charges in arrears. If damages caused by LESSEE exceed the amount on Deposit, LESSEE 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 insurer of the Deposit is: (strike one)

Name: _____ Address _____

11. RETURN OF DAMAGE AND SECURITY DEPOSIT - In the event some or all of the Damage and Security Deposit is to be returned, LESSOR shall issue one check in the names of all LESSEES for the required amount, unless otherwise agreed in writing and signed by all of the LESSEES on this Lease.

12. FURNISHINGS - The premises are being leased as furnished/unfurnished (strike one). The term "unfurnished" shall mean that the LESSOR 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 LESSOR. In the event any furnishings are removed from the premises or damaged beyond repair, LESSEE shall be responsible for the replacement cost of such furnishings. LESSEE shall complete an Inventory Checklist and return it to the LESSOR within 7 days of taking possession.

13. PETS - No pets are allowed in the premises at any time, unless agreed to in writing by the LESSOR.

14. OCCUPANCY LEVEL - The occupancy level shall be established by LESSOR 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 LESSEE under the Lease is jointly and severally (individually) liable to LESSOR for the total rent due for the leased premises. This means that if one LESSEE fails to pay rent, any one of the other LESSEES or any number of other LESSEES may be held liable by the LESSOR.

16. KEYS - LESSOR may charge LESSEE a reasonable amount for replacing lost keys. LESSEE shall not change the locks without prior written consent of the LESSOR. If the locks are changed without LESSOR'S consent, LESSEE shall be responsible for any resulting expenses, including re-keying, subject to any applicable local ordinances.

17. DAMAGE TO LESSEE'S PROPERTY AND INSURANCE - Unless caused by the LESSOR, his agent's or employee's negligence and/or failure to maintain the premises as required by law, the LESSOR, his agents and/or employees shall not be responsible for any theft, damage, loss or destruction of personal property of the LESSEE or LESSEE'S guests due to fire, water or other casualty or cause. **LESSEES are encouraged to insure personal property.**

18. MEDIATION - In the event any one of the LESSEES is a student at the University of Michigan, all parties hereto agree that mediation is desirable for all parties and that the University of Michigan Off-campus Housing Program will assist in any dispute that may arise between the parties. All parties hereto agree: a) That any party to this Lease may request mediation; b) That the program staff may enter and inspect the premises after notice to both parties and at reasonable times; c) That all parties agree to make a reasonable and good faith effort to settle such disputes through mediation; d) This mediation provision does not preclude other rights of the parties. The parties further agree to keep the mediation proceedings confidential.

19. ACCESS TO THE PREMISES - LESSOR'S access to the premises shall be controlled by applicable local ordinance or state statute, if any. If there is no specific local ordinance relating to access, then LESSOR, its agents, or 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 LESSOR deems necessary. LESSOR shall have access at all reasonable hours to perform LESSEE requested repairs unless indicated to the contrary by LESSEE. In the event of an emergency, LESSOR, its agent, or employees, shall have immediate access without notice.

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, LESSOR 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 un-tenantable and shall abate on a pro-rata basis in the event only a portion of the premises are rendered un-tenantable, until such time as the premises are restored to a tenantable condition, provided that in the event the building or improvements shall be destroyed to an extent that LESSOR determines it inadvisable to restore, then the LESSOR may at its option terminate this lease by written notice to LESSEE. 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 LESSEE or LESSEE'S family, employees or guests.

21. LESSEE'S LIABILITY - The LESSEE shall be fully liable to the LESSOR or LESSOR'S subrogee for damages to the leased premises and adjoining areas resulting from the LESSEE'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. 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.

22. CANCELLATION AND FORFEITURE - LESSEE may cancel this Lease within twenty-one (21) days after LESSEE has signed such Lease, but in no event after LESSEE takes possession of the premises or within thirty (30) days prior to the commencement of the term of this Lease, by providing written notice to the LESSOR signed by all LESSEE'S. LESSOR agrees to return all moneys upon receipt of such notice, except for up to one-half (1/2) of one month's rent equivalent, which LESSOR may retain as a re-rental and forfeiture charge. In the event LESSOR finds that any of the representations and warranties made by LESSEES in their lease application are false, LESSOR at its option may terminate this Lease Agreement.

23. QUIET ENJOYMENT - The LESSOR that the LESSEE, 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 LESSEE, LESSOR shall enforce observance of the Lease on the part of other residents as allowed by law.

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

25. CONDUCT - Nothing shall be done by LESSEE in or about the leased premises which will disturb or interfere with the rights, comforts, convenience, health, safety or welfare of other LESSEE'S or the LESSOR. Nor shall any unreasonable or disturbing noise or odors be allowed at any time in or about the leased premises. In the event LESSEE, any member of LESSEE'S household, or LESSEE'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, LESSOR may terminate this Lease upon 30 days written notice.

26. LESSEE'S RESPONSIBILITIES - LESSEE acknowledges and agrees that he shall be responsible for the actions, omission, damages and compliance with the Lease and Community Policies by LESSEE, members of LESSEE'S household, and LESSEE'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 - LESSEE shall not sublet or assign the premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Subletting by less than all of the LESSEES requires the written consent of the other LESSEES. Additional furnishings shall not be provided for subletting or assignment. A sublet or assignment agreement does not remove the LESSEE from responsibility pursuant to this Lease Agreement.

28. SIGNS - LESSEE 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. LESSOR shall have the right to remove all other signs.

29. TERMINATION AND RE ENTRY - Default in any of the covenants of this Lease by LESSEE shall entitle LESSOR to terminate the tenancy and retake possession of the premises as provided by law. LESSEE agrees to reimburse LESSOR for all expenses and damages including but not limited to the loss of rent which LESSOR 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, LESSOR believes in good faith that LESSEE has abandoned the premises, and the current rent is unpaid, LESSOR may re-enter the premises and put out the remaining possessions of LESSEE 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 LESSEE'S possessions have been removed, or (2) acquaintances of LESSEE or other reliable sources indicate to LESSOR that LESSEE has left without the intention of reoccupying the premises. In the event of abandonment by the LESSEE, and in the event the LESSEE has left personal property on the premises, LESSOR may dispose of said personal property in any way LESSOR chooses. This provision shall apply to all items of personal property, except those for which the LESSOR and LESSEE have made specific written agreement. No oral agreement may alter this provision. Any cost incurred by LESSOR in removing the personal property described herein shall be reimbursed to LESSOR by LESSEE.

31. MAINTENANCE AND REPAIRS - The LESSEE agrees to keep, use and maintain the premises rented in accordance with applicable police, sanitary and other regulations imposed by any governmental authorities. LESSEE also agrees to maintain the premises in a neat and orderly manner. LESSEE 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. LESSEE shall pay for the repair of any damage to the premises caused by LESSEE, members of LESSEE'S household or his guests or invitees. LESSOR may require LESSEE to pay for such repairs before they are made, provided there are no judicial or mediation proceedings pending. LESSOR 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. LESSEE agrees not to hold LESSOR responsible for failure to repair until LESSEE has notified LESSOR of the need for repair and a reasonable amount of time has passed after such notice.

32. ALTERATIONS - LESSEE shall make no alterations, additions or improvements in or to the premises without LESSOR'S prior written consent, and then only by licensed contractors in accordance with workmanship and quality standards agreed to in writing in advance by LESSOR. All alterations, additions or improvements to the premises made by either party shall become the property of the LESSOR 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 - LESSEE agrees for themselves, their heirs, and personal representatives to save, indemnify and hold LESSOR harmless from any and all damages or liability that results from or arises out of LESSEE'S use and occupancy of the premises, provided that such damages or liability do not result from the negligent acts or omissions of LESSOR, 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 Rules and Regulations (if any), the application for rental (if any), and the Addendum to the Lease constitute the entire agreement between LESSOR and LESSEE 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** - "LESSEE" when used in this Lease shall be construed to include either singular or plural, masculine or feminine, and "LESSOR" shall be construed to mean LESSOR 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 LESSOR. 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. **HOLD-OVER TENANCY** - It is agreed that if the LESSEE continues in possession of the leased premises with the LESSOR'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 LESSOR deems the apartment ready for occupancy. The LESSOR shall not be liable to LESSEE 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).

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

43. **WASHTENAW COUNTY INDOOR AIR QUALITY REGULATION** - To protect and enhance indoor air quality and contribute to the health and well-being of all persons, this property is a smoke-free community. Smoking is prohibited in all enclosed common areas and in designated "No Smoking Areas" without exception. LESSOR may terminate this lease agreement if chronic violations of the Washtenaw County Clean Indoor Air Regulation occur by LESSEE, member of LESSEE'S household or other person under LESSEE'S control. Chronic violations is defined as three or more of either Washtenaw County Clean Indoor Air Regulation violations and/or written notices by management.

44. **CONTROLLED SUBSTANCE** - The LESSOR may terminate this Lease upon 24 hours written notice if a LESSEE, member of LESSEE'S household or other person under the LESSEE'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 LESSOR alleging that the LESSEE, member of LESSEE'S household, or other persons under LESSEE'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 to 7216 of the public health code, MCL 333.7211 to 333.7216.

45. **TERMINATION OF TENANCY- Unit Condition:** LESSEE 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 LESSEE'S Security Deposit shall not be used to offset LESSEE'S obligation hereunder.

46. **TERMINATION PURSUANT TO MCL 554.601a** - If LESSEE 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 LESSOR if either of the following occurs: (a) LESSEE has become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the LESSOR with written proof of that eligibility, or (b) LESSEE has become incapable during the lease term of living independently as certified by a physician in a notarized statement.

47. **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.

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.

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.

READ THIS AGREEMENT IN IT'S ENTIRETY BEFORE SIGNING:

_____ LESSOR	_____ LESSOR
_____ LESSEE	_____ LESSEE
_____ LESSEE	_____ LESSEE
_____ LESSEE	_____ LESSEE

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 _____, 20_____.

_____ Parent/Guardian	_____ Parent/Guardian
_____ Parent/Guardian	_____ Parent/Guardian

This Lease Agreement has been accepted by The University of Michigan Housing Office.

The Washtenaw Area Apartment Association expressly disclaims any liability for the contents of this form or the manner in which it is used. The Association further disclaims liability for any changes that may be required in this form as the result of legislative enactment's or judicial decisions occurring after said form was printed. This form is also limited to use by members of the Association. In the event an Association member is dissatisfied with said form, his or her sole remedy shall be reimbursement by the Association for the cost of said form.