

INVESTOR'S PROPERTY MANAGEMENT, LLC

2511 S. State, Ann Arbor, Michigan 48104

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THIS LEASE between **Investor's Property Management, LLC, Agent** (Landlord), and **[[Tenants]]** (Tenants) **JOINTLY AND SEVERALLY:**

DESCRIPTION AND TERM: The Landlord leases the premises at **[[RentalAddress]]** **[[AptNo]]** City/Township of **[[RentalCity]]** **[[RentalZip]]**, State of Michigan to Tenants from 12:00 noon on **[[StartDate]]** **[[Renewal]]**, and to end at 12:00 noon on **[[EndDate]]** unless sooner terminated as hereinafter provided.

[[RentalAddress]] **[[AptNo]]** consists of a **[[UnitType]]**. Under no circumstances can kitchens or kitchen/living rooms be used for sleeping purposes except in efficiency units only. Landlord may give Tenant possession prior to the commencement date, however, if possession is given prior to the commencement date, it is for Tenants' convenience and Landlord is not obliged to perform in any way under the lease until the commencement date.

AMOUNT OF RENT: The Tenant(s) agree to pay Landlord, or their agent, the total sum of **[[RentalAmount]]** dollars, in periodic installments as follows: **[[SigningAmount]]** upon execution of this lease, with **[[InstallmentAmountFirst]]** on **[[InstallmentFirstDate]]** and **[[InstallmentAmount]]** on or before the **FIRST DAY** of each month thereafter for the term of the lease. Each installment of rent shall be made by check(s) or money order(s) payable to **Investor's Property Management, LLC** and delivered to 2511 S. State, Ann Arbor, MI 48104. Rent that is mailed shall not be considered paid until actually received by Landlord.

APPLICATION OF PAYMENTS: Payment by Tenant(s) shall be applied in the following order: First, to unpaid administrative fees; second, to unpaid security deposit charges; third, to court costs legally chargeable to Tenant(s); fourth, to outstanding monetary obligations due under the lease including late fees; and fifth, to rent. Execution of lease or occupancy does not imply that monies due have been paid. The payment by Tenants or Acceptance of rent, or funds, by Landlord does not create an assignment or tenancy. It is specifically agreed that statements in any communications, including those accompanying a payment, shall not amend this provision.

LATE PAYMENTS: In the event that any payments are not received when due, a \$40.00 late charge shall be imposed. In the event that the Tenant's bank returns any check(s), Tenant shall be assessed a \$40.00 service charge for any returned checks. Tenant agrees that any unpaid charges including, but not limited to, late fees, trash tickets, penalty fees, utility charges, maintenance/repair charges, or any unpaid charges of any type shall be deemed additional rent and shall be due with the next rental installment. Notwithstanding collection of late fees, Landlord may terminate lease due to chronic late payment of rent. Chronic late payment is defined as paying the rent after the due date on four or more occasions during the lease.

SECURITY DEPOSIT/PROPERTY DAMAGE: As a condition of occupancy, Tenant(s) agree to pay Landlord, prior to taking occupancy, a **[[DamageDeposit]]** security deposit (not to exceed 1 1/2 months rent). Landlord is not obligated to apply this deposit to rent or other charges in arrears. All communications regarding the Security Deposit shall be directed to the Landlord at the address indicated at the top of the lease. The Security Deposit will be held at **[[Bank]]**, Ann Arbor, MI. At the termination of this Lease, Tenant(s) agree to return unit, all keys, including room keys and extra keys Tenants have made, and all furnishings to Landlord in same condition as when taken, cleanliness included, normal wear and tear excepted. Tenant agrees to pay for all damages to the premises, less reasonable wear and tear, whether or not such loss results from negligence of tenants, their guests, invitees, or other causes. Tenant agrees to pay for all repairs beyond normal wear and tear **MADE DURING THE LEASE TERM** when billed. Such billing will be due with next rental payment.

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

Option 1: The security deposit shall be returned in a check or money order payable to one person, chosen by Tenants, 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 formula the Tenants have agreed upon. Landlord shall not be liable for the return of the security deposit beyond mailing it to the person designated below by the Tenants. The person named to act as agent for the return of the security deposit shall be _____. If the security deposit is mailed to the designated agent at the address provided as required by law, and it is returned to the Landlord as undeliverable, the deposit will be returned to last known address or to parents address at Landlord's option.

Option 2: The security deposit will be returned to one person signing this lease, or acquired legal rights of occupancy under it, in a check or money order jointly payable to all Tenants signing this lease.

Landlord and Tenant agree to follow Option # _____ for return of the security deposit. If no option is chosen, Landlord shall use Option 2. If a Tenant requests a refund check be reissued, Tenant agrees to pay a \$40 Administration Fee in addition to actual Bank fees or charges.

PARKING/FURNITURE: Tenant(s) shall be entitled to park **[[NumberVehicles]]** vehicle(s), space permitting. Parking on lawns or in the area between the street and the house, unless within the lines of the driveway, is prohibited by the City and by the Landlord. Violation of this section may result in being ticketed by the City for which Landlord will not be held responsible. Landlord does not guarantee availability or a specific location. Each tenant is limited to one vehicle which 1) must be their own personal vehicle, 2) be in ongoing use and 3) be operational and have current license plates. Parking is limited to tenants. Tenants shall not rent parking spaces to others nor allow other vehicles to park. Parking of commercial or abandoned vehicles, or storage of vehicles by Tenants or their guests, is prohibited. A vehicle will be deemed stored if it has been standing in the same location for two weeks or longer. A vehicle will be deemed abandoned if it does not have current license plates. Commercial, stored, or abandoned vehicles will be towed at the vehicle owner's expense. No car repairs shall be performed on the premises. House/Apartment is **[[FurnishedStatus]]**.

ADMINISTRATIVE FEE: Tenant(s) agrees to pay, prior to taking occupancy, a non-refundable administrative fee of **[[AdminFee]]**.

UTILITIES AND APPLIANCES: Tenant(s) agrees, for the entire term of the lease and any renewals, to place in their name(s) and to pay the following utilities: **[[UtilElectric]] [[UtilTelephone]] [[UtilCookingGas]] [[UtilGas]] [[UtilWater]] [[UtilHeat]] [[UtilOil]] [[UtilCableNet]]**. Tenant(s) further agree to pay any deposits required by any utility. Tenant(s) will pay utilities for any common areas, which may be billed on the meter for Tenant's individual unit. In the event Tenant fails to put utility bills in their name resulting in Landlord having to pay said utility bill, Tenant will be liable for a \$40 Administrative Fee per utility bill invoices, in addition to the amount of the invoice. Tenant(s) agrees not to use electricity as a heat source when there is a gas or oil furnace. The Tenant(s) may not install any appliances, including electric heaters or room refrigerators, without Landlord's written permission. Landlord shall not be required to upgrade electrical equipment to provide for such equipment. If Tenant(s) install appliances without said Landlord's permission, the Landlord may bill Tenant(s) for any increase in the utility bills and other damages, which Landlord reasonably attributes to said violation. Landlord is not charging Tenant(s) for use of, nor is Landlord obligated to repair or replace non-required equipment such as portable dishwasher, fireplace, phone or cable, etc.

OCCUPANCY LEVEL: Occupancy shall be limited to residential use by the signers of this lease. Any guests or persons who shall occupy the premises or any portion for a period of more than ninety-six (96) hours within any month, without the prior written consent of the Landlord, shall be conclusively presumed to be unauthorized occupants. The rent shall be increased \$200 per monthly installment per unauthorized occupant for the balance of the Lease. Collection of additional rent does not bar Landlord from pursuing eviction proceedings.

PETS OR ANIMALS: The Landlord may terminate lease if Tenant(s), or their guests, bring dogs, cats, or any other animals on the premises without Landlord's prior written consent. Violation of this clause will result in an automatic rental increase of \$100 per installment for the balance of the lease and Tenant shall be responsible for any additional expense resulting from violation of this provision. Collection of additional rent does not bar Landlord from pursuing eviction.

JOINT AND SEVERAL OBLIGATION: Each Tenant under this lease is jointly and severally (individually) liable to the Landlord for all obligations of this lease even if the lease is signed by less than all of the Tenants identified above in the first paragraph. A defaulting Tenant, however, may remain liable to the other Tenant(s) for unpaid obligations.

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 Tenant. By executing this lease, the Tenant acknowledges receipt of such a booklet prior to execution of the lease. _____ **[[Renewal]]**

LEAD PAMPHLET: Prior to their having submitted an application, Tenant(s) acknowledges receipt of "Protect Your Family From Lead in Your Home".

MOVE-IN & FURNITURE CHECKLIST: Tenant(s) acknowledge receipt of, and agree to complete, the Move-In and Furniture Checklists provided by Landlord within 7 days after obtaining possession, noting the condition of the unit and its furnishings. These forms shall not constitute notice of repair. Initial for receipt of Checks Lists. _____ **[[Renewal]]**_____.

ACKNOWLEDGEMENT OF SECURITY POLICY: Residents and occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, residents and occupants acknowledge that they should not rely on such devices or measures and should take proactive measures to protect themselves and their property as if these devices or measures did not exist. Residents and occupants acknowledge that Landlord has not made any representations, written or oral, concerning the safety of the house or apartment or the effectiveness or operability of any security devices or security measures, nor does Landlord warrant or guarantee the safety or security of residents, occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Any phone entry systems are not designed or intended to be a security device, nor is it required equipment under the lease.

FACSIMILE/FAX AUTHORITY: Required signatures including, but not limited to, signatures on lease, addenda, guarantee and/or surety agreements, assignments, renewals, extensions, or other documents required in conjunction with this lease (tenancy) can be delivered by facsimile/FAX/e-mail attachment.

NOTICE/DISPUTED DEBTS/SIGNATURES IN COUNTERPART: All required notices shall be in writing and delivered, in person or by first class mail, to the Landlord at its offices indicated at the top of this lease. Any communication regarding disputed debts including any checks delivered as full satisfaction of a debt shall be sent to Disputed Accounts Department, Investor's Property Management, LLC, 2511 S. State, Ann Arbor, MI 48104.

This lease or any other documents required during this tenancy, may be signed in counterpart. This means that if copies of this lease are sent to multiple tenants, and each tenants signs only the copy he/she received, the Tenants who signed separate leases are bound as if all signed the same copy of the lease. In the event that less than all of the above named Tenants sign the lease, the lease shall nonetheless be enforceable against those who have signed it.

RENTERS INSURANCE: Unless caused by the Landlord or it's agent's negligence and/or failure to maintain the premises as required by applicable law, the Landlord shall not be responsible for any theft, damage, loss or destruction of Tenant's property. Tenant(s) releases Landlord from any liability for loss, damage or injury caused by fire or other casualty for which insurance through Renter's Insurance (Min HO-4 All Risk). **TENANT(S) WILL OBTAIN, AT THEIR OWN EXPENSE, RENTERS INSURANCE COVERING TENANT'S PERSONAL PROPERTY AND LIABILITY (Min HO-4 All Risk).** To the extent permitted by insurance policies, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation.

KEYS: Landlord shall provide one key, per lock, per Tenant, for the front door of the unit. Landlord shall supply one key per lock per household for each additional exterior door. Landlord shall not be required to install or maintain locks on any bedroom or interior door. Tenant(s) agrees to return all keys to Landlord upon termination whether provide by Landlord or acquired by Tenant(s), including keys to bedroom doors. In the event Tenant(s) fails to return all keys to the Landlord, Tenant(s) shall be liable for the cost of re-keying all locks for which all keys were not returned. If Tenant(s) becomes locked out, Tenant may pick up a key, and leave a deposit of \$10, or other such amount or deposit as IPM deems appropriate, during business hours, or may request Landlord to provide access. If Landlord provides access, the Tenant will be assessed \$50. Said assessment shall be due and payable upon arrival of IPM employee. If Tenant is not present when employee arrives, or does not pay the \$50, Tenant hereby authorizes Landlord to assess the Tenant the \$50 plus a \$40 Administration Fee. Tenant(s) shall not alter (see below) or install new locks, knockers, doorbell, or peephole on or in any door without written consent of Landlord. Tenant(s), at their own cost, may re-key, or ask the Landlord to re-key any lock provided that the affected lock is keyed in accordance with the current Lock Policy of IPM.

NOTICE OF REPAIRS: Tenant and Landlord agree that from time to time maintenance will be required in the premises. In order that the Landlord may be able to effect repairs efficiently and economically, the Tenant(s) agree that any demand for repairs shall be in written form, and include phone number(s), times Tenant(s) may be reached, permission to enter, and shall include all existing conditions in need of repairs at the time of notice. The notice shall describe the requested repair with specificity and, if more than one repair is included, the notice shall state the order in which the tenants request the repairs to be made. Acceptance of a repair request which has not been made in writing, does not waive the Tenant's duty to make repair requests in writing. **Move-In and Furniture Checklists shall not constitute a request for repairs.** (See Notice). Tenant(s) acknowledge that the City of Ann Arbor requires periodic inspections and further understands that, as a result of these inspections, repair work (code work) will be required. Tenant agrees that they shall not be entitled to any compensation for inconvenience resulting from code work required provided said work is completed within the time frame required by the City.

SNOW REMOVAL: If Tenant(s) rents the entire premises, Tenant(s) shall be responsible for all snow and ice removal on the site including, but not limited to, porches, decks, fire escapes, walkways, driveways, parking areas and any other part of the building and grounds that may be used by foot traffic or vehicles. Tenant(s) shall also be responsible for salting these surfaces due to ice. Tenant(s) shall provide their own equipment and supplies. Tenant(s) shall complete all removal of snow and ice from walkways and required surfaces in a manner so as to prevent any injuries to vehicles, the public, other tenants, or themselves and shall comply with all city ordinances. If the responsibility is neglected, Landlord may do so at Tenant(s) expense however, such action by the Landlord shall in no way shift the responsibility for said work to the Landlord. If Tenant(s) is only renting part of the premises, the same terms and conditions set forth above shall apply except that Tenant(s) shall be responsible for all areas of porches, fire escapes and sidewalks or sections thereof that lead to their individual apartments.

RIGHTS OF ENTRY: Landlord or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the building, and to show the premises for sale or lease, subject to Chapter 105 of Title VIII (8.500) of the City code. Except during an actual or apparent emergency, all entries shall be made during reasonable hours; and Landlord shall make reasonable efforts to inform Tenant(s) of its intention to enter. Tenant(s) shall not be entitled to any compensation for allowing Landlord access to unit.

ENFORCEMENT: Non-enforcement of any provisions of the lease on one or more occasions does not constitute a waiver nor bar future enforcement.

MODIFICATIONS: The Landlord and Tenant(s) agree that all modifications to this lease, including agreements to supply additional furnishings or appliances, or to make improvements to the unit, shall be made in writing and signed by both parties. No oral agreements will be binding on either party. The rental application or application/contract to execute a lease is incorporated into this lease by reference. Move-In and Furniture Checklists shall not constitute notice for repairs (See Notice of Repairs).

AGENCY DISCLOSURE: By signing this lease, Lessee's confirm that they have received and read the information in the Agency/Disclosure Statement and the Landlord is an agent of the Owner and not the Tenant.

USE OF PREMISES: It shall constitute grounds for eviction if Tenant(s) or their visitor(s) shall disturb other Tenants. Tenant(s) agrees to comply with all applicable governmental regulations. If failure to comply results in additional cost to the Landlord, such additional expense shall be charged to the Tenant(s) and shall be due with the next rental installment. Tenant(s) agree not to render inactive any smoke detector. Tenant(s) may exchange batteries with a low charge for a new battery at no cost at Landlord's office.

1. The City of Ann Arbor has determined the number and size of all trash carts that it will service at no charge. These carts have been provided to the Tenant(s) who agrees that he/she/they shall be held responsible for any damaged or missing carts. Tenant(s) may elect, at their own cost, to rent additional trash carts. All trash and recyclables shall be placed in their respective containers and shall be stored at the rear of the building as provided by City Statute. Tenant(s) shall place their garbage carts(s) and recycle containers to the proper location at the curb for weekly pickup no sooner than the evening prior to pickup and promptly return them from the curb to the rear of the house by the evening of pickup. Violation of this shall constitute a Violation of the Clean Community Section of this lease.
2. Waterbeds and heavy furniture are prohibited. Fireplaces shall be considered decorative only and shall not be used for fires. The Tenant(s) shall not perform any acts, or carry on any practice, which may injure the building or be a nuisance or menace to neighboring properties.
3. Tenant(s) agree to keep the premises, including the porches, walkways, driveway, and yard areas free of trash. (See Clean Community Section).

It is further agreed that in the event the Tenant(s) fail to comply with one or more of these provisions, the Landlord may enter upon said premises and have said work completed as required, and Tenant(s) shall pay the cost of such work, including administrative costs, labor and materials, as additional rent with the next installment rental payment following presentation of the billing for said charges. Landlord is not obligated to provide tools or equipment to Tenant(s).

The sidewalks, entrances, courts, vestibules, stairways, corridors and halls are considered fire exits and must not be obstructed or encumbered or used for any purpose other than ingress and egress, i.e., no bike storage, boxes, or personal belongings are to be left or stored in the above areas. No signs, advertisements, banners, awnings, projections, including Satellite Dishes, or antennas, notices or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant(s) so as to be visible on the outside of the building without the expressed written permission of the Landlord. Windowsills shall be kept free from all personal property. Balconies, patios, or porches shall not be used for storage of personal belongings. Only seasonal furniture may be placed in these areas and such furniture must be in good condition and designed for exterior use. **NO COUCHES OR EASY CHAIRS MAY BE PLACED ON ANY PORCH, NOR MAY ANY ROOF AREA BE USED FOR ANY PURPOSE.** Toilets and other equipment shall be used for the purpose for which they were constructed. Pouring of grease or foreign objects, including, but not limited to diapers, sanitary napkins, etc. into sinks or toilets is forbidden. All grease shall be disposed of, or recycled with the garbage, in proper receptacles. No personal property of any kind shall be placed or left on the lawns. Tenant(s) shall not store any belongings in any common areas. Storage shall be limited to the interior of the individual dwelling unit. The storage of kerosene, gasoline, or other flammable or explosive agents is prohibited. Landlord does not have the duty to furnish parking spaces, play areas or any other common area outside the building in which residence(s) are located, unless explicitly set forth in this lease. Such supplied facilities, if any, are nonessential to the lease and use of same is at the risk of Tenants. Tenant(s) agrees Landlord shall not be liable for any damage or injury whatsoever to the person or property unless caused by the negligence of the Landlord. Basements and attics may not be used for any sleeping or bedroom type use, unless such areas have been specifically approved for such legal use by the local municipality. Under no circumstances can kitchens or kitchen/living rooms be used for sleeping purposes except in efficiency units only.

CLEAN COMMUNITY ORDINANCE: The City of Ann Arbor and the Landlord desire that the above described property shall not violate the Clean Community Ordinance (Section 7:103 Chapter 82 of Title VII) which provides in part that, among "...the person in control of private property shall at all times maintain the premises free of litter, handbills, or more than three days accumulation of newspapers" Upon violation of this section, either Landlord or the City may give Tenant(s) notice of this violation by posting the notice at a conspicuous place on the property, or by e-mail notification to tenant(s), at least 24 hours prior to removing materials. No notice shall be required if a public health hazard necessitates immediate removal of materials. Tenant agrees to pay all costs, including labor, equipment materials, and overhead of work performed by the Landlord or City under this section. In the event that the City assesses the owner of this property for any violation under this section, Tenant(s) agree to pay such assessment. Any such assessments shall be due with the next rental installment. Any unpaid assessments will be considered unpaid rent. **NOTE:** The City has determined that it has no obligation to warn the 'person in control' of the property prior to issuing a ticket. The fees as of Sept. 2006 are \$100 (first offense), \$250 (second offense), and \$500 (third and subsequent offenses). An additional \$30 Administration fee is added by the Court. Each offense has a life of two years. It is possible for a new tenant to rent a property that already has one or more offenses from the previous year. Tenants are encouraged to contact the City for the status and number of violations currently on the property they are renting.

INVALIDITY OF PART OF LEASE: If any part of this Agreement is held invalid, the remainder shall remain in full force and effect.

ASSIGNMENT OF SUBLETTING: Subletting is prohibited. However, Landlord shall permit assignment of Tenant(s) leasehold interest as long as all of the following conditions are met: 1. All payments due as of the date of the assignment must be paid in full. 2. Written approval of assignee by Landlord. 3. Payment of the assignment fee. 4. Execution of an assignment by Tenant(s) and acceptance of the assignment by Assignee(s). If Tenant(s) fail to comply with any of these conditions, the proposed assignment will be void at Landlord's discretion. Assignment **does not release** the original Tenant(s), also known as the Assignors, from continuing liability under the lease. Acceptance of rent does not create an assignment or tenancy. Co-tenants will not unreasonably prevent their fellow tenants from assigning their interest in this lease.

ABANDONED PROPERTY: All personal property left behind after vacating the premises shall be presumed abandoned and Landlord may dispose of such property. Tenant(s) shall reimburse Landlord for the cost of removal of such property.

ALTERNING PREMISES: Tenant(s) will not alter or make additions to premises or remove Landlord supplied furnishings or equipment from the building without the written consent of the Landlord. Tenant(s) shall not use non-sleeping rooms including living rooms, dining room, kitchens, attics, or basements as sleeping areas. All equipment must be permanently retained in its original location. No lock, spikes, hooks, or nails shall be driven into the walls or woodwork of the demised premises without the consent of the Landlord. Small size "S" type bulldog picture hangers are allowed in plaster and drywall only.

DELAY IN OCCUPANCY: If Tenant(s) is unable to occupy the premises at the time promised by reason of the holdover by the previous occupant, or the result of any cause beyond the control of the Landlord, Landlord shall not be liable to Tenant(s) for damages. Tenant(s) shall not be entitled to possession of the premises until Tenant(s) has signed and/or returned all required forms and paid the security deposit, any nonrefundable fees, the first months' rent installment, and any other sum required under the application, application/contract to execute a lease, or this lease.

FORFEITURE OF LEASE: If Tenant(s) fails to pay rent, unpaid obligations, or any other sum required under this lease, when due, or if a health hazard or extensive and continuing physical injury to the premises exists, or if a Tenant, a member of the Tenant's household, or other persons under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or unlawfully possessed a controlled substance on the leased premises, Landlord may terminate the lease as provided by Statute. Tenant(s) shall be liable for all expenses incurred due to mitigation efforts including, but not limited to, a \$150.00 administrative re-rental fee.

In the event that the Landlord shall re-enter and repossess the premises for any reason under this lease, the Tenant's duty to continue to pay rent shall continue, subject to the Landlord's duty to mitigate damages. Rental payments for the balance of the lease may be accelerated upon breach of this agreement. The Landlord has an obligation to mitigate damages by attempting to re-rent the premises, in which case the Tenant(s) would not be liable for the entire accelerated amount. Either party may have a court determine the actual amount owed, if any.

TERMINATION: In the event of Termination of this lease for any reason, any subsequent renewal or extension of the lease is also terminated.

UNTENANTABLE CONDITIONS: If the premises are injured or destroyed in whole or in part by fire or other casualty, the Landlord may terminate this lease by written notice to Tenant(s).

MEDIATION: If communication between the Tenant(s) and Landlord breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issue(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 parties. The parties agree to keep the mediation proceedings confidential.

PESTS/RODENTS/FLEAS: Extermination shall be the responsibility of the Landlord except under the following circumstances. Tenant(s) responsibility for the extermination of ants, fleas and cockroaches shall begin 30 days after occupancy provided the unit is free of infestation upon occupancy. Unit shall be presumed to have been free of infestation at time of occupancy unless Tenant(s) within 30 days of assuming occupancy gives Landlord written notice of infestation. Landlord shall not be responsible at any time for extermination of seasonal nuisance insects, including but not limited to, Asian beetles, earwigs, box elder bugs, and/or gypsy moths/caterpillars. Tenant(s) agrees to maintain the premises in a clean and sanitary condition.

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 will be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

Some things your Landlord writes in the lease or says to you may not be correct representations of your rights.

Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a Tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your own lawyer, legal aid society, or Tenants union lawyer for their opinion.

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 NORTH FIFTH AVENUE.

"NOTICE: Michigan law establishes the 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 in this agreement, you may want to seek assistance from a lawyer or other qualified person."

HEATING/ELECTRIC DISCLOSURE/WATER DEPOSIT (if Applicable) The utility company estimates the monthly budget plan for the primary heating system for this property is \$_____ (which may also include estimated electric usage). The City of Ann Arbor requires a water deposit and that the following clause be included in all leases.

"Tenant is totally responsible for all charges for water, sewage disposal, and storm sewer services furnished to the said premises by the City of Ann Arbor. Tenant understands that no service shall be commenced to the above address until there has been deposited with the Utility Department a sum sufficient to cover twice the average quarterly bill (\$368.00 minimum) and a copy of this lease. Tenant further understands that payment of charges for water, sewage disposal, and storm services may be enforced by discontinuing the services to the premises. The City of Ann Arbor estimates this Deposit to be \$_____.

NOTICES OF INJURIES: Within five (5) days of any such event, Tenant(s) shall provide written notice to the Landlord of any injuries to the Tenant(s) or to his/her family or guests or property.

LEASE EXPIRATION: No Holdover tenancy is permitted. Tenant(s) shall vacate the premises by moving out all belongings and returning all keys to the office. Possession is not deemed to be delivered to the landlord absent delivery of all keys to the office. A Tenant(s) who fails to vacate and/or return keys to the office shall be liable for all damages including, but not limited to a \$75.00 administrative fee, increased maintenance costs, hotel and restaurant expenses for new Tenant(s), per diem rent at the new rental rate, and any loss of rent or expenses during the next 12 months if new Tenant(s) repudiates the lease. If Tenant(s) retain possession thereafter without Landlord's written permission, Landlord has thirty (30) days from the last day of the lease to sue Tenant(s) for possession under section 5714(1)(C)(2) of the Michigan Summary Proceedings Act (holding over after lease expires). 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(s) during the thirty (30) days following expiration of the lease does not waive the Landlord's right to seek possession as described in this paragraph. **Keys may not be left in unit!**

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Unless Tenant has been provided with documentation to the contrary,

1. Landlord has no knowledge of lead-based paint and/or lead based paint hazards in the housing, and
2. Landlord has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.

However, HUD estimates that 75% of the houses built before 1978 contain some lead-based paint. Tenant should assume this property was built before 1978.

EARLY TERMINATION: A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to the Landlord if 1) 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 2) 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.

MODIFICATION TO LEASE:

BY

TENANTS/CO-TENANTS DATE _____

Investor's Property Management, LLC Agent DATE _____

Investor's Property Management LLC, Agent

Investor's Property Management, LLC

2511 S. State, Ann Arbor, Michigan 48104

(734) 662-8832 Fax (734) 662-8864 InvestorPM@aol.com

ADDENDUM TO A CERTAIN LEASE ENDING August 15, 2009

PERTAINING TO

CITY CODE CHAPTER 105 OF TITLE VIII (SECTION 8:530)

PART 1)

- Ann Arbor City Ordinance Chapter 105 of Title VIII, (Section 8:530) prohibits landlords from entering into a new lease during the first 90 days of the current lease term unless certain conditions exist.
- Until such time as landlord can legally execute the lease, tenants may withdraw from the lease by providing written notice via first class mail to the landlord. Notice should also be provided to all other tenants.
- Landlord will provide tenants with notice that the lease has been signed by one of the following methods: in person; by telephone; by email or by first class mail to the email or street address given in the Application.
- Withdrawing from the lease does not entitle tenants to a refund of the nonrefundable application fee.

PART 2)

- Tenant(s) hereby gives written notice that they either MIGHT (____) or WILL NOT (____) seek renewal of this lease for a subsequent lease period. (Please check one, if known)

BY

TENANTS/CO-TENANTS DATE _____

Investor's Property Management LLC, Agent DATE _____

Investor's Property Management LLC, Agent