INITIALS
RESIDENT_____

MANAGER_____

LEASE AGREEMENT

NOTE: PLEASE RETURN ALL THREE COPIES FOR OWNER SIGNATURE

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.

Date: _____

Apartment Community: Varsity at Ann Arbor (the "**Community**")

Tenant: Name: _____ (herein, "**you**" or "**your**")

Permanent Address: _____

Landlord/Owner: **Varsity at Ann Arbor, LLC** (the "**Owner**" or "**us**," "**we**" or "**our**" and any reference to us includes our Manager)
Owner's Address for purposes of all notices: **425 E. Washington Street, Ann Arbor, MI 48104**

Property Manager: EDR Management Inc. ("**Manager**")

Lease Term: _____ ("**Starting Date**") to _____ ("**Ending Date**")

READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.

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1. LEASED PREMISES: We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom"**) in a _____ bedroom apartment, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the **"Common Areas"**). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the **"Apartment."** In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the **"Mail Box"**). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within 30 days of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages. Your Apartment and bedroom will be identified in an addendum to this lease.

2. LEASE TERM. The Lease starts on the Starting Date, and ends at 12:00 p.m. on the Ending Date (the **"Lease Term"**). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except as provided by law. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to and accepted by us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents If your Bedroom is not available for occupancy on the Starting Date of the Lease Term, this Lease shall not be void or voidable, nor shall we be liable to you for any loss or damage resulting therefrom, and the Ending Date shall not be affected. Notwithstanding the foregoing, if possession of your Bedroom has not been delivered to you within ninety (90) days following the Starting Date, either you or we, at our respective option at any time within thirty (30) days thereafter, but prior to the delivery of possession, may terminate this Lease by and upon written notice to the other, and we and you shall thereupon be released from all obligations under this Lease except for any of your financial obligations then due and payable, if any. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the Starting Date of the Lease Term.**

3. RENT AND ADDITIONAL CHARGES. Your **"Rent"** for the Term is $_____(plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in _____, (_____) equal installments of $_____ payable as follows; the first installment due on _____, _____, with remaining installments due on or before the 1st day of each month beginning _____, _____.

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The breakdown of your regular installments are:

$_____ for **"Base Rent"**;

$_____ for _____

$_____ for _____

$_____ for _____

Total Rent: $_____

With the exception of the first installment, you will pay us the "**Rent Installment,"** which is composed of the Base Rent and other incidental charges, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.

If your Rent is not paid by 10 AM on the third (3rd) day of the month, your Rent is late and you will be charged $35.00 in addition to your Rent. In addition, if rent is still due on the tenth (10th) of the month, you will be charged an additional late charge of $50.00. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

4. **DAMAGE AND SECURITY DEPOSIT (DEPOSIT).** You agree to pay us 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 you. In no case are we obligated to apply this Deposit to rent or other charges in arrears. If damages caused by you exceed the amount on Deposit, you agree 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:

Name:_____ Address_____

RETURN OF DAMAGE AND SECURITY DEPOSIT - In the event some or all of the Damage and Security Deposit is to be returned, we shall issue one check in the names of all occupants of the Apartment for the required amount, unless otherwise agreed in writing and signed by all of the occupants of the Apartment on this Lease. The check shall be delivered to the following person - _____.

NOTICE: You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

5. **APPLICATION OF PAYMENTS**. Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of $30 per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

6. **UTILITIES**. We will furnish the following utilities (through independent third party providers) if checked: X cable TV, X electricity, X gas, X water, X sewer, X garbage removal. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider. The basic cable package is included. If you choose to upgrade your cable services, the cable provider will invoice you directly to receive payment.

7. **INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measurers to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 7**.

8. **RELOCATION**. It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such

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unoccupied bedroom. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of $200 will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

9. **NON-REFUNDABLE SERVICE FEE**. In addition to the Rent you agree to pay, a one-time non-refundable service fee of $_____ for the use of facilities and service-related functions associated with this Lease (the **"Service Fee"**). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

10. **FURNISHINGS**. You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

11. **RIGHT OF ENTRY**. So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective tenants, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks.** You agree that your request for maintenance or repairs shall constitute permission to enter.

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.

12. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT**. We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty, except in the case of our failure to perform or negligent performance of a duty imposed by law. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our failure to perform, or negligent performance of, a duty imposed by law. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this Lease or otherwise. Any property you keep or store at the Community is at your own risk. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE COVERING PROPERTY DAMAGE AND GENERAL LIABILITY**.

WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime**.

Tanning Device Warning and Release. (if applicable) Use of tanning facility by you is subject to the following:

1. Your failure to wear eye protection may result in permanent damage to your eyes.
2. Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
3. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
4. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
5. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
6. If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
7. If you are pregnant, you should consult your physician before using a tanning device.
8. If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNING. ON BEHALF OF MYSELF AND MY FAMILY AND HEIRS, I ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. I WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT COMMUNITY IN WHICH THE TANNING DEVICE IS LOCATED (AS THEY ARE IDENTIFIED IN MY LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES,

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CONTRACTORS AND AGENTS, FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING DEVICE ITSELF AND/OR MY USE OR MISUSE OF THE TANNING DEVICE, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.

THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO MANAGER).

I have also reviewed the signs posted in the tanning facility warning, without limitation, users of a tanning device about the dangers of repeated exposure to ultraviolet radiation, failing to use protective eyewear, increases in sensitivity to ultraviolet radiation which could be caused by certain medications or cosmetics, and the need to consult a physician in certain circumstances as well as instructions for the safe use of the device. I UNDERSTAND THOSE WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR WHEN USING THE TANNING DEVICE.

13. **DAMAGE OR DESTRUCTION OF PREMISES**. If, in our opinion, your Bedroom or the Apartment should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

14. **DEFAULT**. You are in violation of this Lease if:

a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within ten (10) days of our execution of this Lease.
b. You fail to pay Rent or any other amount owed as directed by this Lease;
c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
g. You or your guests threaten or cause actual or potential physical harm to a person, violate any laws regarding the possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or engage in any other unlawful conduct regardless of whether such activity results in criminal charges;
h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
k. You violate any other terms or conditions of this Lease.

15. **REMEDIES**. If you are in violation of this Lease, we can, at our option, terminate this Lease, reenter your Bedroom and regain possession of your Bedroom in accordance with applicable law, or pursue any other remedies allowed by applicable law. Recovery of your Bedroom shall not relieve you of any obligation hereunder, and upon default, we shall be permitted to accelerate the rent due throughout the Lease Term and demand immediate payment thereof, provided, however, that you may not be liable for the total accelerated amount of rent due hereunder because of our obligation to minimize damages through reasonable attempted re-renting of your Bedroom, and either party may have a court determine the actual amount owed, if any.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

16. **RULES AND REGULATIONS**. You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us (**"Rules and Regulations"**). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

17. **CONDITION OF PREMISES**.

a. Acceptance of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the

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RESIDENT_____

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Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment**. You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.

c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including, without limitation, damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damage to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice any such charges will be deemed "Additional Rent." Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

18. **RIGHT OF REFUSAL**. Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

19. **TERMINATION**. No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.

20. **YOUR DUTIES UPON MOVE OUT**. When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 17 above.

21. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.

22. **CONSENT TO JURISDICTION**. This Lease has been entered into in the **COUNTY of WASHTENAW in the STATE OF MICHIGAN**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **the County of Washtenaw in the State of Michigan**.

23. **GOVERNING LAW**. This Lease is governed by and construed according to the laws of the **State of Michigan**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

24. **SEVERABILITY**. The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25. **ATTORNEYS' FEES**. If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs of such action incurred by us, including attorneys' fees as provided by law, in addition to any amounts awarded to us in such action.

26. **ENTIRE AGREEMENT**. It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

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27. **GENDER AND PRONOUNS**. Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.

28. **HEADINGS**. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

29. **ASSIGNMENT**. This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A $200 assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.

30. **TIME OF ESSENCE**. Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

31. **SUBORDINATION AND RIGHT TO ENCUMBER**. The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.

32. **SALES**. Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

33. **WAIVER**. Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.

34. **HOLDING OVER**. No hold-over occupancy is permitted without the advance written permission of Owner or Manager. 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. If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of $150.00 per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.

35. **NOTICES; ELECTRONIC NOTIFICATION**. All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail delivery, overnight delivery service or personal service, we may provide notice to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

36. **PARKING**. Parking is available in the parking garage located at the Community for a monthly fee. This parking garage is gated and for the exclusive use of residents that have leased an individual parking space within the garage. Upon leasing a parking space and paying the required Rent, a parking permit and gate opener will be issued to you. The permit guarantees a parking space and is also used for informational purposes in identifying vehicles in our parking garage. You may only park in your assigned space within the garage. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We have the right to tow any vehicles parked in spaces leased by other residents at the owner's expense. No guest parking is provided. Guests are required to park at parking meters along the street or any location not at the Community and at no time should park within the garage. Gate openers are the property of the Owner and must be returned on or before the Ending Date. If you fail to return the gate opener on or before the Ending Date you will be charged a $100 fee. Once parking has been added to the Lease Agreement, all terms of the Lease Agreement apply to Parking Rent, including the legal responsibility to pay the monthly Rent Installment throughout the Term until the Ending Date.

37. **PHOTOGRAPH RELEASE**. You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.

38. **INSURANCE**. You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE. In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.

SAMPLE

INITIALS
RESIDENT_____

MANAGER_____

39. **TRUTH IN RENTING ACT.** MCL 554.631 TO 554.641; Landlord and Tenant agree that this Lease shall not and is not intended to violate or waive any of the provisions of the Truth in Renting Act or any of the Statutes referred to in the Truth in Renting Act relating to fitness and habitability, security deposits, civil rights of handicapped persons, and consumer protections. If however, any provision of this Lease does in fact violate or waive any of the above statutes, then such provision shall be null and void but the other provisions of this Lease continue to remain in full force and effect.

40. **SERVICE MEMBERS CIVIL RELIEF ACT.** If, during the term of this lease, you enter military service or, if while in military service you receive military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, you may terminate this lease by delivery of a written notice and a copy of the military orders to Owner/Manager. The termination will be effective 30 days after the first date on which the next rental payment is due and payable after the notice is delivered. This paragraph is intended to comply with the Service members 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.

41. **TERMINATION PURSUANT TO MCL 554.601a.** If you have occupied the leased premises for more than thirteen (13) months, you may terminate the Lease by a sixty (60) day written notice to the Owner/Manager 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 Owner/Manager with written proof of that eligibility, or (b) you haves become incapable during the lease term of living independently as certified by a physician in a notarized statement.

42. **CONTROLLED SUBSTANCES.** Your tenancy may be terminated because you, a member of your household, or other person under your control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises. We may terminate the tenancy by giving you a written twenty-four (24) hour Notice to Quit. For purposes of this subsection, "controlled substance" means a substance or a 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 333.7211, 333.7212, 333.7213, 333.7214, 333.7215, and 333.7216 of the Michigan Compiled Laws.

43. **WASHTENAW COUNTY CLEAN INDOOR AIR REGULATION.** You shall comply with all requirements of The Washtenaw County Clean Indoor Air Regulation and ensure compliance on the part of members of your household, guests or agents. We may terminate the Lease Agreement if chronic violations of the Washtenaw County Clean Indoor Air Regulation occur by you, members of your household or other persons under your control. Chronic violations are defined as three or more of either Washtenaw County Clean Indoor Air Regulation violations and/or written notices by us. To access the Regulation in full text, visit website www.eWashtenaw.org.

44. **TERMINATION PURSUANT TO MCL 554.601b.** A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

45. **GUESTS AND OVERNIGHT STAYS**. You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of five (5) nights per month, but only three (3) consecutive nights each month, and in no event more than 30 days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

46. **CONDITION OF PREMISES - COMMENCEMENT INVENTORY CHECKLISTS**: You acknowledge receipt of TWO (2) blank copies of a commencement inventory checklist. You shall fill out both checklists and return one to us within seven (7) days after you take possession of the Apartment. Excepting those items, specifically noted by you, IN DETAIL, on said inventory checklist, you accept the Apartment and appliances and furnishings, therein, in good condition. In the event you accept the Apartment containing furniture or trash from a previous tenant, you must indicate which items were left by the previous tenant in order to avoid being charged for their removal upon termination of your tenancy. The commencement inventory checklist is solely for the purpose of assessing damages and is not a warranty or promise by us that any item listed thereon will be provided or repaired by us.

47. **END OF TERM CONDITION OF PREMISES: TERMINATION INVENTORY CHECKLIST:** When the Lease Term expires or is otherwise terminated, you must promptly remove all of your personal property and surrender possession of the Apartment to us, broom clean and in the same condition as the Apartment was delivered to you at the beginning of the Lease Term, normal wear and tear excepted. At the termination of your occupancy, we shall complete a detailed list of damages we claims were caused by your, a copy of which shall be forwarded to you under the terms of Section 4 above.

48. **CITY OF ANN ARBOR TRUTH IN RENTING STATEMENT**. By execution of this lease, you acknowledge receipt of "Rights and Duties of Tenants", a booklet provided by the City of Ann Arbor and Section 8:529 of the City of Ann Arbor Housing Code.

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INITIALS
RESIDENT_____

MANAGER_____

"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 form our own union. Such duties may include the duty to pay rent and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear."

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

This landlord has neither told you nor written anything in your lease that is known to be deceptive or a misrepresentation of your rights, however the statement contained in the outline above is required by City charter.

YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

YOU: _____
Printed Name

BY: _____
Your Signature

DATE: _____

OWNER: **Varsity at Ann Arbor, LLC**

By: EDR Management Inc., a Delaware corporation, agent for Owner

BY: _____
Authorized Signature

DATE RECEIVED: _____

SAMPLE

INITIALS
RESIDENT_____

MANAGER_____

RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these **"Rules and Regulations"** for the purpose of preserving the welfare, safety, and convenience of tenants in the **Varsity at Ann Arbor**, for the purpose of making a fair distribution of services and facilities for all tenants and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. If the Community allows pets, you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Apartment. Otherwise, pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:
   First: A written warning will be issued to you specifying the complaint and a $100.00 charge will be assessed against you. **The pet must be removed from the Property immediately**. You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.
   Second: Upon a second violation, a $200.00 charge will be assessed against you, and we may declare the Lease Agreement to be in default.
   Service animals and companion animals are permitted to accommodate those with disabilities as required by law. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-tenant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. **THIS IS A NO SMOKING COMMUNITY**: Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.

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INITIALS
RESIDENT_____

MANAGER_____

12. Resident Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Any vehicle/motorcycle parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of $25.00 per key will be made for each key lost or not returned. Locks are changed at a cost of $45.00 per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to $50 for each item that we must remove.
16. No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.
17. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than $100,000 per occurrence ("**Insurance Requirement**"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings – it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other tenants at the Community a program (the "**Program**") providing tenants with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through Multifamily Insurance Partners, LLC. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. **If you arrange your own personal liability insurance from a company other than Multifamily Insurance Partners, LLC, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.**

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

A. From Multifamily Insurance Partners LLC through the Program. If you elect to purchase personal liability insurance (or renters insurance) from MFIP, MFIP will provide us with the required proof of insurance. (You may access this Program at ***www.StudentInsurancePolicy .com*** or by calling **866-341-1314.**

OR

B. From another insurance company of your choosing, in which case you must:

(1) Obtain and maintain a policy of $100,000 personal liability insurance
(2) Have your insurance policy designate Owner and Manager as an "interested party"
(3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

18. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:

1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions.
These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others. We

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INITIALS
RESIDENT_____

MANAGER_____

strongly encourage you to purchase insurance to cover damage to your personal belongings. The community owner and management company assume no liability for personal loss.

19. Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.

SAMPLE

INITIALS
RESIDENT_____

MANAGER_____

PARENTAL OR SPONSOR GUARANTY

Apartment Community: **Varsity at Ann Arbor** (the "**Community**").

Tenant/Resident: Name: _____

In consideration for, and as an inducement to us in making the Lease to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to us and our successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums due under the Lease. You acknowledge that you have a relationship with the Tenant and as a result of that relationship you will derive a substantial benefit from the making of the Lease to Tenant. Once you sign this Guaranty it is your legal obligation to pay us sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless we are seeking money from you for your payment responsibilities under this Guaranty, we do not have to provide any notices to you. You hereby waive each and every notice to which you or the Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Tenant. Once any sums are due under the Lease we may collect them from you without making efforts to sue or otherwise try to collect such sums from the Tenant. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of us to enforce the Lease against the Tenant, any failure to give notice of default to the Tenant or other notices due under the Lease and any duty to give you notice of facts about the Tenant. We may, on one or more occasions, in our sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Tenant all without any notice to you or effect on your obligations under this Guaranty. Any obligations Tenant has to you are subordinate to Tenant's Lease obligations to us. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligations under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Tenant becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until we have been fully paid all sums due under the Lease. If we institute any legal proceedings against you to enforce this Guaranty and prevail in such action, you will be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Washtenaw** County in the **State of Michigan**. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: _____ _____
SIGNATURE OF GUARANTOR DATE

_____
PRINTED NAME OF GUARANTOR

RELATIONSHIP TO TENANT: (i.e. Mother, Father, Grandfather, And Grandmother): _____

_____ _____
BILLING ADDRESS CITY/ STATE/ZIP CODE TELEPHONE

_____ _____ _____
SOCIAL SECURITY NUMBER CELL PHONE NUMBER EMAIL ADDRESS

_____/_____/_____ $_____
DATE OF BIRTH MONTHLY INCOME

_____**N O T A R Y**_____

STATE OF _____, _____ COUNTY

SAMPLE

INITIALS
RESIDENT_____

MANAGER_____

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, _____.

_____
Notary Public

[NOTARIAL SEAL] My commission expires:

OR

WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVE WITH COPY OF STATE OR FEDERAL PHOTO I.D.

_____ _____
AUTHORIZED REPRESENTATIVE'S SIGNATURE AUTHORIZED PERSON'S PRINTED NAME

SAMPLE