

# ZARAGON WEST

401 Thompson Street  
Ann Arbor, Michigan 48104  
("Building")

## Apartment Lease ("Lease") Form 1011

<b>Lease Date:</b>	
<b>Tenant ("you"):</b>	Name: _____ Address: _____ _____ Tel #: _____
<b>Lease Term:</b>	Commencement Date <b>9:00 AM</b> _____ Maturity Date <b>12:00 PM</b> _____
<b>Monthly Rent:</b>	\$ _____ per month.
<b>Security Deposit:</b>	\$ _____. Due upon execution of this Lease.
<b>Other Deposit(s):</b>	Key / proximity card deposit <b>\$100</b> . Due by no later than the Commencement Date.
<b>Roommates:</b>	"Roommates" shall mean those persons occupying the other exclusive spaces within the Apartment and sharing the Common Area.
<b>Premises:</b>	"Premises" shall include that certain space consisting of Bedroom _____ ("Exclusive Space") in Unit _____ ("Apartment"), being a _____ bedroom apartment unit in the Building. The Exclusive Space consists of the exclusive use and occupancy of the Exclusive Space assigned to you. Other bedrooms in the Apartment may be leased by us to other individuals, in which event such other bedrooms will become the exclusive space of such other individuals. The entirety of the space in the Premises which is not exclusive space shall be deemed to be "Common Area." The Common Area includes the hallways, front door to the Apartment, kitchen, living room, dining room, laundry/storage rooms and bathrooms. You and your Roommates shall be jointly and severally liable for any damage occurring to the Common Area. You shall be liable for any damage occurring to the Exclusive Space. The Exclusive Space together with the Common Area shall be referred to as the "Premises".
<b>Landlord ("we" or "us"):</b>	Democritus Associates, L.L.C. 401 Thompson Street, Ann Arbor Michigan, 48104, Attn: Manager's Office, 1 <sup>st</sup> Floor

### 1. RENT

- (A) You agree to pay the monthly rent as indicated above. Each monthly payment is due on the first day of each and every month during the term of this lease without setoff, demand or deduction.
- (B) You will send the rent and any additional charges ("Additional Fees") due each month to us at the address shown above.
- (C) We do not have to send you a notice each month saying that the rent is due.
- (D) If we don't receive your rent by the close of business (5 p.m.) on the 1<sup>st</sup> day of the month, you will immediately upon receipt of notice from us, pay an initial late charge of **\$75** in addition to the rent which is due plus an additional late charge of **\$10** for each additional day until the total rent due is received by us.
- (E) You will pay a **\$50** fee if your check is returned for any reason, plus the Additional Fees if the returned check is not made good by you by the 1<sup>st</sup> day of the month in question. This provision shall not be considered a waiver or relinquishment of any of our other rights or remedies.
- (F) You will pay all fees incurred by us in serving you with default or other notices concerning this Lease.
- (G) Failure to pay rent in a timely fashion is grounds for eviction. We reserve the right to reject late rent.
- (H) We may terminate this Lease if you are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on 3 or more occasions during this Lease.
- (I) Money paid by you to us shall be applied to your account in the following manner: first to outstanding late fees and dishonored check charges, second to outstanding legal fees and/or court costs legally chargeable to you, third to outstanding utility bills and fourth to Monthly rent and Additional Fees.

## 2. RENEWAL AND TERMINATION

- (A) If you are eligible to renew this lease, we will give you notice ("Renewal Notice") of the renewal terms by no sooner than 90 days after the Commencement Date.
- (B) If we provide you notice that you are eligible to renew this Lease, you agree to give us written notice no later than 30 days after the Renewal Notice is sent to you by us of your intent to renew, or of your intent to vacate your Premises at the expiration of this Lease. In the event you elect to renew, you agree to execute a lease renewal agreement within the 30 day period described in the preceding sentence. If you fail to execute the lease renewal agreement within said 30 day period, you will be deemed to have elected not to renew.
- (C) Due to the importance of move in/move out scheduling, if you fail to move out by 12:00 PM on the Maturity Date, you will be charged a late move out fee ("Late Move Out Fee") of \$250 per day for a maximum of 7 days ("Late Move Out Period"). If you fail to move out beyond the Late Move Out Period, you agree to pay (in addition to the Late Move Out Fee), on an ongoing basis, **200%** of the monthly rent you were previously paying, on a month-to-month basis and all other rules, regulations, terms and conditions of this Lease shall continue to apply. This month-to-month rent is due on the first of day of each month and is not refundable at all, whether or not you stay for the entire month in question. We have the right to terminate this month-to-month arrangement upon thirty (30) days prior written notice to you. You will be liable to us for any loss we incur due to your failure to vacate the Premises on the date required.
- (D) Acceptance of rent by us after the expiration of this Lease shall not be considered as a renewal, but rather the provisions of Section 2(C) will apply.

## 3. SECURITY DEPOSIT

- (A) You have given us the amount of a Security Deposit as indicated above. The security deposit shall be held at: The Private Bank, 149 E. Walton Place, Chicago, Illinois 60611.
- (B) We may keep all or the appropriate part of your Security Deposit if you do any of the following:
  - 1) You do not pay your rent.
  - 2) You damage your Premises beyond ordinary wear and tear.
  - 3) You do not pay for any utility service for which you are obligated to pay in Section 5(2) below.
- (C) Any remaining Security Deposit (if applicable), along with an itemized list of the damages, to the Premises and to furnishings we provided, as required by Michigan law, will be returned to you within thirty (30) days after you vacate the Premises. You must respond within seven (7) days of receipt from us of the itemized list of damages to maintain your rights. If agreement is not reached about the amount claimed, we must begin court action within 45 days after the ending of occupancy and obtain a money judgment for the disputed amount. We will hold the disputed amount pending the outcome of any court action.
- (D) You may not use your Security Deposit to pay your rent or any portion thereof. We are not obligated to apply any portion of the Security Deposit toward any unpaid rent due under this Lease.
- (E) You will be liable for all damage done to the Premises (including labor and materials) even if in excess of your Security Deposit.
- (F) As required by Michigan law regarding the use of security deposits, we will provide to you inventory checklists to complete at the beginning and ending of your occupancy. You will note the condition of the Premises and return the form to us within seven (7) days. You are entitled to receive a copy of the last ending inventory checklist for the Premises, which shows what claims were charged to the prior tenant(s) of the Premises.
- (G) **YOU MUST NOTIFY US IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL, OTHERWISE WE WILL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

## 4. USE OF THE PREMISES

- (A) You will use the Premises only as a private residence for you. No changes in the occupants in the Premises will be permitted without our prior written consent, which consent shall not be unreasonably withheld. Violation of this section of this Lease permits us to terminate this Lease or charge you **\$100** per day as long as the violation occurs.
- (B) You may not sublet the Premises or assign this Lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
- (C) If the Premises is not ready on the date this Lease begins because of the prior tenant holding over or any other reason beyond our control, we will not pay any interim housing costs. Such delay will not extend the term of this Lease, but your obligation to pay rent will not begin until you receive notice from us that the Premises is ready for you to occupy.

## 5. TAXES AND UTILITIES

We and you agree that the cost of utilities serving the Premises shall be paid as follows:

- 1) Paid by **Us: Trash, Basic Satellite TV, Basic Internet**
- 2) Paid by **You: Gas, water, sewer, and electric bills applicable to the Premises in an amount divided equally by the number of Roommates occupying the Premises.** Failure to timely pay any of these charges permits us to terminate this Lease. You agree that we shall not be held responsible for any interruptions in utility service beyond our control, or due to necessary repairs, replacements or alterations.

## 6. CARE OF PREMISES BY YOU

- (A) You will not damage or alter your Premises, including the built-in cabinetry, furniture, appliances, televisions, remote control devices and fixtures and you will keep your Premises, including the built-in cabinetry, furniture, appliances, televisions, remote control devices and fixtures in a clean and safe condition.
- (B) You will promptly notify us of all damages to the Premises or any portion of the Building, including but not limited to the heating, plumbing, water, and electrical systems, intentionally or negligently caused by you, your family, friends or guests.
- (C) You will dispose of your garbage as we direct, including recycling.
- (D) You agree not to repaint or redecorate your Premises without our prior written permission.

- (E) If there is damage to the Premises or the fixtures, furniture, built-in cabinetry, televisions, remote control devices, or appliances in it, and you do not timely repair the damage to our satisfaction, we will make the repairs and you agree to pay for the cost of these repairs, which costs shall be due and payable immediately by you upon receipt of a statement from us to you of these charges. Failure to pay any of these charges permits us to terminate this Lease.
- (F) Mold and Mildew: You acknowledge that it is necessary for you 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. You 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. You agree not to block or cover any of the heating, ventilation or air conditioning ducts in the Premises. You agree to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Premises; (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, air conditioning systems or laundry systems in the Premises; and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the Premises and your property as well as injury to you or any occupants resulting from your failure to comply with the terms of this Paragraph.

**7. REPAIRS**

- (A) You acknowledge and agree that you accept the Premises "as is," and that the Premises is in a tenable condition.
- (B) You agree to keep, and at the end of the term of this Lease, return the Premises, built-in cabinetry, appliances, furniture, televisions, remote control devices and fixtures therein in a clean and sanitary condition and in good repair.
- (C) We will make repairs to the Premises, built-in cabinetry, appliances, furniture, televisions, remote control devices and fixtures supplied by us, as required by law, with reasonable promptness after receipt of written notice from you.
- (D) You agree to immediately notify us of any condition:
  - a. that requires repair or maintenance; or
  - b. that diminishes or interferes with the habitability or your quiet enjoyment of the Premises.
- (E) Time is of the essence with respect to your obligation to provide us notice under this Section 7.
- (F) Failure to provide us notice as required under this Section 7 is grounds for eviction.

**8. OUR RIGHT TO ENTER THE PREMISES**

- (A) We may enter the Premises, at reasonable times to:
  - (i) inspect,
  - (ii) make ordinary necessary repairs, or alterations to the Premises or any adjacent apartment,
  - (iii) to show the Premises to prospective residents, if
    - (a) the first ninety (90) days of the term of this lease have expired, or
    - (b) we have filed a summons and complaint to recover possession of the Premises and served same to you in accordance with all laws and rules applicable to summary proceedings to recover possession of the Premises; or
    - (c) you, of your own will, have terminated your occupancy of the Premises and your rights to possession of the Premises, or
    - (d) you have requested the right to sublet the Premises, or
    - (e) the term of this Lease is less than nine (9) months.
    - (f) Notwithstanding the foregoing, we will not execute a lease with another tenant for a subsequent period until the first ninety (90) days of the term of this lease have expired;
  - (iv) to show the Premises to lenders, purchasers, insurance agents, contractors or other professionals as we may determine.
- (B) Anytime we intend to enter the Premises we must comply with Housing Code 8:529, see (E) below.
- (C) In case of an emergency, we may enter the apartment immediately. An emergency exists if we reasonably believe a situation affecting the Premises could cause serious damage to property or injury to persons if not repaired or remedied immediately.
- (D) You are not permitted to change any lock on any door to or in the Premises. If you request a lock installed on the door to your Exclusive Space, we will do so and charge you for same. If you request that the locks to the exterior door of the Apartment be changed, we will do so and charge you and your Roommates for same. The request for an exterior door lock change must be signed by all of the Roommates living in the Apartment and you and your Roommates (as the case may be) must pay for the cost of the lock change.
- (E) **NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR APARTMENT, CITY LAW ESTABLISHES GUIDELINES THAT WE MUST FOLLOW BEFORE ENTERING YOUR APARTMENT. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO US. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVENUE.**

**9. DEFAULT AND CANCELLATION**

- (A) You will be in default if you:
  - 1) Fail to pay your rent by the close of business on the 1<sup>st</sup> day of the month in which your rent was due; or if you
  - 2) Violate any provision, term, rule, regulation or condition of this Lease; or
  - 3) Remain in the Premises after this Lease ends without our consent.
- (B) If you are in default, we may take possession of the Premises with or without terminating this Lease and otherwise according to the governing summary process statutes and recover our damages.
- (C) In the event you are served an eviction notice, any subsequent payments received will be accepted for use and occupancy only.
- (D) If we bring a summary process or any other legal action against you, you will pay all of our court costs, attorney's fees and appearance fees of our personnel subject to the maximum limits set forth for such fees and costs applicable under Michigan or Ann Arbor law.

- (E) We may cancel this Lease with three (3) days prior written notice if the Premises or Building is substantially damaged or destroyed. In such event we may move you to another Premises, if available, as soon as possible.
- (F) No payment by you or receipt by us of an amount less than the monthly rent and other charges due herein shall be deemed to be other than on account of the earliest monthly rent owed.
- (G) No endorsement or statement on any check or any letter accompanying any check or payment as monthly rent and/or other charges due herein shall be deemed an accord and satisfaction and we may accept such check or payment without waiving our right to recover the balance of any monthly rent owed or pursue any other remedy available to us.

**10. LIABILITY**

- (A) We shall not be liable to you for any damage to your person or property, or to your family, guests, or invitees other than for our proven gross negligence, and you agree to indemnify and to hold us harmless from all claims of any nature related to this Lease in any event whatsoever except for our proven gross negligence.
- (B) In no event shall any of our owners, members, managers or shareholders be personally liable for our defaults.

**11. SATELLITE DISHES & ANTENNAS**

Radio antennas, or any other type antenna, shall not be placed or erected on any part of the Building and/or Premises or outside the Premises.

**12. INSURANCE**

- (A) For the term of this Lease, you agree to cause the Premises to be covered on a homeowners insurance policy or otherwise procure a so called renter's insurance policy on the Premises which coverage shall insure over matters of fire, theft and claims for bodily injury and/or personal injury including death and property damage occurring in or upon or resulting from the Premises which matters are caused by you, any invitee or any other person in the Premises.
- (B) Unless caused by us, our agent's or employee's willful or grossly negligent actions, we, our agents and/or our employees shall not be responsible for any theft, damage, loss or destruction of personal property belonging to you, your occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty or act of God.
- (C) You agree to be liable to us and/or our insurer in tort for damage to the Premises or Building caused by your negligent conduct or the negligent conduct of your occupants, guests, licensees, invitees or agents. You agree not to do anything or commit any act which would cause an increase in the insurance procured by us which covers the Premises and Building.

**13. CASUALTY AND CONDEMNATION**

- (A) If the Premises is destroyed by fire or otherwise rendered untenable by casualty, without the fault or negligence of you, either you or we may terminate this lease upon notice to the other party. If fire or other casualty, without negligence or fault of you, renders the Premises damaged but tenable, Landlord will restore the Premises to its former condition or better, as soon as reasonably practical under the circumstances, with the amount of rent due being equitably prorated proportionally to the damage until the Premises is restored. Landlord is permitted to relocate Tenant to another comparable apartment in the Building if such comparable apartment is available at the time of such casualty, in which event there will be no abatement of rent.
- (B) If all or any part of the Premises shall be taken by any competent authority for any public or quasi-public purpose or use, or a settlement or compromise in lieu thereof be made, this Lease shall cease and terminate from the date when possession of the Premises is taken. You shall have no right to any damages awarded or settlement made.

**14. SUBORDINATION**

This LEASE is subject and subordinate to the lien of all mortgages now or hereafter placed on any part of our property which includes the Building and Premises, to any extensions and renewal thereof, and to advances now or hereafter made on the security thereof. You agree, upon request, to execute such instruments evidencing said subordination as we may request, and if you fail to do so within five (5) days of our request, you hereby irrevocably empower us to do so in your name.

**15. ABANDONMENT**

- (A) You shall not abandon the Premises.
- (B) "Abandonment" is defined as the desertion of the Premises by you for more than ten (10) days without payment of rent due under the terms of this Lease.
- (C) If you vacate or abandon the Premises in violation of this Lease, any property you leave in the Premises or on or about the Building shall be deemed to have been abandoned and may either be retained by Management as Management's property or sold at public or private sale as we see fit or otherwise removed and disposed of at your sole cost and expense.
- (D) The proceeds of any such sale or the fair market value of your property retained by us under this section shall be applied against expenses, fees and charges due to us in connection with this Lease.

**16. MISCELLANEOUS**

- (A) You have paid to us a key/ proximity card deposit as indicated above. If you do not return all of your key(s)/proximity card given to you upon signing this Lease, you will pay a \$25 fee per key and \$75 fee per proximity card. You acknowledge that you have received key(s) and one (1) proximity card per each individual tenant.
- (B) If you violate any part of this Lease and we do not enforce said violation, we do not waive our right to enforce another like violation later.
- (C) If any part of this Lease is held to be invalid or unenforceable, the remaining parts will apply in full force and effect.
- (D) This Lease is binding on the heirs and assigns of you and us.
- (E) You may not keep any animals, reptiles, fish or birds in your Premises. If you violate this provision, you agree to pay a fee of \$100 per day until said animal etc. is removed from your Premises.
- (F) Parking for motor vehicles, including motorcycles, is available in the garage of the Building, but only pursuant to a separate agreement with us. Otherwise, all use of the parking garage by you or your guests is strictly prohibited.
- (G) Our failure to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of our rights to act on any violation.
- (H) Any notice to you addressed to the Premises, and to us at the address provided above, shall be sufficient if in writing and delivered in person or by certified mail or by any nationally recognized overnight courier.
- (I) You agree to abide by and follow the rules and regulations applicable to all tenants and guests, which we may adopt from time to time during the term of this Lease. A copy of the current rules and regulations are attached.

17. **REGARDING SMOKE DETECTORS**

- (A) You acknowledge the existence of operating smoke detectors in the Premises.
- (B) You recognize that it is your responsibility to test each smoke detector on a weekly basis to assure that the unit is functioning properly.
- (C) You recognize that these responsibilities are in effect throughout the term of this Lease and/or occupancy of the Premises.
- (D) In the event of a smoke detector malfunction, you will immediately notify us.

18. **MISCELLANEOUS STATUTORY MATTERS**

**(A) FOR CRIME FREE HOUSING**

In consideration of the execution or renewal of this Lease of the dwelling unit identified in the Lease, we and you agree as follows:

- (1) You, any members of your household, or a guest or other person under your control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
- (2) You, any member of your household, or a guest or other person under your control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (3) Your members of your household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (4) You or members of your household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
- (5) You, any member of your household, or a guest or other person under your control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
- (6) **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THIS LEASE AND CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Lease shall be deemed a serious violation and a material noncompliance with the Lease and we may terminate this lease upon 24 hours written notice if you or anyone under your control violates this section 24 of the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**(B) CONTROLLED SUBSTANCES**

This Lease may be terminated because you or other person under your control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance in the Premises. We may terminate your Lease by giving you a written twenty-four (24) hour Notice to Quit. This subsection applies only if a formal police report has been filed by us alleging that the person in question has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Premises. 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.

**(C) DOMESTIC VIOLENCE, 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. A tenant who has a reasonable apprehension of present danger to the tenant or his or her child from domestic violence, sexual assault, or stalking while that person is a tenant will be released from the obligation to pay rent, provided the tenant submits written notice and one of the following types of documentation to the landlord by **certified mail**. The release will be effective only if the tenant actually vacates the premises. In addition to the written notice, the tenant must submit written documentation consisting of at least one of the following:

- A valid PPO or protection order from another state or an order removing an abusive person from a home under the Juvenile Code. The order must be in effect at the time it is submitted.
- A valid probation order, conditional release order or parole order (still in effect at the time it is submitted) that imposes conditions to protect the tenant or the tenant's child, including a no contact order.
- A written police report that resulted in charges no more than 14 days before the submission of the notice and the documentation.
- A written police report that resulted in charges more than 14 days before the submission of the notice and documentation, if accompanied by a form demonstrating a verifiable threat.
- A report verified by a qualified third party (sexual assault or domestic violence counselor, licensed health professional, mental health professional, member of the clergy).

19. **CITY OF ANN ARBOR TRUTH IN RENTING NOTICE:**

**SOME THINGS YOUR LANDLORD WRITES IN THE LEASE OR SAYS TO YOU MAY NOT BE CORRECT REPRESENTATIONS OF YOUR RIGHTS. ALSO YOU MAY HAVE RIGHTS AND DUTIES NOT MENTIONED IN YOUR LEASE. SUCH RIGHTS MAY INCLUDE RIGHTS TO REPAIRS, RIGHTS TO WITHHOLD RENT TO GET REPAIRS DONE AND RIGHTS TO JOIN A TENANTS UNION OR TO FORM YOUR OWN UNION. SUCH DUTIES MAY INCLUDE THE DUTY TO PAY RENT DUE AND THE DUTY NOT TO CAUSE A SERIOUS HEALTH HAZARD OR DAMAGE BEYOND REASONABLE WEAR AND TEAR.**

**ADDITIONALLY, SOME LEASE CLAUSES MAY BE SUBJECT TO DIFFERING LEGAL INTERPRETATIONS. IF YOU THINK THAT A CLAUSE IN YOU LEASE OR SOMETHING YOUR LANDLORD SAYS TO YOU IS UNFAIR, YOU MAY CONTACT YOUR LAWYER, LEGAL AID SOCIETY OR TENANT'S UNION LAWYER FOR THEIR OPINION.**

20. **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 LEASE, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.”

21. **CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE:**  
CITY ORINANCE REQUIRES US TO FURNISH YOU, PRIOR TO THE EXECUTION OF THIS LEASE, A COPY OF THE BOOKLET: *RIGHTS AND DUTIES OF TENANTS*. YOUR SIGNATURE BELOW ACKNOWLEDGES RECEIPT OF THE BOOK

22. **CITY OF ANN ARBOR UTILITY NOTICE:**NO OWNER OF RENTAL PROPERTY SHALL LEASE THE PROPERTY WITHOUT FURNISHING TO THE TENANT, BEFORE THE TIME OF ENTERING INTO THE LEASE, A BUDGET PLAN. AS USED IN THIS SECTION, "BUDGET PLAN" MEANS A PROJECTION OF MONTHLY UTILITY COSTS FOR PRIMARY HEATING FUEL PREPARED BY THE PUBLIC UTILITY COMPANY. THIS SECTION SHALL APPLY TO THE RENTAL OF ALL DWELLING UNITS FOR WHICH BUDGET PLAN INFORMATION IS AVAILABLE FROM THE UTILITY COMPANY WITHOUT CHARGE AND IN WHICH THE TENANT IS REQUIRED TO PAY THE OWNER OR THE UTILITY COMPANY A UTILITY CHARGE FOR HEATING FUEL IN ADDITION TO RENT. THE BUDGET PLAN STATEMENT SHALL BE IN WRITING, INCLUDED AS PART OF THE LEASING AGREEMENT, BUT MAY BE PREPARED BY THE OWNER BASED ON INFORMATION VERBALLY SUPPLIED BY THE UTILITY COMPANY

23. **UNIVERSITY OF MICHIGAN OFF-CAMPUS HOUSING MEDIATION**

If communication between both parties breaks down, a mediator can assist the parties in voluntarily reaching a mutually acceptable settlement of the issues(s) in dispute. All parties to this agreement agree that the University of Michigan Off-Campus Housing Program will assist in disputes involving University of Michigan students for which one of the parties request assistance and: a) all parties will make a reasonable and good faith effort to settle such disputes through the program; b) any party to this lease may request mediation; c) program staff may enter and inspect the premises after notice to both parties and at reasonable times; d) this provision does not preclude other legal rights of the parties. The parties agree to keep the mediation proceedings confidential.

24. **WASHTENAW COUNTY CLEAN INDOOR AIR**

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 or your guests or agents. This 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. We may terminate the Lease 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](http://www.eWashtenaw.org) or call 734-484-7200.

25. **RECYCLING REQUIREMENT**

You agree to comply with all mandatory and/or voluntary recycling procedures established by local governmental authorities. You further agree to reimburse us for any cost incurred by us that can be attributed to your non-compliance with any recycling requirements. These costs shall be considered Additional Fees and due with your next rental payment.

26. **APPLICATION/GUARANTY**

We are relying on the truthfulness of all information you have provided to us in your application to lease at the Building, as well as all information provided to us by your guarantor. If any of this information turns out to be untrue, we have the right to terminate this Lease as said application and guaranty are deemed critical to, incorporated in, and made a part of this Lease.

27. **ROOMMATES**

You acknowledge we have the right to assign Roommate(s) to any vacant exclusive space in the Premises before or during the term of this Lease without notice. You acknowledge that you are solely responsible for getting along with the Roommates, even if we placed you with the Roommates. You acknowledge that reasonable cooperation and respect will be used with Roommates. We shall not be liable for any personal conflict of you with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside in the Building. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between you and Roommates or residents that reside in the Building, does not constitute grounds for termination of this Lease by you. We shall not be liable for any personal injury to you or damage or loss to your property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. No one other than you and your Roommates may occupy the Premises. If

we, in our sole judgment, deem it in the best interests of the Apartment and/or the Building regarding roommate matching and/or other compatibility issues, to relocate you to another unit, we can do so upon 7 days prior written notice to you. If you find the relocation offered by us to be unacceptable to you, you may terminate the Lease effective no later than 30 days following the receipt of the relocation notice from us to you.

**28. GUESTS**

We have the right to exclude guests or others who in, in our sole judgment, have been in violation of the law, this Lease or any rules and regulations of the Building, or disturbing other residents, neighbors, Roommates, visitors or our representatives. We can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises.

**29. ENTIRE AGREEMENT**

This LEASE and any attachments, addendum, etc. constitute the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this LEASE may be modified only in writing signed by both parties. If any portion of this Lease is deemed to be invalid by a court or competent jurisdiction, the remaining portions of this Lease shall survive.

**30. SIGNATURES**

All of the foregoing terms and conditions are clearly understood and mutually agreed. The parties, hereto, you and us, have entered into this Lease as of the date listed on the top of the first page. **THIS LEASE AND/OR ANY ADDENDUM(S) ATTACHED TO THIS LEASE** may be executed in counterparts.

**LANDLORD**

DEMOCRITUS ASSOCIATES, L.L.C.  
By: Democritus Holdings, Inc., Manager

By: \_\_\_\_\_

Name:

Apartment # \_\_\_\_\_ Bedroom # \_\_\_\_\_

Commencement Date \_\_\_\_\_

Maturity Date: \_\_\_\_\_

**TENANT**

Signature: \_\_\_\_\_  
Name

(The signature of the Guarantor(s) and notary acknowledgments appear on following pages).

**Rules and Regulations  
For Zaragon West**

The following rules and regulations are applicable to all residents and guests and are subject to change from time to time upon notice:

- (A) You will not disturb your neighbors or create any nuisance in the Premises, floor corridors or around the Building (i.e. loud music, parties, etc.). If you violate this provision, we will send you a notice to cease such activity. If you violate this provision a second time, you will pay a \$150 fee. If you violate this provision a third time, we have the right to evict you.
- (B) You will not violate any law or do anything to increase our insurance rates.
- (C) You will not litter or obstruct lawns, walks, driveways, grounds or common halls with personal property or trash.
- (D) You will not overload electrical systems or use bathroom or kitchen fixtures to dispose of garbage improperly.
- (E) You will not erect any window or door signs or outdoor radio or television aerals.
- (F) You will at all times maintain sufficient heat in the Premises to keep pipes from freezing. If you plan to be absent for more than ten (10) days, you will give written notice to us so that we may inspect to ensure the maintenance and minimum heat in the Premises. If you do not maintain sufficient heat and a pipe freezes, you will be charged for the defrosting of the pipe and any damage that it might have caused.
- (G) You will not store any flammable, hazardous or toxic substance in or around the Building.
- (H) You will not keep any water-filled furniture or equipment, such as a waterbed, in the Premises.
- (I) You will not repaint the Premises without our written permission.
- (J) You will replace your own light bulbs or request us to do so for which we will charge you and you agree to pay as a part of the next rent due.
- (K) You will obey all parking regulations.
- (L) You will not keep unregistered, commercial, recreational or hazardous motor vehicles in or around the Building.
- (M) The use of hibachi, barbecues, gas grills and similar cooking facilities is prohibited within the Building.
- (N) You will not use any kerosene heater or electric space heater.
- (O) You will not use the parking area to make repairs to vehicle(s).
- (P) You will not use, or bring into the Premises or the Building, any illegal substances.
- (Q) You will pay our maintenance technician a **\$50** fee in cash if you are locked out of the Premises and require our assistance for reentry. Said fee must be paid at the time of lockout.
- (R) You will not loiter in the hallways, walkways or any other common area in and about the Building.
- (S) You will not take apart, change or in any way alter or supplement the Venetian blind window treatments existing throughout the Premises. You agree to pay us a fee of \$150 for any damage to any Venetian blind window treatment. Use of sheets, blankets or any other items not manufactured for this purpose shall not be permitted.
- (T) Bicycles may be kept only in designated bicycle storage areas, not in your apartment.
- (U) All garbage, refuse, recyclable materials and other debris shall be placed within the receptacles provided by us. All garbage in your Premises must be taken by you to the designated trash room on your floor for proper disposal. Disposal of any bulky item(s) beyond normal household waste shall be at your expense, with any additional charges included with the next rent due.
- (V) You agree to pay a charge of **\$300** for moving from one apartment to another in this Building, and agree to pay all applicable charges in connection with the apartment you are vacating.
- (W) You agree not to tamper with or remove any water saving device in the shower, toilet or sink.
- (X) Washers and dryers used inside the apartment must be used between the hours of 7:00 a.m. and 11:00 p.m., for quiet enjoyment of other residents.
- (Y) We reserve the right to change or make additions to the Rules and Regulations from time to time as may be deemed useful for the safety, care and cleanliness of your Premises and the Building and for securing the comfort and convenience of all residents and these become binding upon notice of same to you.
- (Z) No pets of any kind are permitted in the Premises or the Building without our prior written consent. You agree to pay a fee of \$100 per day for each day a pet is present in either the Premises or the Building.
- (AA) You will comply with any and all rules and regulations relating to your use of amenities available to you as a resident of the Premises (i.e. rules and regulations regarding the fitness center and related equipment, bicycle racks, etc.).
- (BB) **You will be charged a fee ("Excessive Cleaning Fee") if at the time of move out, you leave your Apartment in a condition which goes beyond "merely dirty." Going beyond "merely dirty" includes leaving such things as food, garbage, clothing and linens, medical paraphernalia or any other form of obvious waste which could present a health issue.**
- (CC) Neither you or your guests are permitted to smoke in the Premises or in the Building. You agree to pay for cleaning charges or related costs incurred by us as a result of such smoking.



**GUARANTY**

This guaranty is given by \_\_\_\_\_ (Guarantor), whose address is \_\_\_\_\_, and whose tax identification or Social Security number is \_\_\_\_\_, to induce Democritus Associates, LLC (Landlord) to enter into a Lease dated \_\_\_\_\_ with \_\_\_\_\_ (Tenant) for Apt # \_\_\_\_\_, Bedroom # \_\_\_\_\_ (Premises) at Zaragon West, 401 Thompson Street, Ann Arbor, MI (Building).

1. Guarantor has reviewed the Lease and understands its terms. Guarantor has been given an opportunity to have the Lease and this Guaranty reviewed by the Guarantor’s attorney. Guarantor enters into this Guaranty freely and voluntarily.
2. Guarantor unconditionally guarantees payment and full, faithful, and timely performance by Tenant of all of the covenants of the Lease.
3. In the event of a breach of the Lease, a separate action may be brought against Guarantor under this Guaranty, regardless of whether an action is brought against Tenant. At Landlord’s option, Guarantor may be joined in any action commenced by Landlord against Tenant. Guarantor waives any demand by Landlord or prior action by Landlord against Tenant.
4. Guarantor consents to (a) all forbearance, indulgences, and extensions of time Landlord may afford Tenant and (b) Landlord’s waiver of any right or remedy against Tenant under the Lease. Guarantor agrees that no action or inaction on the part of Landlord will affect or modify the liability of Guarantor.
5. This Guaranty remains and continues in full force and effect specifically including (a) any modification or amendment of the Lease; (b) any extension or renewal of the Lease; (c) any assignment or subletting of Tenant’s interest in the Lease; or (d) any subsequent lease executed by Tenant at the Building whether for the existing Premises or a different Premises within the Building. Guarantor waives notice of any such proceedings and agrees that the liability of Guarantor is based on the obligations in the Lease as it may be modified, amended, extended, renewed, assigned, or sublet.
6. Guarantor waives notice of the acceptance of this Guaranty. Guarantor waives notice of breach, default, or nonperformance by Tenant of its obligations under the Lease.
7. This Guaranty may not be modified or amended except by a written instrument executed by Guarantor and Landlord. This Guaranty is to be governed and construed in accordance with the laws of the State of Michigan. This Guaranty is binding on Guarantor and its successors and assigns.

GUARANTOR

By \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2011 before me, a Notary Public, personally appeared \_\_\_\_\_ known to me to be the person who executed the foregoing instrument, or who proved his/her identity based on his/her driver’s license or other government issued identification card, and acknowledged that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Printed name of Notary Public  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_ (State)  
My commission expires: \_\_\_\_\_