

Check here if there are attachments to this lease.
 Read all agreements BEFORE SIGNING.
 Sign all attachments

ARBORSTONE PROPERTIES

RENTAL LEASE

The Lease is made on _____ by and between: Arborstone Properties LLC as LESSOR and _____ as LESSEE(s)

AGREEMENTS: By signing this Lease Agreement, the LESSOR and LESSEE(s) agree to the following terms and conditions.

1. **DESCRIPTION OF PREMISES AND TERM:** The LESSOR agrees to lease to the LESSEE(s) the premises of _____ for a term beginning at 12:00 (noon) on _____, and ending at 12:00 (noon) _____
2. **RENTAL RATE:** The LESSEE agrees to pay the LESSOR for the above rental term the total sum _____ in monthly installments as follows: **on the 1st day of _____** and a like sum on the first day of each month and every month thereafter, to and including the first day of _____. A total rent has been established for the Lease term, which in many instances will be less than 365 days. The total rent is then divided by the number of months in the lease term to arrive at equal monthly payments. Therefore, there will be no pro-rated amounts due at the beginning or end of the Lease.
3. **RENT PAYMENTS VIA SINGLE CHECK:** Rent is due and payable in one (1) payment on the first day of each month, as multiple payments will not be accepted. It is the LESSEE's responsibility to pool/combine their monies and submit/remittance a single check to the LESSOR for the entire amount of rent due. A single payment may also be made by using the pay link included on a monthly invoice sent to you. Online payments are processed through Intuit, which charges a small fee per transaction.
4. **OCCUPANCY LEVEL:** Occupancy shall be no more than allowed by applicable housing codes and shall be limited to the person who has signed the lease or acquired legal rights of occupancy under it, and at the above rental rate shall be limited to not more than **_____ persons.**
5. **OBLIGATIONS OF CO-RESIDENTS:** Each LESSEE under the lease is jointly and severally liable to the LESSOR for the rent due. Therefore, each LESSEE may be held responsible for the total amount of rent due for the dwelling. This means that if any LESSEE fails to pay rent, any one of the other LESSEES or any number of the other LESSEES may be held liable by the LESSOR for the missing and unpaid rent. The defaulting LESSEE, however, may remain liable to the other LESSEES for the unpaid rent.
6. **APPLICATION OF PAYMENTS:** All monies paid to LESSOR by LESSEE, or on behalf of LESSEE, shall be applied to the LESSEE's account in the following manner. First to outstanding late fees and dishonored check charges; second to outstanding repair charges and lock-out charges; third to trash

removal charges and other charges provided for in the lease, fourth to outstanding legal fees and court costs as allowed by law, fifth to outstanding utility bills, and sixth to the rent.

7. **SECURITY DEPOSIT:** LESSEE(s) agrees to pay the LESSOR the sum of _____ (not to exceed 1 ½ month's rent) as security/damage deposit in which _____ **is a nonrefundable cleaning fee.** Security deposit is due on or before **lease signing, no later than** _____ as a condition of giving possession to LESSEE(s). In no case is LESSOR obligated to apply this deposit to rent or other charges in arrears. If damage caused by the LESSEE(s) exceeds the amount on deposit, LESSEE(s) agrees to pay for such upon receipt of notice of damage and costs provided that there are no judicial or mediation questions involved. The **security deposit** will be held at: Name: **Old National Bank.** Address: **2950 State St. Ann Arbor, MI 48104.**

8. **RETURN OF SECURITY DEPOSIT:** If only one person signs this lease as LESSEE, LESSOR shall return the security deposit in check or money order payable to that person. If more than one person signs this lease, LESSOR and LESSEE(s) agree that the security deposit shall be returned as follows:
The security deposit shall be returned in a check or money order payable to one person, chosen by the LESSEE(s), who shall act as agent of all other persons who have signed this lease or acquired legal rights of occupancy under it, in dividing the security deposit according to any shares the LESSEE(s) have agreed upon, and in remitting those shares to each person. LESSOR shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any changes against the security deposit made by LESSOR, which shall be matters solely for the LESSEE(s) to agree upon. The person named to act as agent for the return of the security deposit shall be submitted in writing to LESSOR before the end of this lease. **You must notify your LESSOR in writing within 4 days after you move out of a forwarding address where you can be reached and where you will receive mail; otherwise, your LESSOR shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.**
As required by Michigan law regarding use of security deposits, the LESSOR will make use of inventory checklists at the beginning and ending of occupancy and will provide the LESSEE(s) an inventory checklist when the LESSEE(s) assumes possession of the Premises. The LESSEE(s) will note the condition of the Premises and its furnishings and return the form to the LESSOR within 7 days. The LESSEE(s) are entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the prior LESSEE(s).

9. **LATE FEES:** Rent payments are due, in advance, on the first day of each and every month and are considered delinquent if not received by the LESSOR on the 2nd day of the month. **There shall be a late fee of \$50.00 if the full rental payment, including any additional rent as defined herein, is not received in the LESSOR's office by the fifth (5th) day of the month.** There shall be a \$50 charge for each check returned "non-sufficient funds" or otherwise uncollected. After three (3) NSF checks or otherwise uncollected checks, LESSOR shall have the right to require payment by cashier's check or money order. Late fees returned check charges, legal fees and court costs as allowed by law, repair charges, lock-out charges, unpaid utility bills, costs for rescheduling the dumping of trash containers when illegally blocked are all defined as additional rent. Additional rent charges may be deducted from the damage and security deposit at the end of the lease term or any extension thereof. In the event LESSEE(s)' rent payment is late on three (3) or more occasions during the Lease term or during any consecutive twelve (12) month extension thereof, LESSOR shall have the right to terminate this Lease upon Fifteen (15) days written notice and recover such damages as allowed by law.

10. **UTILITIES:** LESSEE(s) shall furnish and directly pay for **electricity, gas and water.** LESSOR shall have no obligation to provide utilities that are the responsibility of LESSEE as previously defined. In the premises where the LESSEE provides heat, the premises must always be kept sufficiently heated during the Lease to avoid damage to the premises. LESSEE may not have the heat terminated for any reason and LESSEE shall be responsible for any damages caused by LESSEE not keeping the heat turned on. LESSEE agrees that the LESSOR shall not be held responsible for any interruption in the utility's

services beyond LESSOR's control or due to necessary repairs, replacement, or alterations. LESSOR has the sole right to designate LESSEE's utilities. **Failure to place utility bills in LESSEE's name will result in a 50.00 administrative fee per utility bill invoice.**

11. **PARKING:** Parking is provided in designated areas only and in accordance with the terms and conditions in the attached Addendum or Parking Exhibit B if applicable.
12. **FURNISHINGS:** This dwelling unit is rented as furnished. See attached furniture addendum. All furnishings and equipment are in an "AS IS" condition. No water filled furniture shall be allowed on the Premises. Any furniture, whether belonging to the LESSEE or LESSOR, that is outside the rental unit on a porch, balcony, lawn, etc. may be removed at LESSOR's sole discretion at the LESSEE's expense.
13. **DOMESTIC VIOLENCE:** A LESSEE who has a reasonable apprehension of present danger to him or he 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.
14. **PETS:** The LESSEE or their guest shall not harbor, keep, or bring into the demised premises or building, dogs, cats, reptiles, fish, or other animals unless an agreement has been made in writing with the LESSOR. The LESSOR as a result of LESSEE'S violation of this rule may access a \$500.00 fee, declare the Lease null and void and order LESSEE to vacate the premises in thirty (30) days.
 - a) A LESSEE seeking a reasonable accommodation for an Emotional support or service animal under the Fair Housing Act, must provide documentation from a qualified professional that the individual is disabled and that the requested accommodation is necessary for the LESSEE to enjoy the unit as someone without a disability.
15. **STATE OF MICHIGAN TRUTH IN RENTING NOTICE:**
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.
16. **CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE:**
City ordinance requires LESSOR to furnish to LESSEE(s) prior to executing a lease a copy of RIGHTS AND DUTIES OF TENANTS. LESSEE signature acknowledges receipt of booklet.
17. **DAMAGE TO TENANT'S PROPERTY AND INSURANCE:** Unless caused by the LESSOR or his agent's negligence and/or failure to maintain the dwelling unit as required by applicable law, the LESSOR and/or his agent shall not be responsible for any theft, damage, loss, or destruction of personal property of the LESSEE(s) or their guests due to fire, water, or other casualty or cause. **LESSEE(s) are encouraged to insure personal property.**
18. **CONDITION OF PREMISES:** In accordance with applicable law, LESSOR warrants that the premises are clean, sanitary, and fit for residential use at the time of occupancy and that the premises will be maintained in compliance with such law. LESSEE(s) will give reasonable notice to LESSOR of the need for repairs. LESSOR agrees to make all necessary repairs to maintain a Certificate of Compliance and Occupancy from the City of Ann Arbor or other appropriate authority. Violations of the Ann Arbor Housing Code must be corrected as prescribed by the City of Ann Arbor or other appropriate local authority, or LESSEE(s) may withhold rent and may choose to pay into the City escrow account as prescribed by City Ordinance, or into another escrow account as permitted by law. LESSEE(s) may at any time take other action as provided by law.
19. **FLAMMABLES:** The LESSEE shall not use or keep flammable or explosive material in the demised premises, public area, furnace and utility closets, storage lockers, or storage rooms, no use any method of

heating or than that supplied by LESSOR.

20. **RETURN OF UNIT AND FURNISHINGS:** LESSEE(s) agrees to return rental unit and all furnishings to LESSOR in the same condition as when taken, reasonable wear and tear and damage by the elements expected.
21. **MAINTENANCE AND REPAIRS:** LESSEE(s) agrees to maintain the Premises in accordance with applicable police, sanitary and other regulations imposed by any government authorities. LESSEE(s) agrees to observe all reasonable regulations and requirements of underwriters concerning use and condition of the premises tending to reduce fire hazard and insurance rates. LESSEE(s) shall pay for the repair of any damage to the premises caused by LESSEE, members of LESSEE's household, guests or invitees. This includes, but is not limited to, damage to dishwasher, disposal, drains, or toilets caused by foreign matter being deposited therein. Additionally, the LESSEE is specifically responsible for damage to walls, doors, trim, and furniture caused using tape, glue, or stick-on types of wall hangers. If the LESSEE(s) fails to notify LESSOR of the need for repair in a timely manner resulting in additional damage and/or extra expense to the Premises, LESSEE(s) agrees to reimburse LESSOR, on demand as additional rent, for all damage resulting from LESSEE(s) negligence in failing to report the needed repair.
22. **ACCESS TO THE PREMISES:** LESSOR's access to the premises shall be controlled by applicable local ordinances or state statute, if any. If there is no specific local ordinance relating to access, the LESSOR, its agents, or contractors shall after a good faith effort to give notice, have access at all reasonable hours to the leased premises for the purpose of examining and/or showing the premises to prospective buyers or prospective residents or for making alterations or repairs on the premises which the LESSOR deems necessary. LESSOR shall have access at all reasonable hours to perform LESSEE requested repairs unless indicated to the contrary by LESSEE. In the event of an emergency, LESSOR, its agents, or employees, shall have immediate access without notice.
23. **ALTERATIONS:** LESSEE shall make no alterations, additions or improvements in or to the premises without LESSOR's prior written consent, and then only by licensed contractors in accordance with workmanship and quality standards agreed to in writing in advance by LESSOR. All alterations, additions or improvements to the premises made by either party shall become the property of the LESSOR and shall remain upon and be surrendered with the premises at the end of the term. This includes, but shall not be limited to, additional locks, permitted types of hooks on walls, carpet, paint and other such improvements.
24. **SNOW REMOVAL:** LESSEE(s) of single-family dwellings are responsible for removing snow and ice from all driveways, porches, and stairs. LESSOR is responsible for clearing snow from all city walkways and approaches.
25. **BALCONIES/PATIOS/PORCHES:** LESSEE(s) shall not use the balcony/patio/porch, if any, for storage of any kind and shall at all times keep the balcony/patio/porch free from trash, debris, and unsightly furnishings or objects. LESSEE(s) shall not use the balcony/patio/porch for hanging out of rugs, sheets, blankets, clothing, etc. Patio or lawn type furniture only is permitted on the balcony/patio/porch. LESSOR shall have the right to remove from the balcony/patio/porch anything LESSOR, at his sole discretion, deems unsightly or a nuisance, at LESSEE(s) expense. For fire safety there shall be no grilling or cooking on decks, balconies, patios, or porches except with propane gas grills. LESSEE(s) will not place upholstered furniture which is not intended or designed for outdoor use on exterior porches, balconies, porches, decks, landings, or other areas exposed to weather. LESSEE(s) acknowledges that the City of Ann Arbor Housing Code prohibits such activity, and that the City may remove offending

furniture at LESSEE's expense. LESSEE(s) agrees to reimburse LESSOR for all costs associated with LESSEE's violation of this paragraph and agrees that any such costs may be charged as additional rent.

26. **LIGHT BULBS:** LESSEE(s) will be responsible for changing all light bulbs in any and all light fixtures during the lease term.
27. **SMOKE DETECTORS:** LESSEE(s) agrees not to disarm or remove batteries from smoke or carbon monoxide detectors. LESSEE(s) further agrees to replace batteries as necessary and to leave a working battery in the smoke detector at the end of the Lease term. LESSEE(s) is responsible for any and all damages to the Premises that are caused by the LESSEE(s) disarming smoke detector or failing to replace a battery in order to keep a smoke detector functional.
28. **CHRISTMAS TREES:** For fire safety, only non-flammable artificial Christmas trees are permitted in the Premises.
29. **TRASH REMOVAL AND RECYCLING:** All trash and garbage shall be disposed of in the building's respective containers or dumpster. LESSEE(s) are responsible for placing their refuse at curbside for city collection and for the pickup and proper disposal of any debris associated with their trash or its disposal. **LESSEE(s) will be billed at the rate of \$50.00 per bag for any cleanup necessitated by trash not being properly bagged and disposed of.** LESSEE(s) agrees to comply with all mandatory and/or voluntary recycling procedures established by the City of Ann Arbor and/or the LESSOR. LESSEE further agrees to reimburse LESSOR for any costs incurred by LESSOR that can be attributed to LESSEE(s) non-compliance with this paragraph of the Lease. These costs shall be considered additional rent and due with the LESSEE(s) next rental payment. The City of Ann Arbor will issue a citation and corresponding fine for trash and/or trash containers placed at the curb more than 24 hours in advance of the scheduled pickup or left there more than 24 hours after the scheduled pickup. Any associated fines for noncompliance will be LESSEE(s) responsibility.
30. **TIME:** LESSOR and LESSEE(s) agree that time is of the essence for the performance of maintenance, repairs, and payment of the rent and that LESSEE(s) must vacate the premises at the conclusion of this lease term. No holdover tenancy is permitted without advance written permission of the LESSOR.
31. **TERMINATION OF LEASE:** If LESSEE(s) fails to meet the terms of this lease, LESSOR may elect to terminate the lease, re-enter, and take possession of the premises, only in accordance with the statutes of the State of Michigan, and only after providing written notice to LESSEE(s). LESSOR shall re-enter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by LESSEE(s) and shall not reenter by means of force, lockout, or termination of essential services. In the event of recovery of the premises by the LESSOR, the LESSOR shall use his best efforts to re-rent the premises on reasonable terms. LESSEE(s) agrees to pay LESSOR any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of this lease.
32. **DAMAGE TO PREMISES AND UNTENANTABILITY:** In case the building or improvements on the premises are injured or destroyed in whole or in part by fire or other catastrophe during the term of the lease, LESSOR shall immediately make repairs on the premises, so that they are substantially the same as they were prior to such fire or other catastrophe. If the entire premises are rendered untenable, rent shall abate entirely. In the event only a portion of the premises are rendered untenable rent shall abate on a pro-rata basis until such time as the premises are restored to a tenable condition. Provided that in the event the building or improvements shall be destroyed to an extent that LESSOR determines it inadvisable to restore then the LESSOR may at its option terminate this lease by written notice to the LESSEE. There shall be no abatement of rent if the fire or other cause damaging the leased premises results from the negligence or willful act of LESSEE, LESSEE's family, Licensees, agents, invitees or guest.

33. **USE AND QUIET ENJOYMENT:** The LESSOR agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the premises. LESSEE(s) agrees to use the premises for residential purposes only in a quiet, peaceable, and lawful manner, and to refrain from any conduct that disturbs the use and quiet enjoyment of LESSEE(s) in other units. The city of Ann Arbor has a noise ordinance, and it is the LESSEE's responsibility to become familiar with the provisions of the ordinance.
34. **SUBLETTING ASSIGNMENT:** LESSEE(s) will not sublet or assign the premises in whole or in part without the written consent of the LESSOR. As per law, LESSOR will not unreasonably withhold such consent. Subletting by less than all of the LESSEES requires the written consent of the other LESSEES. Co-LESSEE(s) will not unreasonably prevent their fellow LESSEE(s) from subleasing or assigning their interests in this lease. LESSEE(s) may obtain a sublease agreement, inventory checklist, and *Rights and Duties of Tenants* booklet at the housing information office or our website, www.arborstoneproperties.com. LESSOR shall be provided a copy of the sublease agreement signed by LESSEE(s) and subtenant(s). A one-time \$200.00 fee will be assessed for each lease assignment. No additional furnishing or change in furnishing will be provided for any subletting or lease reassignment.
35. **WASHTENAW COUNTY CLEAN INDOOR AIR REGULATION:** LESSEE(s) shall comply with all requirements of the Washtenaw County Clean indoor Air Regulation and ensure compliance on the part of members of LESSEE(s) household or LESSEE's guest or agents. The Washtenaw County Regulation was approved by the Washtenaw County Board of Commissioners to "protect the public from the harmful effects of secondhand smoke exposure by substantially prohibiting smoking in public and private worksites and public places". LESSOR may terminate the lease agreement if chronic violations of the Washtenaw County Clean Indoor Regulation occur by LESSEE(s), member of LESSEE's household or other persons under LESSEE's control. Chronic violations are defined as three or more of either Washtenaw Clean Indoor Air Regulation violations and/or written notices by LESSOR. To access the Regulation in full, visit www.ewashtenaw.org.
36. **SMOKING:** The leased premises have been designated as Non-Smoking. LESSEE(s) shall not smoke any substance including but not limited to tobacco and marijuana products, in the leased premises or allow members of the LESSEE(s) household or LESSEE's guest or agents to smoke in the leased premises. Under no circumstances is smoking allowed in any common area of the building or property including but not limited to hallways, basements, laundry rooms, storage areas, or building entryways. LESSOR may terminate the Lease agreement if chronic violations occur by LESSEE(s), members of the LESSEE's household, or other persons under LESSEE's control. Chronic violations are defined as three or more written violation notices from LESSOR.
37. **MARIJUANA:** Smoking, growing, or cultivating marijuana is prohibited anywhere in or on the premises, regardless of whether Tenant or any other person is a qualifying patient under the Michigan Medical Marihuana Act.
38. **CONTROLLED SUBSTANCE:** The LESSOR may terminate this Lease upon twenty-four (24) hours written notice if a LESSEE(s), member of LESSEE's household, or other person under the LESSEE's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Premises. This provision shall apply only if a formal police report has been filed by the LESSOR alleging that the LESSEE(s), member of LESSEE's household, or other persons under LESSEE's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the premises. For purposes of this provision, "controlled substance" means a substance or counterfeit substance classified in Schedule 1, 2, or 3 pursuant to sections 7211 to 7216 of Act No. 368 of the public health code, MCL 333.7111 to 333.7216.

39. **ADDITIONAL FACILITIES:** It is expressly understood and agreed by LESSEE(s) that if the LESSOR shall provide parking space, storage area, laundry facility, play areas, or any other facilities outside of the demised premises, same shall be deemed gratuitously provided by LESSOR, and that if for any person shall use the any of the above, such person does so at his own risk and upon the expressed understanding and stipulation that; LESSOR shall not be liable for any loss of property through theft, casualty or otherwise, or for any damage or injury whatsoever to person or property.
40. **KEYS AND LOCKS:** In the event that a key is lost, a replacement key will be provided to the LESSEE for a charge of \$15.00 during normal business hours. The LESSOR and its agents shall retain a pass key to the leased premises. No lock shall be altered, removed, changed, or added by the LESSEE(s), except as provided by local ordinance and subject to the following provisions. If the LESSEE(s) request that the exterior lock(s) of the leased premises be changed, the LESSOR shall change the lock so that it will open with a different key. **The request for a new lock must be signed by all LESSEEs and must include a commitment to pay the fee of \$50.00 as additional rent with their next rental payment.** After receipt of the request, LESSOR shall modify the lock(s) within ten (10) days. The modification shall permit the use of a master key. LESSEE(s) should, when leaving the premises, lock all doors. **If the LESSEE(s) is locked out of the leased premises after normal business hours, the LESSOR's lockout service will unlock the door after the \$75.00 lockout fee per lockout has been paid in advance and proper identification has been provided and the individual requesting service is a LESSEE who has signed the lease.** Under no circumstances will entry be provided to anyone that is not on the lease agreement. "Locked out" service is not a right, but a service provided by the LESSOR for the additional fee and is subject to the availability of staff. Anytime LESSOR is in LESSEE's apartment, LESSOR will lock all locks when leaving. LESSEE(s) should, when in the apartment or upon leaving, keep all doors locked.
41. **KEYLESS ENTRY:** If the property has a keyless entry, a new secure code will be issued at the start of a new lease and all previous codes removed. A secure code will be programed for the LESSOR and its agents. The LESSEE shall treat their code the same as a key. If the LESSEE(s) request that their code of the leased premises be changed, the LESSOR shall change the code so that it will open with a different code. **The request for a new code must be signed by all LESSEEs and must include a commitment to pay the fee of \$50.00 as additional rent with their next rental payment.** After receipt of the request, LESSOR shall modify the lock(s) within ten (10) days. If the property has both a keyless entry and a keyed lock, LESSEEs are responsible for carrying their key in case the keyless entry should fail. **If the LESSEE(s) is locked out of the leased premises after normal business hours, the LESSOR's lockout service will unlock the door after the \$75.00 lockout fee per lockout has been paid in advance, proper identification has been provided and the individual requesting service is a LESSEE who has signed the lease.**
42. **SERVICE MEMBERS CIVIL RELIEF ACT:** If during the term of this lease, LESSEE enters military service or if while in military service LESSEE receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, LESSEE may terminate this lease by delivery of a written notice and a copy of the military orders to LESSOR. 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. LESSOR may not evict a servicemember or dependents of a servicemember during a period of military service from premises that are occupied primarily as a residence and for which monthly rent does not exceed the statutory amount (adjusted for inflation). This paragraph is intended to comply with the Servicemembers 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 portion of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.
43. **HOLD-OVER:** No holdover occupancy is permitted without the advance written permission of the LESSOR. In the event the LESSOR consents to a holding over by the LESSEE(s), upon expiration of the

term herein specified, it shall operate as an extension of this Lease month to month only. 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. Also, any such person shall be responsible for any and all cost associated with such holdover which shall include, but not be limited to, extra cleaning and maintenance costs (which would be required in an expedited manner to get the unit ready for the next LESSEE(s)) and any lost rental income from the new LESSEE(s). In the event LESSEE(s) hold over without LESSOR's written consent LESSEE(s) shall pay rent during the holdover period in the amount of two times the monthly rent.

44. **NOTICES:** All notices to be given hereunder by either party shall be in writing and given by personal delivery or shall be sent via email or by the US Post Office addressed to the party intended to be notified at the address for that party contained in the Lease Agreement. Notice is deemed to being given three (3) days after being deposited in any Post Office Box regularly maintained by the US Post Office with the full address properly placed thereon with postage prepaid.
45. **MODIFICATIONS:** Any changes made to the lease 30 days after the first LESSEE(s) signature to the lease, including but not limited to assigning or subleasing will incur a fee of \$200.00 per transaction.
46. **CANCELLATION:** LESSEE(s) may cancel this rental agreement or application for it within 24 hours after LESSEE(s) has signed such agreements or applications, unless this period falls within 30 days prior to the commencement of the term of this agreement, in which case cancellation may be prohibited. LESSEE(s) shall provide written notice of cancellation to the LESSOR signed by all LESSEE(s) or Applicant(s). LESSOR agrees to return all monies upon receipt of such notice except for up to one-half of one month's rent equivalent which the LESSOR may retain as re-rental and cancellation charge.
47. **INSOLVENCY:** The LESSEE(s) agrees that if the estate created hereby shall be taken in execution or by other process of law, or shall be declared insolvent according to law, or any receiver by appointed for the business and property of the LESSEE, or if any assignments shall be made of the LESSEE's property for the benefit of creditors, then and in such event this lease may be cancelled upon fifteen (15) days written notice from the LESSOR.
48. **ABANDONMENT:** If at any time during the term of the Lease Agreement, LESSOR believes in good faith that LESSEE(s) has abandoned the leased premises and the current rent is unpaid, LESSOR may re-enter the leased premises and put out the remaining possessions of LESSEE(s) without liability, therefore. Abandonment shall be conclusively presumed if rent is unpaid for fifteen (15) days following the due date, and either one (1) a substantial portion of LESSEE's possessions have been removed, or two (2) acquaintances of LESSEE or other reliable sources indicate to LESSOR that LESSEE(s) has left without the intention of reoccupying the leased premises. In the event of abandonment by the LESSEE, and in the event LESSEE(s) has left personal property on the premises LESSOR may dispose of said personal property in anyway the LESSOR chooses. This provision shall apply to all items of personal property, except those items for which the LESSOR and LESSEE(s) have made a specific written agreement. No oral agreement may alter this provision. LESSEE(s) shall reimburse LESSOR for all cost incurred by LESSOR in removing LESSEE's personal property or debris from the leased premises, any storage area, or common area.
49. **ATTACHMENTS/CHANGES TO THIS LEASE:** Attachments are hereby incorporated into this lease for use in conjunction with this lease.
50. **Counter Parts:** All documents associated with the Lease Agreement and Addendum to Lease are valid when signed in counter parts.
51. **OBSERVATION OF THE LEASE:** LESSOR shall not be responsible in any way to LESSEE(s) for

non-observance of other leases on the part of the LESSEE(s). The LESSOR will make a reasonable effort to promote observance of the Lease as allowed by law.

52. **NUMBER OF PAGES:** LESSEE(s) hereby acknowledges that he/she has read the lease Agreement in its entirety.

SIGNATURES (Read agreements on reverse side before signing):

_____	LESSOR/Date	_____	Property Manager/Date
_____	LESSEE/Date	_____	LESSEE/Date
_____	LESSEE/Date	_____	LESSEE/Date
_____	LESSEE/Date	_____	LESSEE/Date

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