

RENTAL LEASE AGREEMENT

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

This lease form is provided to participants in the University of Michigan Off-Campus Housing Program. Parties to this lease are encouraged to bring questions and concerns regarding this lease form to the attention of the Property Management Company. Parties may also notify the Dean of Students Office for additional support and resources.

This lease is made on _____ day of _____ between _____ (Landlord),

(Landlord's address/phone number for Tenant communication purposes. Additional contact information may be available in the Dean of Students Office),

and _____

(Tenant(s)).

AGREEMENTS: By signing this rental agreement, the Landlord and Tenant(s) agree to the following terms:

1. DESCRIPTION OF PREMISES AND TERM: The Landlord agrees to rent to the Tenant(s) the dwelling located at:

Address _____ Apartment Number _____ City _____ Zip _____
for a term beginning at 12:00 noon on _____ and ending at 12:00 noon on _____.

2. RENTAL RATE: The Tenant(s) agrees to pay the Landlord or his agent for the above rental term the total sum of \$ _____ in periodic installments as follows:

3. OCCUPANCY LEVEL: Occupancy shall be no more than allowed by applicable housing codes and zoning ordinances and shall be limited to the persons who have signed this lease or acquired legal rights of occupancy under it, and at the above rental rate shall be limited to not more than _____ person(s). Number of legal bedrooms _____.

4. LATE FEES: In the event that rent payments are not made in full when due, a _____ charge may be assessed. Tenants will be notified immediately of each late charge assessed; if so notified, late charge will be due with the late rent. Late charges are agreed to be additional rent, and may be withheld from the security deposit.

5. PARKING (Optional): _____ parking space(s) is/are provided with this lease (strike one) at no additional charge / at a charge of _____ per month.

6. UTILITIES: Landlord shall furnish _____
All other utilities shall be furnished by the Tenant(s). If in a multi-unit building, Tenant(s) shall not be responsible for utilities to common areas or to other units and shall pay only for utilities consumed by, metered to, and billed exclusively to Tenant(s) own unit unless otherwise noted here: _____.

7. FURNISHINGS: This dwelling unit is rented as (strike one) furnished / unfurnished. The term "unfurnished" shall mean that the Landlord will provide a stove and refrigerator unless otherwise specified here: _____.

8. PETS: Pets (strike one) are / are not allowed. There will be: (strike one) no extra fee / a non-refundable pet fee _____. Whether or not pets are allowed and whether or not an extra fee is collected, any Tenant(s) keeping a pet agrees to be responsible for the total cost of all expenses incurred by Landlord associated with the keeping of the pet.

9. OBLIGATION OF CO-TENANTS: Each Tenant under this lease is (strike one; circle option chosen) (a) jointly and severally (b) individually liable to the Landlord for the rent due. If jointly and severally liable to the Landlord, each Tenant may be held responsible for the total amount of rent due for the dwelling. This means that if any Tenant fails to pay rent, any one of the other Tenants or any number of the other Tenants may be held liable by the Landlord for the missing and unpaid rent. The defaulting Tenant, however, may remain liable to the other Tenant(s) for the unpaid rent.

If individually liable to the Landlord, each Tenant and/or his co-signer may be held responsible only for his/her share of the total rent. If the individually liable option is chosen, Tenants and Landlord must attach to each copy of the lease an addendum, signed by all parties, including any required co-signers, that clearly indicates the monthly rent to be paid by each of the Tenants. If the individual liability option is not clearly indicated as the chosen option above and/or if there is not an addendum detailing each Tenant's rent share signed by all Tenants and Landlord, there shall be joint and several liability of the Tenants to the Landlord.

10. SECURITY DEPOSIT: Tenant(s) agrees to pay the Landlord the sum of \$ _____ (not to exceed 1 1/2 month's rent equivalent) as security/damage deposit on or before _____ (strike one) and/or transfer _____ from previous lease as a condition of giving possession to Tenant(s). In no case is Landlord obligated to apply this deposit to rent or other charges in arrears. If damage caused by the Tenant(s) exceeds the amount on deposit, Tenant(s) agrees to pay for such upon receipt of notice of damage and the damage costs provided that there are no judicial or mediation questions involved. The (strike one) Security Deposit / Surety Bond will be held at:

Name: _____ Address: _____

Optional: If all payments are made when due, _____ bonus will be paid on the security deposit.

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

Option 1: The security deposit shall be returned in a check or money order payable to one person, chosen by Tenants, who shall act as agent of all other persons who have signed this lease or acquired legal rights of occupancy under it, in dividing the security deposit according to any shares the Tenants have agreed upon, and in remitting those shares to each person. Landlord shall not be responsible for the proper division of shares in the security deposit, nor for the assessment of individual liability for any charges against the security deposit made by Landlord, which shall be matters solely for the Tenants to agree upon.

The person named to act as agent for the return of the security deposit shall be _____. If this person cannot be reached to effect the return of the security deposit, then the security deposit will be returned as provided in Option 3.

Option 2: The security deposit will be returned in checks or money orders to each Tenant signing this lease in equal proportions. Landlord shall not be responsible for the assessment of individual liability for any charges against the security deposit. If any person signing this lease cannot be reached to effect the return of the security deposit, then the security deposit will be returned as provided in Option 3.

Option 3: The security deposit will be returned to one person signing this lease, in a check or money order jointly payable to all Tenants signing this lease. Landlord and Tenants agree to follow the procedure set out in Option # _____ to effect the return of the security deposit.

OPTIONAL: Tenant(s) may provide the legally required forwarding address on this lease before signing. Landlord and Tenant agree that providing this address(es) on the lease will absolve the Tenant of the requirement to provide forwarding address within 4 days of moving out of the apartment, and that this address(es) will be used for the return of the security deposit. Any address provided on this lease may be revoked or substituted at any time by Tenant through written communication to Landlord. If address is revoked and no substitute is provided, Tenant will comply with the requirement to notify Landlord of forwarding address within 4 days of moving out. Address(es), as needed for compliance with chosen Option # _____ of 10 above, is/are:

11. MODIFICATIONS: The Landlord and Tenant(s) are encouraged to put all modifications of this lease in writing. However, the failure of the parties to put such modifications in writing does not render the modifications invalid.

SIGNATURES (Read agreements on reverse side before signing):

Landlord/Date

Tenant/Date

Tenant/Date

Tenant/Date

Tenant/Date

The undersigned assume the obligation for payment of all monies owing under this lease, in accordance with #9 above, as demonstrated by their signatures: (If tenants are jointly and severally liable, then co-signers shall have the same obligation unless otherwise specified in writing.)

Co-signer

Co-signer

Co-signer

(Use this area for further explanations and attach any adendums) _____



As required by Michigan law regarding use of security deposits, the Landlord will make use of inventory checklists at the beginning and ending of occupancy, and will provide the Tenant(s) 2 inventory checklists when the Tenant(s) assumes possession of the rental unit. The Tenant(s) will note the condition of the unit and its furnishings and return the form to the Landlord within 7 days. The Tenant(s) is entitled to receive a copy of the last ending inventory checklist which shows what claims were charged to the last prior Tenant(s).

The Landlord may use the security deposit only for: 1) actual damages that are the result of conduct not reasonably expected in the normal course of habitation of the dwelling; 2) past due rent and rent due for premature termination of this agreement; and 3) utility bills not paid by Tenant(s).

As required by Michigan law regarding use of security deposits, where there are charges against the security deposit the Landlord will mail an itemized list of damage charges and other costs to the Tenant(s) within 30 days of the ending of occupancy along with a check or money order for the difference between these charges and the total amount of the deposit. The Tenant(s) must respond within 7 days of receipt of this itemized list to secure full rights. If agreement is not reached about the amount claimed, the Landlord must begin court action within 45 days after the ending of occupancy and obtain a money judgment for the disputed amount before retaining any portion of it.

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

12. 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 your 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 opinions.

13. NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.

14. 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."

15. CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE:

City ordinance requires Landlord to furnish to Tenant prior to executing lease a copy of *RIGHTS AND DUTIES OF TENANTS*. Tenant signature acknowledges receipt of booklet.

16. DAMAGE TO TENANT'S PROPERTY AND INSURANCE: Unless caused by the Landlord or his agent's negligence and/or failure to maintain the dwelling unit as required by applicable law, the Landlord and/or his agent shall not be responsible for any theft, damage, loss or destruction of personal property of the Tenants or their guests due to fire, water or other casualty or cause. Tenant(s) are encouraged to insure personal property.

17. DISPUTE RESOLUTION: The parties to this agreement recognize that disputes may arise as a result of their shared experience(s) under the terms of this agreement. The parties further recognize that various dispute resolution options are available to assist them in resolving their disputes, including dialogue, negotiation, conflict coaching, facilitated dialogue, mediation, and, when necessary, legal action. The parties agree to attempt to resolve disputes arising under this agreement at the lowest level possible by first communicating and negotiating with each other directly in good faith and with a spirit of mutual cooperation. If the parties are unable to resolve their disputes in this manner, a third party facilitation can assist the parties in reaching a mutually acceptable resolution of the issue(s) in dispute. To request assistance from a third party facilitator, any party to this lease may contact the University of Michigan Beyond the Diag Off Campus Housing Assistance Program located in the Dean of Students Office. The Beyond the Diag Off Campus Housing Assistance Program provides various dispute resolution services and, when necessary, can connect parties with other appropriate service providers. Although parties are encouraged to utilize the dispute resolution services available through the Beyond the Diag Off Campus Housing Assistance Program before resorting to legal action, they are not required to do so under this provision. Additional dispute resolution services available to University of Michigan students include Student Legal Service and the Office of Student Conflict Resolution. Student Legal Services provides legal assistance and representation for students. The Office of Student Conflict Resolution provides coaching, mediation, arbitration and other services for students experiencing a broad range of conflicts.

18. CONDITION OF PREMISES: In accordance with applicable law, Landlord 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. Tenant(s) will give reasonable notice to Landlord of the need for repairs. Landlord 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 Tenant(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. Tenants may at any time take other action as provided by law.

19. RETURN OF UNIT AND FURNISHINGS: Tenant(s) agrees to return rental unit and all furnishings to Landlord in same condition as when taken, reasonable wear and tear and damage by the elements accepted.

20. ENTRY: Tenant's rights to privacy shall be respected. Landlord and his agents have the right to enter to make repairs and to show the premises to prospective tenant(s) at reasonable times provided that a good faith effort is made to notify Tenant(s) and arrange for a mutually convenient time to do so. Landlord agrees to enter only after knocking, to leave the premises in as good condition as when entered, to clean and remove dirt and debris that result from the performance of maintenance and repairs, and to lock the rental unit when leaving unless otherwise requested by the Tenant(s). (See ANN ARBOR PRIVACY NOTICE, above.)

21. TIME: Landlord and Tenant(s) agree that time is of the essence for the performance of maintenance, repairs, and the payment of rent and that Tenant(s) must vacate the premises at the conclusion of this lease term. No holdover tenancy is permitted without advance written permission of the Landlord.

22. TERMINATION OF LEASE: If Tenant(s) fails to meet the terms of this lease, Landlord may elect to terminate the lease, reenter, and take possession of the premises, only in accordance with the statutes of the State of Michigan, and only after providing written notice to Tenant(s). Landlord shall reenter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by Tenant(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 Landlord, the Landlord shall use his best efforts to re rent the premises on reasonable terms. Tenant agrees to pay Landlord any difference between rent agreed upon in this lease and rent collected from re rental of premises for the remaining term of this lease.

23. UNFITNESS CONDITIONS: If the unit leased is destroyed by fire or otherwise rendered unfit by casualty without the negligence or fault of the Tenant(s), either the Tenant(s) or the Landlord may terminate this lease immediately by written notice to the other party. If fire or other casualty, without negligence or fault of Tenant(s), render the unit damaged but tenable, Landlord will restore the unit to its former condition or better as soon as is reasonably possible, with the amount of rent due being prorated proportional to the damage until the unit is restored.

24. USE AND QUIET ENJOYMENT: The Landlord agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the premises. Tenant(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 tenants in other units.

25. CANCELLATION: Tenant(s) may cancel this rental agreement or application for it within 10 days after Tenant(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. Tenant(s) shall provide written notice of cancellation to the Landlord signed by all Tenant(s) or Applicant(s). Landlord agrees to return all monies upon receipt of such notice except for up to one-half of one month's rent equivalent which the Landlord may retain as rental and cancellation charge.

26. SUBLETTING ASSIGNMENT: Tenant(s) will not sublet or assign the premises in whole or in part without the written consent of the Landlord. As per law, Landlord will not unreasonably withhold such consent. Cotenants will not unreasonably prevent their fellow tenants from subleasing or assigning their interests in this lease. Tenant(s) may obtain a Sublease Agreement and Inventory Checklist at the Housing Information Office, and the *Rights and Duties* booklet at the City of Ann Arbor clerk's office. Landlord shall be provided a copy of the Sublease Agreement signed by tenant(s) and subtenant(s).

27. SUGGESTED AMENDMENTS: The University of Michigan strongly encourages the use of the following provisions to ensure positive community behaviors in the off-campus neighborhoods. Landlord shall initial on original and carbon copy to indicate use of suggested amendments.

_____ 27.1 The parking lot and outdoor common areas shall be exclusively used for parking and other lawful activities.

_____ 27.2 No organized gathering of _____ or more individuals, or the open possession or consumption of alcohol shall be permitted in the parking areas or other outdoor common areas without the prior written consent of Landlord.

_____ 27.3 No activities shall be permitted which would be considered or deemed to be a nuisance under state or local law.