

SUMMARY

Read this section carefully, there's some important stuff in here.

address (the "premises"):

Street

landlord:

Ross Realty
info@MSUCribs.com

renters (the "tenants"):

"lease term" starts

on: August 1st, 20xx

term ends on (move-

out): August 15th, 20xy

application fee:	\$200.00
monthly fee:	\$ 1st
prorated rent:	
total rent:	
discount amount:	
discount rent:	
security deposit:	
payments due on:	
utilities paid by renter(s):	electricity, gas/heat, water, and internet
utilities paid by cribspot:	none
pets:	not allowed
off-street parking:	driveway
on-street parking:	none
amenities:	dishwasher
house cleaning:	none
snow & ice - renter(s):	responsible for shoveling and salting both walkways and
lawn care - renter(s):	pavement owner provides bi-weekly lawn mowing
bedroom furnishings:	none
common furnishings:	fridge, washer, dryer

TERMS

The nitty gritty part of the lease.

1. PREMISES

Ross Realty leases to Tenants the dwelling located at the address defined as the Premises in the Summary section for private residential occupancy, together with the fixtures, furnishings, parking and appliances therein at any time furnished by Ross Realty (collectively, the "Premises") for the above stated Lease Term. The Premises are conclusively presumed to be in good condition at move-in, unless Tenants specify objections on the move-in inventory checklist. Such objections are not a request for repairs.

2. FIRST MONTHLY INSTALLMENT

Tenants agree to pay Ross Realty first month's rent on or before lease signing as a **Non-Refundable Payment** to reserve the Premises. This payment shall be applied toward Tenants' first monthly installment of rent. In the event Tenants, for any reason, decide not to lease the Premises, fail to pay the security deposit (see security deposit section), or fail to deliver properly executed Consent to Liability Forms (see Consent to Liability Forms section), Tenants shall forfeit first month's rent to Ross Realty. Ross Realty's remedies against the Tenants shall not be limited by such forfeiture.

3. RENT

As set forth in the Summary, Tenants shall pay the Total Rent in even consecutive monthly installments, plus all other rent and charges that becomes due under this Lease, based on the Payment Due Date set forth in the Summary. In addition, Tenant shall pay any prorated rent provided in the Summary before move-in. Rent is paid when received by Ross Realty.

4. TERM AND POSSESSION

The Lease Term runs from the start to end date outlined on the Summary. Tenants cannot move-in and take possession until Ross Realty has received a completed application and co-sign agreement or paystub from every Tenant, in addition to first month's rent, the security deposit, and payment for any outstanding charges. Tenants should notify Ross Realty in writing of their anticipated move-in date.

If the Premises are not ready for occupancy when the Term commences, Ross Realty's sole liability to Tenants is abatement of Tenants' rent, in the same percentage that the Premises are not ready for occupancy, from the date the Term commences to the date the Premises are ready for occupancy, which date is at Ross Realty's exclusive determination.

5. MEANS OF PAYMENT.

Tenants can pay rent and other charges/fees online by bank ACH, QuickPay, PayYourRent, Venmo, PayPal, credit card, debit card, or other means if approved by Ross Realty in writing. Tenants may also mail payments by check to P.O. Box XXXX, West Bloomfield, MI but a \$5 processing fee might apply. Means of Payment may change from time to time. Ross Realty may pass on any fees incurred by the bank, company, vendor, etc to the Tenants.

6. PREPAYMENT DISCOUNT

If Ross Realty receives a monthly installment on or before the first day of each month in which that installment is due and if Tenants are in full compliance with all other provisions of this Lease, Tenants will be granted a Discount Amount on that monthly installment and may pay the net discounted monthly

installment in the amount of Discounted Rent. If Tenants paid the first monthly installment prior to move-in, the second monthly installment will be due the following month, and must be paid by the 1st to be eligible for the discount. This discount is meant to encourage prompt payment of monthly installment. A late monthly installment may subject Tenants to late fees, eviction proceedings, and liability for damages.

7. NOTICES

Notices to Tenant (excluding security deposit claim notices) shall be emailed to the Tenant at the address listed on the signature page or delivered to the Premises. Notices to Ross Realty, including security deposit communications, shall be emailed to info@MSUCribs.com. Ross Realty may change the mail-to address from time to time and will notify Tenants via email. All notices required by this lease or by law shall be sent in writing. Notices that are mailed using the U.S. Postal Service (including security deposit claim notices) are deemed received by the other party on the next regular day for delivery of mail after being properly addressed, stamped with sufficient postage, and deposited in a United States mailbox. Notices sent via email are deemed received on the day they are sent.

8. UTILITIES

Tenants are responsible for the utilities listed on the Summary page. Ross Realty will charge Tenants for any outstanding utility costs due by the next Payment Date, in addition to any monthly rent and fees due. Any utility costs incurred after the last Payment Date will be subtracted from the Tenant's security deposit. These costs are considered additional rent under this Lease. Tenants are expected to use the utilities "reasonably", which is defined by the electric and water company's monthly energy estimates. Monthly utility costs may vary slightly depending on the severity of the winter and the Tenant's thermostat and energy conservation practices. Significant costs above estimates may lead to additional charges.

9. SECURITY DEPOSIT

Tenants shall pay the security deposit so many days before taking possession of the Premises, as outlined on the Summary page, to secure the faithful performance of this Lease by Tenants, including payment of all rent and other amounts due to Tenants, and as security against any damages to the Premises, except reasonable wear and tear. Ross Realty may terminate the lease and keep the non-refundable rent installment should the security deposit not be paid within the time frame provided in the Summary.

Tenants shall not apply the security deposit under any circumstances in payment of rent, additional rent, or any other amount due to Ross Realty. Tenants shall forfeit their security deposit in the event Tenants vacate the Premises prior to expiration of this Lease. Within thirty (30) days following termination of this lease, Ross Realty shall return the balance of the security deposit, together with any accrued interest thereon, if required by law, to Tenants after making any deductions for amounts owed by Tenants to Ross Realty. Ross Realty shall provide a written itemization of such deductions. Such deductions may include costs of cleaning, costs of repair of the Premises, unpaid rent or utilities and any other amounts Tenants must pay under the terms of this lease.

The written itemization may be emailed to Tenants at the email addresses written next to each of their names. The balance will be divided into equal proportions, unless otherwise agreed by all Tenants, and returned by ACH, debit card, credit card, check or other means, at Ross Realty's discretion.

The security deposit will be held at JP Morgan Chase Bank in an escrow account of Ross Realty Inc., and may be mingled with the security deposits of Ross Realty's other tenants. Ross Realty may change the bank where the security deposit is being held with written notification to the Tenants. If there are multiple tenants on this Lease, their security deposit is one joint deposit, and occupancy of the Premises is terminated when the last tenant, or his/her subtenant or assignee, vacates. If Tenants cause damages that exceed the amount on Deposit, they will pay those excess damages immediately upon receiving Notice thereof.

Tenants must each notify Ross Realty in writing within seven (7) days after termination of this lease of a forwarding address where the remainder of the security deposit (if any) will be sent; otherwise Ross Realty shall be relieved of sending an itemized list of damages and the balance of the security deposit.

10. APPLICATION OF TENANTS' MONEY

Money received by Ross Realty from Tenants (or in their behalf) shall be applied to Tenants' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; sixth to charges, fines, and assessments against Ross Realty caused by Tenants; seventh to rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

11. CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY

Tenants must complete and return an inventory checklist to Ross Realty within seven (7) days of taking possession of the Premises. Except for those items specifically noted by the Tenants in detail on the inventory checklist, Tenants accept the Premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Ross Realty that any item listed thereon will be provided or repaired by Ross Realty. If Tenants fail to return the inventory checklist, this will be conclusive evidence that all items noted thereon were in good condition on the date Tenants took possession of the Premises.

12. APPLIANCES

Tenant shall keep all appliances in the same condition as they are upon commencement of the lease term, ordinary wear and tear excepted. Tenants shall be liable to Ross Realty for any repair or replacement costs, at Ross Realty's option, associated with any damaged, removed, lost, stolen, or impeded appliances. All appliances are leased in "as is" condition and shall not be removed from the Premises.

13. PETS

Tenants acknowledge and agree that no animal, bird or reptile shall be brought into or kept in or about the Premises unless provided in the Summary page. Due to the damage pets can cause, if Ross Realty discovers an unauthorized pet on the Premises, a \$500 fee shall be assessed (per occurrence). The charging of such fee shall not be deemed consent to such pet.

14. SNOW & ICE

Tenants agree that snow and ice removal responsibilities will be as outlined in the Summary. If Tenants are responsible, Tenants can opt to have Ross Realty handle at cost with the bill being added to monthly

rent on the Payment Date.

15. LAWN CARE

Tenants agree that lawn care responsibilities will be as outlined in the Summary. If Tenants are responsible, Tenants can opt to have Cribspot handle at cost with the bill being added to monthly rent on the Payment Date.

16. USE AND QUIET ENJOYMENT

Tenants shall comply with all applicable laws and ordinances; use the Premises only for strictly residential purposes; and refrain from all conduct that unreasonably disturbs each other, other tenants, occupants, neighbors of the building, or Ross Realty. Tenants must not do any of the following, or allow someone else to do any of the following:

- a. Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
- b. Do anything to the structure or its surroundings that may be hazardous, or that will cause the owner's insurance to be cancelled or premiums to increase,
- c. Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the Premises,
- d. Deface or damage, or allow another to deface or damage, any parts of the Premises,
- e. Change the locks or install any additional locks or bolts without Ross Realty's written consent,
- f. Place a waterbed or other heavy article on the Premises without Ross Realty's written consent,
- g. Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes, or
- h. Install any antenna or satellite without Ross Realty's written consent. No business of any sort shall be located in or conducted from the Premises. Tenants are entitled to quiet enjoyment of the Premises throughout this lease so long as they comply with its Terms.

17. ALTERATIONS

Alterations to the Premises without Ross Realty's prior written consent are prohibited (e.g., painting, wallpapering, installing locks, etc.). Ross Realty is not liable to reimburse Tenants for any alteration, unless agreed to in writing. Alterations are the property of Ross Realty, but upon Lease expiration or earlier termination, Ross Realty may designate, in writing, alterations it wishes to have removed, and Tenants, at their expense, shall remove them promptly and repair any damage caused thereby, leaving the Premises in the same condition it was before the alteration. Tenant shall discuss in advance with Ross Realty a preferred method of hanging pictures and posters, which shall include no permanent modifications that will cause damage to the drywall. Tenant is responsible for damage to the walls beyond reasonable wear and tear.

18. PAINTING

Tenants may paint the Premises as long as Ross Realty approves the color and area. If the tenant would like, Ross Realty will provide the painting tools (paintbrush, tape, roller, tarp, etc). Tenant agrees to paint

with care, avoiding any paint marks on the trim, floor, door, and other accessories.

19. ILLEGAL DRUG USE

Tenants must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the Premises. When aware of a violation of this provision, Ross Realty may file a formal police report. Ross Realty may recover possession of the Premises by summary proceedings when Tenants holds over the Premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.

20. MAXIMUM OCCUPANCY/LICENSING

Tenants acknowledge that the Premises is subject to city zoning and building codes and housing regulations restricting occupancy. Only Tenants listed on this lease agreement are authorized to live in the Premises, unless with written approval from Ross Realty.

21. JOINT AND SEVERAL LIABILITY

The Tenants recognize and agree that although each Tenant may sign a separate copy of this lease, each Tenant is agreeing to be bound by the terms and conditions herein. When there is more than one Tenant listed on the lease Summary, each Tenant is jointly and severally (individually) liable for full performance of all lease obligations. This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants. This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others.

22. ENTRY BY ROSS REALTY

The Premises' owner, Ross Realty, along with their agents or employees, 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 Premises, and to show the Premises for sale or lease. Except during an emergency or when Ross Realty reasonably believes there is an emergency, all entries shall be made at reasonable hours provided and Ross Realty shall make reasonable efforts to notify Tenants of its intention to enter and to arrange a mutually convenient time to do so. They agree to enter only after knocking, to leave the Premises in as good of a condition as when entered, to clean and remove dirt and debris that result from the performance of maintenance and repairs, and to lock the Premises when leaving unless otherwise requested by Tenants.

23. MAINTENANCE

Tenants shall maintain the Premises in a neat, clean, and orderly manner; use and maintain them in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities; observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Ross Realty when there is a need for Ross Realty to perform repairs or maintenance.

Tenant must notify Ross Realty **IMMEDIATELY, BY PHONE at 313-515-5505, 313-350-2288, 313-702-6999 or 517-230-9676** of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.

Tenants shall not cause or permit any waste or misuse of any utility fixtures or of any portion of the Premises. Tenants shall reimburse Ross Realty for all damages caused by such waste or misuse; for all permit, inspection, and certification costs Ross Realty incurs because of Tenants' noncompliance with this

Lease or applicable laws; and for all damages resulting from Tenants' not timely reporting the need for repair or maintenance. Ross Realty may invoice Tenants for the cost of any repairs/replacements (other than normal wear and tear) during the Term of this Lease. The amount of such invoices is deemed additional rent and shall be due with the rental installment for the month following the month in which the invoice is sent. Tenants shall pay and be liable to Ross Realty, the owner, and/or the owner's insurer (in contract and/or tort) for the repair of all damage to, and/or replacement of, the Premises and structure of which they are a part, including fire and flood damage, in any way caused or made necessary by Tenants, their guests, invitees, licensees, or agents. Nothing in this clause waives or lessens the owner's obligation to maintain and repair the Premises under Michigan law, but Ross Realty is not so liable when it has not been informed of the need to repair.

24. DELAYED MAINTENANCE

Due to the nature of student rentals and the fact that the majority of Ross Realty's rental units turn over in August, some non-essential maintenance may be delayed for up to one month after the start of the Term of this lease agreement.

25. REPAIRS

Notwithstanding the list of responsibilities below, Tenant shall pay for the repair of any damage to the Premises caused by Tenant, his/her family, guests, invitees or anyone on the Premises by reason of association with the Tenant. Ross Realty may require Tenant to pay for such repairs before they are made, provided there are no judicial or mediation proceedings pending. The owner agrees to make all necessary exterior and structural repairs to the Premises and to the electric, gas, plumbing and heating systems, if any, which may from time to time become necessary. Tenant agrees not to hold Ross Realty responsible for failure to repair until Tenant has notified Ross Realty of the need for repair in writing and a reasonable amount of time has passed after such notice. Repairs required due to lack of proper maintenance shall be the responsibility of and reasonably billed to the Tenants.

26. TENANT NEGLIGENCE

Tenant shall be responsible for the maintenance, repair, and replacement of the following: (i) electrical switches, base plugs, lighting fixtures, fuses and circuit breakers or other items used by the Tenant (ii) all plumbing repairs including clogged drains and disposals, faucets and showers, and repairs to plumbing lines due to freeze-ups or other Tenant negligence, (iii) repairs to appliances, including if applicable, range and ovens, refrigerator, freezer, dishwasher, garbage disposal, clothes washer and dryer, security systems or other items where such repairs are necessary due to negligence of Tenant, (iv) repairs to windows, window and door screening, window and door glass, doors and storm doors, if such repairs are necessary due to negligence by Tenant. The owner will be responsible for wiring inside the walls.

27. COSTS & FEES

Should the Tenant break any provision of this lease or Rules & Regulations promulgated from time to time by the Landlord, Ross Realty may take action to correct the matter after providing reasonable notice of at least 24 hours (unless an emergency). Ross Realty will then pass through any costs/fees to the Tenants, which could include dump, haul away, labor, material, opportunity, and other expenses. Ross Realty will always provide advanced warning for impending fee not outlined in this lease, along with any means to rectify without a fee.

28. APPLICATION

Each of Tenants' applications to lease and all representations contained therein are incorporated as part of this lease. Tenant warrants that all information contained therein and herein is true, and authorizes verification thereof. If any of that information is false, Ross Realty may terminate this lease or exercise any other available remedy.

29. LEASE SUBSTITUTION

In the event an individual Tenant decides not to lease the Premises and substitutes another person in his/her place, the substituted Tenant shall pay Ross Realty his/her proportionate share of said Non-Refundable Payment, shall become a party to this lease, and shall comply with all provisions of this lease. The proportionate share shall be one divided by the number of Tenants signing this lease.

30. CO-SIGN AGREEMENT

Should Tenant make less than Each Tenant agrees to have Tenant's parent(s) or guardian(s) sign and return one fully executed Co-Sign Agreement (aka Consent Form or Surety Agreement) to Ross Realty within fourteen (14) days of Tenant's signing this lease. In the event the Tenant fails to return all said Consent Forms to Ross Realty by this date, Ross Realty, at its option may elect to default Tenant, declare this Lease null and void, and seek whatever remedies are available to Ross Realty by law. Ross Realty may waive this requirement in writing.

31. HOLD HARMLESS

Tenants agree for themselves, their heirs, and personal representatives to hold Ross Realty harmless from all damages, including damages to the Premises and structure of which they are a part; all lost rents for the Premises and structure of which they are a part; and all liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them, including common areas of any apartment building. When claims against Ross Realty's insurance are paid because of acts or omissions of Tenants or Tenants' visitors, guests, or invitees, Tenants will reimburse Ross Realty for any insurance deductible it pays.

32. DAMAGE TO TENANTS' PROPERTY

Ross Realty and its agents do not provide any insurance coverage for personal property of Tenants, their guests, or invitees and shall not be liable for any damage, loss, or destruction of such property from any cause, including acts or omissions of third parties, unless caused by Ross Realty's or its agents' nonperformance or negligent performance of a duty imposed by law or by their grossly negligent or intentional actions. TENANTS SPECIFICALLY ARE ENCOURAGED TO INSURE THEIR PERSONAL PROPERTY.

33. RETURN OF PREMISES

Tenants shall return the Premises at the expiration of the Term (or earlier termination) in as good a condition as when received, reasonable wear and tear excepted. Early surrender of the Premises, including surrender accepted in writing, does not extinguish any of Tenants' obligations to perform under this Lease, including payment of all rent and additional rent required hereunder. Tenants agree to return possession of the Premises in clean condition, free and clear of trash and debris. This obligation is contractual between the undersigned parties and the Tenant's security deposit shall not be used to offset Tenant's obligation under this provision of this Lease.

34. REMOVAL FEES

Should Tenants leave any items on the Premises past the termination/end of this lease, Tenants will be

charged the cost to remove such items, which may include labor, materials, and dumping fees.

35. LEASE TRANSFER

Ross Realty reserves the right to transfer this lease to the owner's agent at any point during the Lease Term at the mutual decision of Landlord and Tenant. All provisions in this lease agreement pertaining to "Ross Realty" will be replaced by and be the responsibility of the Agent of the Premises. Tenants agree that this lease will remain in full effect upon lease transfer. Tenant's security deposit will be transferred and held at the bank of the owner's or Agent's choosing.

36. AMENDMENTS TO THIS LEASE

This Lease may only be amended in writing, signed by all parties; except that on 30 days' written notice to Tenants, Ross Realty may amend this Lease to conform with changes required by federal, state, or local law, rule, or regulation or to implement changes in rules relating to the Premises that are required to protect the physical health, safety, or peaceful enjoyment of Tenants and guests. Upon giving such notices, this Lease is deemed amended in accord with the terms specified in the notice.

37. CAPTIONS

Paragraph captions and comments are to assist with identification and have no legal significance.

38. WAIVER

Ross Realty's nonenforcement of a provision of this lease on one (1) or more occasions is not a continuing waiver of Ross Realty's right to enforce the provision, and its consent to an act of Tenants on one (1) or more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Tenants. No breach is waived by Ross Realty unless waived in writing.

39. SEVERABILITY

A court ruling that a portion of this lease is invalid or the parties' written agreement not to observe a portion of this lease shall not invalidate any other clauses of this lease.

40. SUCCESSORS BOUND

Heirs, successors, assigns, and representatives of Ross Realty and Tenants shall be bound by the Terms of this lease.

41. CHRONIC LATE PAYMENT OF RENT

Rent is due on the Payment Date. Notwithstanding Paragraph 9, Ross Realty may terminate this Lease because Tenants are chronically late with rent payments. Chronic late payment means failing to pay rent by the due date on three or more occasions during the Term.

42. EARLY TERMINATION

Provided the Tenant is not in default hereunder at the time of giving notice, strictly complies with all of the provisions of this paragraph, and termination is effective on the last day of the calendar month, Tenants may terminate this lease before the expiration of the original term by:

- a. Giving Landlord one (1) full calendar month advanced written notice; and
- b. Paying all monies due through the date of termination; plus
- c. Paying an additional amount equal to four (4) months of rent as liquidated damages

It is hereby agreed that the amount of actual damages for early termination would be difficult if not impossible to ascertain, and that the foregoing amount is a reasonable liquidation of such damages and is not intended as penalty.

43. DEFAULT AND REMEDIES

Tenants' noncompliance with any Term of this Lease is a default. If Tenants default and shall constitute forfeiture and entitle Ross Realty to terminate the tenancy and re-take possession of the premises as provided by law. Ross Realty may terminate this tenancy on 24 hours' written notice if Tenants (or any one of them), a member of Tenants' household, or other person under Tenants' control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the Premises. Tenants shall reimburse Ross Realty for all legal fees, costs, and expenses legally recoverable and for all damages caused by their default, including costs of rerenting the Premises, such as showing, advertising, and preparing them; all lost rent for the remainder of the Term and succeeding Terms for which Ross Realty and Tenants have a lease and for which Ross Realty does not collect through mitigation; and the maximum amount of interest allowed by Michigan law on Tenants' debt, from the date Tenants vacate. Tenants may not be liable for the total accelerated amount because of Ross Realty's obligation to minimize its damages, and either party may have a court determine the actual amount owed. If other Premises owned or managed by Ross Realty are available for lease, it shall not be unreasonable for Ross Realty to lease them before Tenants' Premises. From the date of execution, time is of the essence of this Lease. If Ross Realty terminates this tenancy or obtains a judgment against Tenants for possession that is not redeemed, all renewals, lease extensions, or leases for a future Term that Ross Realty and Tenants have executed, or to which they have agreed, are canceled.

44. UNFITNESS

If the Premises become wholly unfit because of fire or other casualty, Ross Realty may terminate this lease by written notice to Tenants, and Tenants shall surrender the Premises to Ross Realty. If for the same reasons the Premises become partially unfit, or wholly unfit without Ross Realty's

terminating the Lease, Ross Realty shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are unfit, unless the unfitness is caused by negligence or intentional misconduct of Tenants, their family, occupants, employees, guests, invitees, agents, or anyone on the Premises by reason of association with any of them, in which case rent shall not abate. Ross Realty is not liable for failure to repair until Tenants notify Ross Realty of the need for repair and a reasonable time to make the repair has passed thereafter. For purposes of Ross Realty's right to terminate this Lease, the Premises are "wholly unfit" if 50 percent or more of the Premises are unfit.

45. ASSIGNMENT, SUBLETTING, AND OCCUPANCY

Tenants may not assign this Lease or sublet any of the Premises without Ross Realty's prior written permission, which shall not be denied unreasonably. Ross Realty may evaluate proposed assignees and subtenants as it evaluates prospective Tenants, including acceptability to remaining prime Tenants. In addition, any assignees and subtenants must pay a security deposit and sign a sublet agreement provided by Ross Realty. Unless Ross Realty authorizes an assignment or sublet, only those listed herein as Tenants/occupants may occupy the Premises. Any unauthorized assignment or sublease shall be a default under this lease.

46. ABANDONMENT

If during the Term rent is unpaid for fifteen days following the due date and a substantial portion of Tenants' possessions have been removed, Tenants shall be deemed to have abandoned the Premises. In such a case, Ross Realty may enter the Premises and remove remaining possessions of Tenants without liability therefor. Ross Realty may dispose of such possessions however Ross Realty chooses, and Tenants shall reimburse Ross Realty for all costs it incurs in that regard.

47. HOLDING OVER

Tenants shall vacate the Premises, remove all personal property, return all keys to Ross Realty, dispose of all trash, and clean the Premises on or before the expiration date of the Lease. If Tenants retain possession thereafter without Ross Realty's written permission, Ross Realty has thirty days from the last day of the lease to sue for possession under section 5714(1)(c)(ii) of the Michigan Summary Proceedings Act (MCL 600.5714(1)(c)(ii), holding over after lease expires). If suit is not brought within that time, the tenancy shall continue on a month-to-month basis from the date the Lease expires, and all other Terms of this lease shall remain in full force and effect; except that Rent shall increase to the rate of \$50 multiplied by the maximum number of occupants as set forth under City ordinance, per day, regardless of the number of Tenants that remain in possession. This rental rate shall be effective beginning on the first day after Lease expiration, regardless of whether suit is brought or the tenancy becomes month to month. Ross Realty's acceptance of money from Tenants during the thirty days following Lease expiration does not waive Ross Realty's right to seek possession as described in this paragraph, and Tenants shall compensate Ross for all damages caused by their unauthorized holdover.

48. WAIVER OF SUBROGATION

Each party does hereby remise, release and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty in the event waiver of subrogation is carried by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the insured party under such insurance.

49. LEGAL EXPENSES

Tenants shall pay all costs, expenses and attorneys' fees incurred or expended by Ross Realty due to the enforcement of Ross Realty's rights following Tenant's' breach of the Terms and agreements of this lease, to the extent provided for by Court rules, statute or ordinance.

50. TIME OF ESSENCE

From the date of execution, time is of the essence of this Lease.

51. ENTIRE AGREEMENT

This lease, together with the Rules and Regulations attached hereto and Tenants' application to lease, is the parties' entire agreement, and they enter it voluntarily. There are no other agreements that are part of this lease or to which the parties are bound unless specifically enumerated herein. Tenants covenant that the information supplied in their lease application was and continues to be accurate. Tenants' recognize and agree that they must follow all of the Rules and Regulations set forth in the Rules and Regulations attached to this lease, which Rules and Regulations may be amended from time to time by Ross Realty. If Ross Realty so amends the Rules and Regulations, Ross Realty will provide notice of the amendment to Tenants, and upon delivery of such notice the Rules and Regulations will be binding on the Tenants.

52. TENANT RIGHTS 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.

53. LEAD DISCLOSURE

Ross Realty has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Ross Realty has no reports or records pertaining to lead-based paint and/or lead-based paint 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. Tenant acknowledges receipt of "Protect Your Family From Lead in Your Home" before signing.

ORDINANCES

Disclosures required by the state and city law.

ADDENDUM

Any changes to the lease agreement.

RULES & REGULATIONS

These are boilerplate rules for safety reasons, but we are always happy to make an exception.

Tenant shall, in addition to all Lease provisions, observe and abide by these Rules and Regulations, and shall be bound by and comply with any further reasonable rules and regulations hereafter established by Ross Realty. Tenant further agrees to inform guests, invitees, visitors and others on the Premises (including unwelcome visitors) of all relevant lease provisions, Rules and Regulations and shall be responsible for any violation thereof by any such person. Tenant shall pay all fines and damages resulting from non-compliance.

SIGNAGE & WALL HANGINGS.

No sign, advertisement, notice or other lettering shall be exhibited or affixed by any Tenant outside the Premises. Tenants will not put stickers, adhesive labels, tape, gum, etc. on any surface anywhere in the premises, including but not limited to doors, windows, appliances, ceilings, porches, etc unless permitted by Ross Realty.

FURNISHINGS.

No upholstery shall be put on the front porch, in the hall, in the basement, nor on a balcony. No water-filled furniture (Jacuzzi or water mattress) shall be used or permitted on the premises. Tenants shall not place personal property, trash, furniture or any other items within 5 feet of hot water heater or furnace. In addition, no barbeque grills of any kind may be used on any balconies or porches.

ROOFS.

Tenants are not allowed access to any part of the roof. Tenants shall not go out onto or store furniture, grills or any other items on roof. Violation of this could result in eviction and the at cost expense will result in roof inspection fees and cost of any repairs needed due to the illegal access.

TRASH.

Tenants are responsible for taking personal trash to dumpster or designated area no sooner than 12 hours before the day of pickup by the City and returned to the storage area no later than the morning after pickup. Tenants at no time shall leave trash at any other location. Tenants may pay the haul away cost should they choose not to remove any trash left in other locations. Litter must be removed within 8 hours from the time a litter violation notice is posted on the property or within 2 hours if personally served. The City is ultra-vigilant on game days, often ticketing during a game. Any tickets issued because of a violation shall be charged to the Tenants.

WINDOWS.

Tenants shall keep windows closed in inclement weather and shall be liable for any damage caused by failure to do so. Damaged screens or windows will be replaced at cost to Tenant.

FIREPLACE.

Tenants shall not use the fireplace if one is located on the Premises.

PIPE-FREEZE PREVENTION.

Tenants shall maintain the temperature at a minimum of 60 degrees Fahrenheit at all times and shall be responsible for all damage resulting from failure to do so (e.g., frozen pipes). Ross Realty may adjust the

Premises' thermostat to prevent pipe-freeze or other related damage. If Tenant plans to be away from the Premises for any length of time, the heat must be left on during the cold season and the windows closed to avoid broken pipes and water damage.

FIRE ESCAPES.

Fire escapes are provided for emergency use only. Tenant agrees not to use fire escapes, porch roofs, or ledges for normal ingress and egress, for sunbathing, or for any purpose whatsoever except to exit in case of an emergency.

FILTERS.

Regular replacement of furnace filters as needed to keep furnace clean and operational. Ross Realty will cover the cost of replacement filters.

PESTS.

Tenants will practice good housekeeping to prevent insects, pests and vermin. Ross Realty will provide free mouse or bug traps should there be evidence of an intrusion. Tenants will maintain the traps. If the situation worsens, Tenants agree to reimburse Ross Realty for exterminator services required because of Tenant's housekeeping practices.

MOLD & MILDEW.

Tenants acknowledge that it is necessary for Tenants to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenants agree to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenants agree not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Tenants also agree to immediately report to Ross Realty: (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common areas; (ii) any evidence of mold-or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Premises; and (iv) any inoperable doors or windows. Tenants further agree that Tenant shall be responsible for damage to the Premises and Tenants' property as well as injury to Tenants, occupants and guests resulting from Tenants' failure to comply with the terms of this paragraph.

KEYS/LOCKS.

Ross Realty may retain a key to the Premises throughout the lease. Tenants must not change or add any lock/smart-locks without Ross Realty's prior written consent or face the penalty mentioned below, and Tenants shall provide Ross Realty with a key to any new or altered lock immediately upon its installation. Tenants must never gain entrance to the Premises by force through a window or door, or otherwise without a key. Tenants should never share any keycode combo or key with anyone one else, except in the case of an emergency.

UNAUTHORIZED USE OF MAILING ADDRESS.

Only a Tenant may use the mailing address of the Premises.

SMOKING PROHIBITED.

Smoking is prohibited by Tenants, their guests, or invitees anywhere inside the structures located on

the Premises. The fine below will be charged if Ross Realty finds evidence of smoke/smoking in the Premises. Tenants may, however, smoke outside on the Premises, but shall immediately properly dispose of all cigarette butts or other smoking-related trash. Tenants agree to pay the actual charges for each time Ross Realty removes smoking-related trash, which amount shall be deemed to be additional rent due hereunder. \$500 per instance for evidence of smoke/smoking.

SMOKE DETECTORS.

Upon moving into the Premises, and on an ongoing basis during the Lease Term, Tenants shall check and ensure that all smoke detectors are present and working. In the event a smoke detector does not work or beeps, replace the battery. If the battery is removed from the smoke detector or if the smoke detector is damaged, disabled, removed from its mounting, or missing, Tenants shall be charged cost to replace smoke detectors.

SLEEPING AREAS.

Basement and attic areas of individual houses may not be used for sleeping or as bedrooms per City Code. Tenants in violation of this rule agrees to remove beds, bedding and personal belongings immediately upon Ross Realty's request.

OBSTRUCTIONS.

Hallways and stairways shall not be obstructed or used for any purpose other than ingress and egress from the Building. Tenants shall not place or store any items on porches, in hallways or in common areas.

TOILETS.

Tenants shall not flush down toilet feminine hygiene products, bar soap, rags, rubbish or items which may clog or interfere with proper functioning of plumbing. Tenants shall not use Drano or similar products to unclog pipes.

ELECTRICAL.

Tenants shall not interfere in any manner with the heating or lighting or other fixtures in the building or run extension cords or electrical appliances in violation of any applicable building, fire or life safety code.

LIGHTING.

Ross Realty shall equip the Premises with light bulbs upon commencement of the Lease Term. Thereafter, Tenants are responsible for replacing light bulbs throughout the Lease Term as necessary so that upon surrendering possession to Ross Realty all fixtures are properly equipped.

ENTRYWAY.

Tenants shall not prop open or cause to be unlocked entry doors.

LAUNDRY.

Tenants agree not to abuse or mistreat laundry areas.

DRILLING.

Drilling of ceramic tile or wood trim is not allowed.

A/C UNITS.

Tenants should ask for permission to install a portable air conditioner in the Premises.

GUESTS.

You're welcome to have friends or girlfriends/boyfriends sleep over, just make sure they aren't crashing in the common areas (unless everyone is okay with that).

NOISE.

Please be conscious of and limit any noise early in the morning (before 8:00 am) or late at night (after midnight).

HOUSEMATE RESPECT.

Anything loud, smelly, or bright might annoy people. On the flip side, be patient and reasonable. It's everyone's home and should be able to enjoy it.

HOUSE RULES.

You guys may decide on other house rules as the year goes on.

East Lansing Lease Addendum

City of East Lansing

Code Enforcement & Neighborhood

Conservation 410 Abbot Rd., Second Floor

East Lansing, MI 48823

Ph. 517 319-6857

Website: cityofeastlansing.com

LICENSE AND INSPECTIONS.

A current valid rental license is required for all rentals and must be displayed inside the premises. A person who rents out or occupies a rental without a license may be fined a maximum fine of up to \$1,000 per day. All rentals are subject to inspections by City code enforcement personnel.

OCCUPANCY LIMITS.

This unit is licensed for a maximum of unrelated individuals or a family. This occupancy limit must be displayed on the license and stated in the lease. Owners and all tenants may EACH be fined a maximum fine of up to \$1,000 each day of over-occupancy.

SLEEPING ROOMS.

Basements, attics and other rooms cannot be used as sleeping rooms if they do not comply with requirements for windows, square footage, exits and ventilation. These requirements are in place for the health and safety of the tenants. Violators may be fined a maximum fine of up to \$1,000 per day. Under these requirements, using the following areas as a sleeping room is illegal: **basement, living room**

PARKING.

Park only in designated areas. Parking on the lawn, over the sidewalk, or on the street from 2 a.m. to 6 a.m. is illegal and subject to tickets and fines.

This unit has legal parking spaces, as shown on the attached parking plan.

This unit is in a neighborhood **without** (with or without) permit parking.

TRASH AND RECYCLING.

The owner shall provide a City of East Lansing 96 gallon Easy Cart for every 4 renters where the City provides recycling and trash service. Owners and/or tenants shall properly store, remove, and dispose of all trash/litter and recyclable items. All other trash must be in City trash bags available at City Hall, the Department of Public Works and local stores. Trash must be placed at the curb for pickup and shall not be set out earlier than 8:00 p.m. the evening before scheduled pickup. Easy Carts and containers must be brought in from the curb by 10:00 a.m. the day after pickup. Recycle bins are available for purchase from the department of public works. Responsible party should check and initial below.

All trash must be stored in an easy cart and may not be stored in front of the house. Indoor furniture is not permitted outside.

Responsibility of trash Removal from Storage Area to Curb for Pickup: Tenants

Trash and Recycling Service provided by: **owner** (Owner or City)

NOISE OR PUBLIC NUISANCE:

Penalties for noise violations may result in civil and criminal fines up to a maximum of \$1000 and up to 90 days in jail. A property is a public nuisance if it is in violation of drug, liquor, public health, safety or welfare laws. The penalties are substantial and may include eviction and forfeiture of personal property, and may result in restrictions or revocation of the rental license. Any violation of East Lansing City Code may be deemed a public nuisance.

FIREWORKS:

No person shall ignite, discharge, or use consumer fireworks on public property, including streets, sidewalks and public parks, at any time. No person shall ignite, discharge, or use consumer fireworks on private property except on the day preceding, the day of, and the day after a national holiday. Violations are punishable by a fine up to \$500 and/or 90 days in jail.

PARTY LITTER.

Bottles, cans, cups, kegs, food wrappers, containers, and other waste materials left in yards can be ticketed following a tiered system (\$50 on the first offense, up to \$400 on the fourth) and could lead to conditions being imposed on the rental license if there are five or more tickets. The violation notice is issued to the occupants of the property.

SNOW SHOVELING/GRASS CUTTING/LEAF RAKING.

Grass must be shorter than 6 inches. Sidewalks must be shoveled by midnight if the snow accumulates before noon, if it accumulates after noon it must be cleared by midnight of the following day. Violators may be fined. Appropriate tools must be provided by the property owner to the tenants if any of the following responsibilities are assigned to the tenants. Responsible party should check and initial.

SNOW SHOVELING: responsible for shoveling and salting both walkways and pavement

GRASS CUTTING: owner provides monthly lawn mowing

LEAF RAKING: owner provides monthly lawn mowing

PETS.

Pets are **not allowed** in this unit. Dogs must be licensed at Ingham County Animal Control (517/676-8370). Pets must not be kept in the front yard. Pets must be kept in a clean area. Pets that are not licensed or properly cared for may be impounded. Dogs must always be confined or on a leash.

NEIGHBORHOOD ASSOCIATION.

Most areas of the City have active Neighborhood Associations. Your unit is in the **Bailey Neighborhood**. Call City Hall at (517) 337-1731 to contact a representative in this group.

LEGAL AGENT.

This unit may have a legal agent, someone to whom the owner legally assigns responsibility for all aspects of managing this unit.

Agent: **Ross Realty, Inc**

Under City Code, responsibility for trash removal and property maintenance are assigned to the property owner. However, under terms of this lease, and as noted in this addendum, specific

responsibility may be assigned to the tenants.

We, the undersigned owner, legal agent, and tenants, have read the addendum, checked and initialed the addendum in the spaces indicated, circled items indicated, and filled in the blanks with the correct information.

SIGNATURE

This is where you agree to everything stated.

I have read and understand the entire lease. I voluntarily agree to all its terms and conditions. I am mentally competent and 18 years or older:

Tenant:

Signature:

Date: