

From: Ann Arbor Renter's Commission
Sent: Tuesday, October 15, 2024 9:04 AM
To: [REDACTED]
Subject: RE: Report of Tenant Rights Violation by Ann Arbor 611 Properties KP6, LLC

Thank you for your email, it will be forwarded to Rental Housing Services and provided to the Renters Commission at their next regular meeting.

Take care,

Kristen

Kristen Vander Lugt, Deputy Clerk - Operations (she/her/hers)

Ann Arbor City Clerk's Office | Guy C. Larcom City Hall | 301 E. Huron, 2nd Floor · Ann Arbor · MI

Direct dial (734) 794-6140 Ext. 41404

kvanderlugt@a2gov.org | www.a2gov.org

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1824-2024

2024 marks Ann Arbor's 200th anniversary! [Learn more!](#)

From: [REDACTED]
Sent: Monday, October 14, 2024 8:28 PM
To: Ann Arbor Renter's Commission <RentersCommission@a2gov.org>
Subject: Report of Tenant Rights Violation by Ann Arbor 611 Properties KP6, LLC

You don't often get email from [REDACTED]. [Learn why this is important](#)

[Redacted header information]

To whom it may concern,

I am writing to report **Ann Arbor 611 Properties KP6, LLC**, the landlord of the establishment **Six11** for non-compliance with the City Charter, Sections 19.7 to 19.13, regarding the distribution of the Rights and Duties of Tenants booklet.

Given Six11's proximity to the University of Michigan, I am concerned that many student tenants may be vulnerable to similar misrepresentation and abuse of their rights. I hope this report will prompt the City Clerk's Office to take appropriate action to protect the rights of current and future tenants of Six11.

Please see the attached documents for the full letter and evidence of non-compliance.

Thank you for your attention to this matter.

Sincerely, [Redacted signature]

Dear Jacqueline Beaudry,

I am writing to report **Ann Arbor 611 Properties KP6, LLC**, the landlord of the establishment **Six11** for non-compliance with the City Charter, Sections 19.7 to 19.13, regarding the distribution of the Rights and Duties of Tenants booklet.

Evidence of Non-Compliance:

1. **Failure to provide a physical copy:** According to Section 19.11 of the City Charter: “A landlord shall be deemed to have furnished a tenant a copy of the booklet if the landlord mails it to the tenant or gives a copy of the booklet to the tenant in version.” The a2gov.org website states that “The digital Rights and Duties of Tenants booklet (PDF) is linked as a convenience to tenants. It cannot be a substitute for a physical copy.”
 - At the beginning of, and till the end of the my residence at **611 East University Avenue, Ann Arbor, MI 48104** from 5/31/2024 to 8/3/2024, I was not provided with a physical copy of the Rights and Duties of Tenants booklet by my landlord. I was only provided with an electronic version as part of my lease.

2. **Non-compliant electronic version:** *City Charter, Section 19.9 (f)(3)* stated that the title page of the booklet shall have the date of printing.
 - The title page of my version does not, while the December 2023 version I located online from a2gov.org has the date clearly printed (Figure A.)
City Charter, Section 19.11 stated that “... no owner of rental property located in Ann Arbor or agent of such an owner shall lease or contract to lease such property without furnishing to the tenant, before the time of leasing or contracting, a copy of the most current edition of said booklet.”
 - My version of the booklet does not match up with the most recent December 2023 version, available on the a2gov.org website (see Figure B, C, D, E for one such instance). I have attached with this letter a copy of my lease, which contains the version of the Rights and Duties Tenants booklet I received.

The purpose of these requirements, as stated in Section 19.7 of the City Charter, is to provide tenants with the information to know their rights and duties, and to prevent misrepresentation and abuse of those rights and duties. This booklet is essential in my efforts to protect and uphold my rights, particularly as I navigate issues with Six11.

My experience with Six11 has highlighted several other violations of tenants’ rights. For example, Six11 billed me 33 days after the end of my lease for damages left by the previous tenant - which I documented upon move-in. This is in violation of Michigan Law Sections 554.607 and 554.609. Furthermore, the format of the itemized bill did not comply with the state law requirements to inform tenants of their rights to dispute, violating Michigan Law Section 554.609. When I disputed the charges within 7 days, both via electronic mail and certified mail, Six11 did not attempt to schedule a redelivery or pick-up of the certified mail, nor respond to my communications.

Given Six11's proximity to the University of Michigan, I am concerned that many student tenants may be vulnerable to similar misrepresentation and abuse of their rights. I hope this report will prompt the City Clerk's Office to take appropriate action to protect the rights of current and future tenants of Six11.

Thank you for your attention to this matter.

Sincerely,

A solid black rectangular redaction box covering the signature.

RIGHTS AND DUTIES OF TENANTS

This booklet contains information about your rights and duties as a tenant in Ann Arbor. The booklet is divided into three sections. The white section is written by the City. The green section is written by tenant advocates. The blue section is written by landlord advocates.

Portions of the booklet are written by advocates because the people of the City believe that the tenant can obtain the most accurate and fair understanding of the rights and duties as tenants by an uncompromised and uncensored presentation of materials by advocates for often conflicting points of view. The landlord and tenant sections are both written or approved by attorneys.

THE THREE SECTIONS OF THIS BOOKLET ARE THE OPINIONS OF THEIR AUTHORS. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS AND DUTIES AS A TENANT, CONSULT YOUR OWN LAWYER, FREE LEGAL AID SOCIETY OR TENANTS' UNION LAWYER.

Figure A. Title page of the booklet provided by Six11 in my lease (Page 46 of 64)

Figure B. The first parts of Section IV in the December 2023 version of the booklet

This section is written by authors appointed by the City.

criminal history or if required to do so to comply with federal or state laws.

IV THE LEASE OR RENTAL AGREEMENT

Your lease can be written or oral. If the lease is for a specific period of more than a year, it must be in writing. A lease for a specific period of a year or less may be oral or in writing. Also, a lease for an indefinite period (usually month-to-month) can last for less than a year or for many years and may be oral or in writing.

Leases are contracts and, provided that their terms are enforceable, will create obligations on both the part of the tenant and the landlord. These obligations will include generally, on the part of the tenant, the obligation to pay rent when due and not unreasonably damage the dwelling and, on the part of the lessor obligation to provide a dwelling in good repair and in compliance with state and local housing codes.

Unless the lease contains a provision for rent increases, the landlord cannot increase the rent during the lease term. The rent may be increased for a month-to-month lease by notifying you of the increase at least one month before the next payment is due.

Pursuant to Section 8:530 of Chapter 105 of Chapter VIII of the City Code, a landlord of residential premises shall not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 150 days before the end of the current lease period (i.e. approximately 210 days into a 1-year lease) and after notice has been given to existing tenants no later than 180 days before the end of the current lease period.

The requirements of the ordinance apply to leases that exceed 8 months are:

1. A landlord must provide each tenant (with whom they want to renew a subsequent lease) the terms and conditions of a subsequent lease period no later than 180 days before the end of the lease period;
2. The notice to the tenant must be sent via electronic communication, and either by personal delivery or US mail;
3. The notice must specify the date by which the tenant must notify the landlord of the tenant's acceptance of a subsequent lease, and that date shall not be sooner than 150 days before the end of the current lease;
4. If the notice sent to the tenant was earlier than 240 days before the end of the current lease period (i.e. approximately 120 days into a 1-year lease), the landlord must send a second notice to the tenant;
5. A tenant (who wishes to renew a lease for a subsequent lease period) must provide notice to the landlord via 1 of 3 methods: electronic

Figure C. The remaining parts of Section IV in the December 2023 version of the booklet

This section is written by authors appointed by the City.

- communication, personal delivery, or US mail.
6. A tenant's acceptance of the subsequent year's terms and conditions shall be in the form of a signed lease.
 7. These provisions do not apply to leases less than 8 months, subleases, when a lawsuit to recover the premises has been filed, or when the tenant has terminated occupancy of the premises pursuant to the lease.
 8. Violations of Section 8:530 are civil infractions, punishable up to \$500 for a first offense.

The Ordinance, ORD-21-22, HOUSING: LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES, is printed in its entirety in the back of the white section of this booklet

V UNENFORCEABLE LEASE CLAUSES

Some clauses contained in some leases are not enforceable. These clauses have no legal effect and are not binding even though you may have already signed the lease. A few such examples include the following:

1. Clauses which try to change any of the tenant's rights to legal remedies or the lessor's obligations (discussed in Sections VII, VIII and IX below) when the premises are not in reasonable repair or compliance with the state and local housing codes;
2. Clauses which try to change any of the tenant's rights under state law involving security deposits (discussed in Section XIV below);
3. Clauses claiming to excuse the lessor from liability to the tenant for damages caused by the lessor's negligence;
4. Clauses claiming to deny the tenant the right to trial by jury or certain other judicial procedures;
5. Clauses which claim that the tenant is liable for legal costs or attorney's fees incurred by the lessor in excess of the costs and fees specifically allowed by statute. (The State statutes only allow the winner of a lawsuit to collect small legal costs and attorney fees which rarely exceed a total of \$100 for a case going through trial.)

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

You may or may not have a right to a refund if you pay a deposit and decide not to move in. Consult the tenant and lessor advocate sections of this booklet for their views on your rights.

This section written by the City.

- (1) Of your race, color, religion or national origin;
- (2) You are male or you are female;
- (3) Of the age of any member of your household;
- (4) You are pregnant;
- (5) You are single, unmarried, divorced or widowed;
- (6) Of physical limitations;
- (7) You get your income from welfare payments or any other legal source;
- (8) You are or might become a contributor to the support of persons in a dependent relationship;
- (9) You are a student or not a student;
- (10) You are heterosexual, homosexual or bisexual;
- (11) Of the race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical limitations, source of income, family responsibilities, educational association or sexual orientation of your relatives or associates.

Exceptions to the above rules are as follows:

- (1) A landlord can discriminate as to sex if renting an owner-occupied one or two-family dwelling, or a dwelling devoted entirely to members of one sex.
- (2) The owner of a housing project may legally restrict occupancy to persons over fifty-five (55) years of age or may restrict occupancy to handicapped persons.
- (3) A landlord may refuse to rent to an unemancipated minor.
- (4) A landlord may restrict occupancy based on age when such discrimination is *required by law*.
- (5) A religious organization or institution may restrict its housing facilities and accommodations which are operated as a direct part of its religious activities to persons of the denomination involved.

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Leases are contracts and, provided that their terms are enforceable, will create obligations on both the part of the tenant and the landlord. These obligations will include generally, on the part of the tenant, the obligation to pay rent when due and not unreasonably damage the dwelling and, on the part of the lessor obligation to provide a dwelling in good repair and in compliance with state and local housing codes.

Unless the lease contains a provision for rent increases, the landlord cannot increase the rent during the lease term. The rent may be increased for a month-to-month

Figure D. The first parts of Section IV in the electronic version Six11 provided (Page 49 of 64)

This section written by the City.

lease by notifying you of the increase at least one month before the next payment is due.

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- (4) Clauses claiming to deny the tenant the right to trial by jury or certain other judicial procedures;
- (5) Clauses which claim that the tenant is liable for legal costs or attorney's fees incurred by the lessor in excess of the costs and fees specifically allowed by statute. (The State statutes only allow the winner of a lawsuit to collect small legal costs and attorney fees which rarely exceed a total of \$100 for a case going through trial.)

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You may or may not have a right to a refund if you pay a deposit and decide not to move in. Consult the tenant and lessor advocate sections of this booklet for their views on your rights.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL

You have the right to a clean, sanitary dwelling before you move in, even if your lease says it does not have to be clean. Cleaning waivers are sometimes used when a tenant wants to move in early. Read the tenant and landlord advocate sections of this booklet for views on the validity of such a waiver and further information on this section.

B. YOUR RIGHT TO HAVE THE LESSOR REPAIR

Your lessor must also keep your dwelling in good repair. It must also be kept "up to Code" - in compliance with the Ann Arbor City and the Michigan State Housing Codes. Some general requirements of the City Code are listed in Section XVI.

Figure E. The remaining portion of Section IV in the electronic version Six11 provided (Page 50 of 64)

RESIDENTIAL LEASE AGREEMENT

OG – (Revised 05/04/2023)

SUMMARY OF LEASE TERMS:

Name of Apartment Community: **Six11** Date: **05/15/2024**
Address of Apartment Community: **611 East University Avenue Ann Arbor, MI 48104**
Resident Name(s): **Yu Fang Tseng** (“you” or “your”)
Landlord: **Ann Arbor 611 Properties KP6, LLC** (“us”, “we” or “our”)
Management: (“Management”)
Management Office Address: **611 East University Avenue Ann Arbor, MI 48104**
Lease Term: Starting Date: **06/01/2024** (beginning at 12:00 pm) Ending Date: **08/03/2024** (expiring at 12:00 pm)
Lease Type: By the Unit (Joint and Several Lease) or By the Bed (Individual Lease)
Unit Type: **4** Bed(s)/Bedroom(s) **4** Bath(s) **Standard Private Room**
Premises: Apartment #**802-B**; Bedroom #**B** (if applicable)

SUMMARY OF RENT, FEES & DEPOSITS:

Base Rent for the Lease Term: **\$3,300.00**, payable in equal monthly installments of **\$1,650.00**

Additional Monthly Fees / Additional Rent (If Applicable):

Monthly Parking Fee: **\$0.00**

Monthly Pet Rent: **\$0**

Premium Unit Fee: **\$0**

Monthly Storage Fee: **\$0.00**

Monthly Utility Fee: **\$0**

Monthly Furniture Fee: **\$0**

Double Occupancy Fee: **\$0.00**

Conservation Fee: **\$0.00**

Valet Trash Service Fee **\$0.00**

Other (): **\$0**

Total Monthly Installment of Base Rent, Fees and Additional Rent: **\$1,650.00**

Initial Fees,* Deposits and/or Costs (If Applicable):

Application(s) Fee: **\$125.00**

Administration Fee: **\$125.00**

Security Deposit: **\$200.00**

Early Move-In Fee: **\$0**

Pet Fee: **\$0.00**

Pet Deposit: **\$0**

Academic Term Lease Fee: **\$**

Amenity Fee: **\$0.00**

Reservation Fee: **\$0.00**

Redecorating Fee: **\$0.00**

First Month's Rent: **\$0.00**

Last Month's Rent: **\$0.00**

Other (): **\$0**

*All fees are per person

This Lease is made and entered into on **05/15/2024**, by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Lease, but not otherwise defined, will have the meaning set forth in the Summary of Lease Terms above.

1. RENT.



a. You will pay to Landlord Base Rent for the Lease Term in the amount of \$3,300.00, payable in advance, in equal monthly installments of \$1,650.00. Base Rent and all incidental charges, fees, penalties or other amounts that may be due and payable from you under this Lease will together be referred to in this Lease as "Rent". Rent will not be prorated for partial months except as indicated for First Month's Rent and/or Last Month's Rent under Initial Fees above. You understand that the full amount of Rent is due even though the Lease Term is less than 365 days.

Your Rent does NOT include the following utilities which you must pay separately to the utility provider as detailed herein:

Electricity; Gas; Heating Oil; Water; Sewer; Trash; Internet; Cable.
You acknowledge that no portion of the rent is intended to pay for any portion of the checked utilities that are attributed to your Unit.

b. You will pay a full Monthly Installment of Rent before you move in to cover the part of Rent from the Starting Date through the last day of that month. Your next monthly installment of Rent will then be due on or before the 1st day of the second month of the Lease Term. For subsequent months, you will pay us the monthly installment of Rent on or before the 1st day of each month, in advance, and without us having to make demand for payment. However, we also reserve the right to collect the last monthly installment of Rent before you move in. Rent is payable at the Management Office Address listed above (or at such other place of which we notify you in writing). For your convenience, the bills sent to you by our third party billing provider will also list your rent and related charges. You have no right to withhold Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages against us. We require that all money payable to us is to be paid by electronic payment through the ResidentPortal. You will be responsible for any fees in connection with electronic payments. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations. Rent is payable for the entire Lease Term, regardless of whether you vacate the Premises before the Ending Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents or poor health.

c. Regardless of whether it is a holiday or weekend, all monies due but not received by close of business on the 3rd day of the month are considered late. If any portion of your monthly payment is not received by the above date, you will be assessed an initial late fee of \$50.00 plus \$ per day or percent of outstanding balance beginning on the above date until the date paid, or percent of outstanding balance beginning on the above date plus \$ per day until the date paid. We will not charge late fees in excess of \$200.00 per month. You also agree to pay either [a service fee of \$50.00 for each NSF or rejected automated clearing house draft plus the above late fees] or [a fee equal to 1% of the face value of the check plus an additional fee equal to the fee charged by the bank to Management plus the above late charges until we receive acceptable payment].

d. At our option, we can accept a partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder, regardless of whether or not you have made notations on money orders and regardless of when the obligation came about.

e. You are liable for all costs or charges associated with us providing special services to you or on your behalf and for all fees or fines as described in this Lease, all Addenda to this Lease and the Resident Handbook.

f. Rent may be increased due to the addition of any or all of the Additional Monthly Fees during the Lease term, or any other amendment to this Lease that requires a reoccurring monthly payment, which shall be treated as additional rent.

g. At our option, and without notice to you, any money that we receive from you can first be applied to any outstanding charges (including but not limited to late fees, damage or repair charges, fines, utility overages, etc.) that you owe us and then to the current monthly installment of Rent, regardless of whether or not you have made notations on money orders and regardless of when the obligation came about. If the payment you make does not cover the total charges outstanding, then you will immediately pay the difference, plus any late fees.

2. LEASE TERM. The Lease Term starts on the Starting Date at noon and ends at noon on the Ending Date. You do not have any right to renew this Lease and this Lease automatically terminates on the Ending Date. You cannot occupy your Premises until we receive all Rent required to be paid before you move in and have completed and executed lease documents and the Guaranty, if required. Even if we cannot provide the Premises to you when we are supposed to, we will not be liable to you for damages because of the delay. However, no Rent will be due for the period in which you were unable to occupy the Premises. Until we can provide the Premises to you, we may relocate you to another Bedroom and/or Apartment, as the case may be, in the Apartment Community or another facility. If we cannot provide the Premises to you, or you are not relocated, within thirty (30) days of the Starting Date, then you will have the right to terminate this Lease by giving us written notice before we provide the Premises to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. Except as set forth in this Section, no other remedy is available to you and you waive your right to any other remedy.

3. PREMISES DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the "Premises". If "By the Bed" is the Lease Type checked in the Summary of Lease Terms and you are leasing a Bedroom as specifically identified in the Summary of Lease Terms, then the Premises is defined as including each of the following:

a. Your sole use of the Bedroom and Bathroom (if the Apartment has separate bathrooms for each bedroom) in the Apartment;

b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);

c. Your sole use of the furniture within the Bedroom (if provided by us); and your joint use of all appliances and furniture within the Common Areas of the Apartment;

d. Your joint use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you. If the postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the mailbox,



but assume no liability and you release us from liability for misdelivery, delays in delivery, failure of delivery or lost or damaged packages, envelopes or any other type of mail delivery. At the Ending Date, you will notify the U.S. Postal Service to forward your mail to such address as you may specify. We have no obligation to forward your mail.

If “By the Unit” is the Lease Type checked in the Summary of Lease Terms, then the Premises is defined as the entire Apartment and any references in this Lease to “Bedroom” means the entire “Apartment”.

4. **BEDROOM AND UNIT ASSIGNMENT.**

a. At our option, we may not assign a rental space at the time of the execution of this Lease. You expressly understand and agree that our failure to assign a rental space at the time of the execution of this Lease will not relieve you of your responsibilities under this Lease. You agree that this Lease will remain effective so long as we are able, on or before the Starting Date, to assign a rental space similar to the one otherwise specified in this Lease to you. We have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice. While we will not act arbitrarily, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Apartment Community, upon fifteen (15) days’ written notice to you.

b. If this Lease is signed by you, listing only the Unit Type and not an Apartment or Bedroom, we may at a time deemed appropriate by us, assign you an Apartment or Bedroom, as the case may be. To the extent practical in our sole judgment, we will try to honor requests for a specific Apartment or Bedroom. However, if we cannot accommodate your request this does not release you from your obligations under this Lease. You understand that your Rent may be increased or decreased from the Rent listed above due to premiums assessed for location, view or other value added or lost variations from the basic Unit Type requested. You understand that if this Lease is signed by you listing only the Unit Type and not an Apartment or Bedroom that the Lease is subject to availability. We cannot guarantee the availability of the Unit Type you have leased.

5. **USE/OCCUPANTS.** Only you can live in the Premises. It will be used only as a private residence and for no other purpose. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their lease. **WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT. IN NO EVENT ARE WE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, GENERAL OR SPECIFIC, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF ANY OF YOUR ROOMMATES.**

6. **GUARANTY.** At our option, the sponsor’s guaranty (the “Guaranty”) provided to you must be signed and returned to Management by the earlier of (i) fourteen (14) days after the date of this Lease or (ii) the Starting Date. At our option, we may terminate this Lease and your right to possession of the Premises if the Guaranty is not timely signed and returned to Management. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this Lease; however, we still have the right to terminate the Lease at any time before we receive the fully executed Guaranty. The fact is that regardless of whether there is or is not a Guaranty, you still have to pay us Rent and are bound by all the other obligations of this Lease. The Guaranty is just an additional assurance to us that the Rent gets paid and the other obligations under this Lease get performed.

7. **MOVE-IN.** A “Resident Move-In Form” will be provided to you at the time that you move into the Premises. By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for damages and defects included on your “Resident Move-In Form”, you accept the Premises, fixtures, appliances and furniture “as is” and “with all faults”. **WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES AND FURNITURE.**

8. **MOVE-OUT.**

a. No move-out will release you from your remaining obligations under this Lease. When you leave, whether on or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. You must remove all trash and debris. You must follow any move-out instructions provided to you by us. If you do not or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed in the Resident Handbook or any move-out notice or such other reasonable charges to complete such cleaning, repair or replacement. You have the option to be present at the move-out inspection; if you are not, you agree to accept our assessment of damages and charges when we inspect.

b. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us.

c. Damage to your Bedroom and its furnishings is your sole responsibility; damage to the Common Areas and its furnishings and appliances are the joint and several responsibility of all residents of the Apartment.

d. All keys must be returned to us. If all keys are not returned to us, you must pay all costs to re-key the Premises.



e. If you move out permanently prior to the Ending Date, you are not released from liability under this Lease (even if you return your keys) and we can apply your Security Deposit to your account. You will be responsible for monthly installments of Rent through the Ending Date. There is no early termination clause in this Lease.

9. **HOLDOVER.** If you still occupy the Premises past the Ending Date, you will be in violation of this Lease and will owe us two times the total Monthly Installment of Rent for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, the damages of any contractor scheduled to perform work in the Premises and the damages of the person who could not move in because of your holdover.

10. ASSIGNMENT, SUBLETTING AND RELETTING.

a. You cannot assign or sublease any part of your Premises to another person without our prior written consent, but the giving of our consent is at our sole judgment. Even if we agree to an assignment or sublease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignment or sublease will not be a waiver of our rights of consent in the future. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied to place a new resident in the unoccupied bedroom.

b. A reletting charge will be due if you (1) fail to move in or (2) move out before the Ending Date, or (3) are judicially evicted. You will be liable for a reletting charge equal to 100% of the highest monthly installment of Rent during the Lease Term. In no event will we be required to relet your unit or bed space before leasing other available units or bed spaces in the community. No relet will be approved unless no monies are owed pursuant to this Lease. Additionally, you must complete a Relet and Release Acknowledgement, and you must abide by all provisions contained in that form. The reletting charge is not a cancellation or buyout fee and does not release you from your obligations under this Lease, including your obligation to pay Rent.

11. SECURITY DEPOSIT AND FEES.

a. Once you sign the Lease application, you may be required to deposit a Security Deposit, at our option, (this may be in the form of an application deposit which is transferred over as the Security Deposit) with Management as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate this Lease). Among other items, any damage to the Premises, the cost of labor and materials for cleaning and repairs, and the amount of delinquent payments, late charges and other amounts you owe us under this Lease may be deducted from the Security Deposit. If, prior to the date of your moving out, the Security Deposit is reduced because we applied all or part of it to your unpaid obligations, you agree that within three (3) days after receipt of written notice from us, you will deposit with Management the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. If you have notified us of your forwarding address, you agree that we have the maximum number of days allowed by law to return any unused portion of the Security Deposit to you after the expiration or termination of this Lease. Along with that return, and so long as you do not owe us Rent at the time of your surrender of the Premises, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion of the Security Deposit – you must look to the new owner. The Security Deposit will be deposited at **Capital One** in an [interest-bearing] [non-interest bearing] account. Any interest earned on the Security Deposit will be paid in accordance with state law.

b. You will be responsible for paying the following charges (if applicable): unpaid rent; unpaid costs and fees for utilities; costs of repairs, replacements for damages you or others in the Premises have caused; replacement costs for our missing property or appliances; new batteries for smoke detectors or alarms; costs of cleaning beyond normal; costs of utility service calls to remove equipment that you should have turned in; our trips to open the Premises if you don't have your keys; unreturned keys or the cost of rekeying the Premises if all keys are not turned in; missing or burned out light bulbs; removing or rekeying unauthorized security devices or alarm systems; removing and storing property remaining in the Premises after your move-out; removing illegally parked vehicles; false alarm charges; charges for unauthorized animals; fines and fees for violation of our rules or any code or law; late payment, returned and/or refused payments; costs of removal of any unauthorized animal; costs of eviction (including legal fees, bonds, and court costs); and other sums due under this Lease.

c. In addition to the Security Deposit, at our option, you may be required to pay certain other deposits and fees to Management including but not limited to reservation fees, parking fees, pet fees, storage fees, utility fees, application fees, administration fees, activity fees, amenity fees, redecorating fees and such other fees and deposits listed in the Summary of Rent, Fees and Deposits. The only purpose of the Reservation Fee is to place your name on a reservation list for an unspecified Apartment or Bedroom, as the case may be, in the Apartment Community, although this does not guarantee you any living arrangements. However, if we are unable to provide you an Apartment or a Bedroom, as the case may be, we will refund the Reservation Fee to you. If we can provide you with an Apartment or a Bedroom, as the case may be, the Reservation Fee is ours to keep. If we do not receive the Reservation Fee within fifteen (15) days after the date you sign this Lease, this Lease may be cancelled by us at our option.

12. **UTILITIES.** Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum. You and your roommates are jointly and severally liable for payment of utilities that are required to be paid by you and/or your roommates. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.



13. APARTMENT COMMUNITY GUIDELINES. You must comply with all written rules and policies, including those defined in the Resident Handbook for the Apartment Community. The Resident Handbook and the rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time in our sole judgment by posting a notice on a bulletin board, website or other area that we designate for notices to residents. If you are a student at a College or University serviced by the Apartment Community, then you must also comply with all such College or University rules and regulations and student codes of conduct.

14. MAINTENANCE, ALTERATIONS AND REPAIRS.

a. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will maintain the Premises in a neat, clean and sanitary condition and free from pests and rodents. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in the wall for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water or plumbing stoppages caused by foreign or improper objects in lines and facilities serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this Section will continue after the Ending Date. Our repair costs may include a fifteen percent (15%) overhead charge.

b. You must not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under state law. After you move in you are responsible for keeping the smoke detector in working order. We can require that you pay in advance all costs relating to the replacement or repair of a security device if due to your misuse or damage.

c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, or if a smoke detector is not properly functioning, the request to us must be in writing. In case of malfunction of utilities or damage by fire, water, or similar cause, or injuries, accidents or property damage occurring in the Apartment, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing immediately of: water leaks, electrical problems, carpet holes, broken glass, and any condition which you reasonably believe poses a hazard to health or safety. Once we receive the notice we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce Rent.

d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

e. We are not liable to you for any inconvenience, discomfort, disruptions or interference with your use of the Premises when we are making repairs, alterations or improvements to the Premises, the Apartment or the Apartment Community. If you request any repairs that are required to be performed by us under this Lease, they will be done during our usual working hours.

15. INSURANCE.

a. We are not liable to you for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities: except to the extent that such injury, damage or loss is caused by our gross negligence. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you.

b. We do not insure the contents of your Apartment.

c. ADDITIONALLY, YOU [check one] ARE REQUIRED TO PURCHASE PERSONAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$300,000 ARE NOT REQUIRED TO PURCHASE PERSONAL LIABILITY INSURANCE. If required above, your insurance policy should include liability coverage and personal property coverage and you must provide sufficient proof of such insurance coverage and maintain that coverage. If Resident Fails to maintain active personal liability coverage or to provide us with proof, in the form of a declaration page, of that coverage, Resident will be assessed a lease violation fee in the amount of \$50.00 per month for Failure to comply with this section. Even if personal liability insurance is not required, you are strongly encouraged to obtain personal property insurance.

d. You will look to your own insurance for recovery of any loss resulting from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, surges or interruption of utilities and/or other casualty. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance, you bear the full risk of your own loss.

16. LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW YOU, FOR YOURSELF AND ALL OTHER PARTIES, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (i) LOSS OR THEFT OF YOUR



AND ANY OTHER PARTY'S PERSONAL PROPERTY, (ii) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (iii) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN PART (BUT NOT IN WHOLE) BY OR RELATED TO OUR NEGLIGENCE. YOU ASSUME FOR YOURSELF AND ANY OTHER PARTIES, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK. WE ARE NOT OBLIGATED TO PROVIDE ANY HEALTH OR MEDICAL CARE TO YOU OR TAKE ANY ACTION WITH RESPECT TO ANY MEDICAL CONDITION, ALLERGY OR DIETARY PREFERENCES. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF LOSS, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, REMEDIATION COSTS AND EXPENSES OF WHATSOEVER KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL AND CONSULTING FEES, THAT WE MAY AT ANY TIME SUSTAIN OR INCUR BY REASON OF ANY AND ALL CLAIMS ASSERTED AGAINST US TO THE EXTENT THAT SUCH CLAIMS AROSE OUT OF OR AS A RESULT OF ANY BREACH OF THIS LEASE BY YOU OR BY OTHERS, OTHER THAN US.

17. LOSS. If in our sole judgment, the Premises, the Apartment Community or any part of the Apartment Community is materially damaged, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and deposit(s) less lawful deductions. If we determine not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there may be a reasonable reduction of Rent for the unusable portion of the Premises unless you were the cause of the damage. Alternatively, we may choose to relocate you to another apartment or even another comparable facility.

18. RIGHT OF ENTRY. We, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any unoccupied bedroom in the Apartment for re-rental, to inspect the Apartment for the presence of mold or other conditions or to make repairs or remedy any violation of this Lease to the Apartment. Notwithstanding our rights, nothing in the preceding sentence or any undertaking by us under the preceding sentence (a) creates any obligation on us to perform any such inspections or any duty to act which otherwise would not be present or (b) releases you of your obligations to inspect, maintain, repair or report, or otherwise, under this Lease. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage). We can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. You are not allowed to install additional or alternate locks on the doors of the Apartment. Changing locks is expressly prohibited.

19. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease when due;
- b. You violate this Lease or any Addenda to this Lease, the Resident Handbook, any other Apartment Community rules and policies or any laws, codes or ordinances;
- c. Any of the utilities, which are payable by you or the other residents of the Apartment are disconnected or shut off because of nonpayment;
- d. You fail to move into the Premises or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for five (5) consecutive days);
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You are arrested for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;
- g. You engage in or permit (i) any drug related criminal activity, (ii) any activity that endangers the health or safety of other residents, (iii) any activity that, in Landlord's sole judgment, is injurious or harmful to the Apartment Community or its reputation, (iv) the possession or use of any weapons in the Apartment or the Apartment Community, or (v) any act of violence in your Apartment or the Apartment Community;
- h. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease, any Addenda to this Lease or the Resident Handbook; or
- i. You allow a previously evicted resident or occupant to reside in your Apartment.

20. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than as provided in this Section) in addition to other remedies allowed by law:

- a. Collect any fine imposed under this Lease, any Addenda to this Lease or the Resident Handbook;
- b. Sue to collect past due Rent and any other damages we have incurred because you violated the Lease;
- c. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date or until another person that we approve and accept in writing takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);



- d. Terminate your right to occupy the Premises but not terminate this Lease nor end your monetary obligation for the Premises;
- e. Terminate this Lease and your right to occupy the Premises and institute an action for eviction;
- f. Report all violations to credit reporting agencies as permitted by law; and,
- g. Do any combination of the above named remedies or any other remedies allowable at law or in equity.

In addition to the foregoing remedies, if you commit any violation of Section 19, paragraph f. or g. of this Lease, we can immediately require you to vacate the Premises within 24 hours after notice from us.

The Landlord shall have the option to cancel this Lease in the event of any default for any prior lease period upon written notice to Tenant.

21. CUMULATIVE REMEDIES. The exercise of any remedy by us will not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to vacate the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

22. COSTS AND FEES. In the event we bring an action against you because you violated this Lease, we can recover all costs or fees we incur, including reasonable attorneys' fees, as part of any judgment (except in Arizona and Florida where the prevailing party may be awarded reasonable attorney's fees).

23. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership of the Apartment Community, it can, at its discretion, end this Lease or elect to continue this Lease in which event you will recognize such Lender as your Landlord hereunder. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community. Upon written notice from a Lender, you will pay your Base Rent and other amounts payable under this Lease to such Lender.

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

25. RESIDENT INFORMATION. If you or the Guarantor have supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information about you or your rental history for law enforcement, governmental or business purposes, you agree that we are permitted to provide it.

26. GENERAL. Timing is very important in the performance of all matters under this Lease. Time is of the essence of this Lease. Your execution of this Lease confirms that neither we nor any of our representatives have made any representations or agreements. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Apartment Community will be students. All amenities (including cable TV) at the Apartment Community are provided as a privilege and license granted by the Landlord and do not constitute a contractual right except as otherwise provided in the Lease. Landlord may change the character of, close or discontinue any amenity based upon the needs of the Landlord and at Landlord's sole and absolute discretion without notice, obligation, or recompense to Resident. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to enter into, waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us. All Lease obligations are to be performed and enforced in the county where the Apartment Community is located, and the law of the State in which the Apartment Community is located will govern. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights will not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If any part of this Lease is not valid or enforceable, it will not invalidate the remainder of this Lease. If more than one person signs this Lease, then the liability of all such persons to us will be joint and several and references to "Resident" or "you" in this Lease will be deemed to include all such persons that sign this Lease or may otherwise be accountable for and responsible for your actions or inactions. In addition, for the purposes of this Lease, the reference to "you" with respect to any defaults, violations or liabilities of the Resident or with respect to any disclaimers of liability, indemnities, waivers or releases from the Resident, will mean "you", "your guest(s)", "your family member(s)", "your invitee(s)", and "any other parties related to you or who are at the Apartment Community or the Premises because of you". For purposes of this Lease, all references to "we" in any disclaimers of liability, releases, waivers or any indemnities by you will mean, and be in favor of, us, Management, and any employees, officers, directors, members, affiliates, successors and assigns of us, Management and any of them. This Lease may be executed electronically, by facsimile or PDF and in counterparts.

27. LIABILITY OF LANDLORD. If we violate this Lease, you waive any right to damages (and those of anyone else) which exceed our equity in the Apartment Community, but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.



28. **SAFETY.** YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. READ THE SAFETY GUIDELINES CONTAINED IN THE RESIDENT HANDBOOK. NONE OF OUR SAFETY MEASURES ARE AN EXPRESS OR IMPLIED WARRANTY OF SECURITY OR ARE A GUARANTEE AGAINST CRIME OR OF A REDUCED RISK OF CRIME. WE ARE NOT LIABLE TO YOU FOR INJURY, DAMAGE, OR LOSS TO PERSON OR PROPERTY CAUSED BY CRIMINAL CONDUCT OF OTHER PERSONS INCLUDING THEFT, BURGLARY, ASSAULT, VANDALISM, OR OTHER CRIMES OR YOUR PERSONAL CONFLICT WITH YOUR ROOMMATES, OR ANY OTHER REASON. WE ARE NOT OBLIGATED TO FURNISH SECURITY PERSONNEL, SECURITY LIGHTING, SECURITY GATES OR FENCES, OR OTHER FORMS OF SECURITY AND WE CAN DISCONTINUE ANY OF SUCH ITEMS PROVIDED AT ANY TIME WITHOUT NOTICE. YOU UNDERSTAND THAT WE HAVE NOT MADE ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO YOU CONCERNING THE SAFETY OF THE APARTMENT COMMUNITY OR THE PREMISES OR THE EFFECTIVENESS OR OPERABILITY OF ANY SECURITY DEVICES OR SECURITY MEASURES AT THE APARTMENT COMMUNITY OR THE PREMISES. YOU UNDERSTAND THAT WE DO NOT WARRANT NOR GUARANTEE THE SAFETY OR SECURITY OF YOU AGAINST ANY CRIMINAL, TORTIOUS OR WRONGFUL ACTS OF ANY PERSON. YOU UNDERSTAND THAT SECURITY DEVICES OR MEASURES MAY FAIL OR BE THWARTED BY CRIMINALS OR BY ELECTRICAL OR MECHANICAL MALFUNCTIONS. THEREFORE, YOU UNDERSTAND THAT YOU SHOULD NOT RELY ON SUCH DEVICES OR MEASURES AND SHOULD TAKE STEPS TO PROTECT YOU AND YOUR EXISTING PROPERTY AS IF THESE DEVICES OR MEASURES DID NOT EXIST. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY MALFUNCTIONS INVOLVING LOCKS, DOORS, PROTECTIVE DEVICES OR WINDOWS IN WRITING. YOU, FOR YOURSELF AND ALL OTHER PARTIES, HEREBY RELEASE ALL, AND COVENANT NOT TO SUE US, AND WAIVE ANY AND ALL LIABILITY OF, AND ALL CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION AGAINST US WITH RESPECT TO ANY AND ALL PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY AND ALL OTHER OCCURRENCES SUFFERED BY YOU OR ANY RELATED OR UNRELATED PARTY AS A RESULT OF ANY CRIMINAL, TORTIOUS OR WRONGFUL ACT BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, ANOTHER RESIDENT OF THE APARTMENT COMMUNITY, BUT EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT BY US TO THE EXTENT PERMITTED BY LAW.

29. **MOLD.** Whether or not you experience mold growth in the Premises depends largely on how you manage and maintain your Apartment, and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Premises as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Apartment is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Apartment in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Apartment. As part of your compliance with this general obligation, you agree to do the following:

- a. Keep the Apartment, including without limitation the kitchen and bathroom areas, clean and dry.
- b. Remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible and within 24 hours.
- c. Use fans in the bathroom and/or open bathroom windows while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated. After taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor. Hang up all towels and bath mats so they will completely dry.
- d. Use reasonable care to prevent outdoor water from penetrating into the interior of the Apartment via windows or otherwise.
- e. Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment.
- f. Take all reasonable measures to control the moisture level in the Apartment.
- g. On a routine basis, and at least once per month, visually inspect all areas of the Apartment for mold growth or signs of water damage and wetness.
- h. Immediately report to Management orally and in writing any water leaks or water intrusions into the Apartment, or any excess water in or in the vicinity of the Apartment (walls, floor, ceiling, etc.) or in the building, such as plumbing leaks, roof leaks, foundation leaks, drips, sweating pipes, flooding or puddling of water.
- i. Immediately report to Management orally and in writing any mold growth you find, identifying the location where found inside the Apartment.
- j. Immediately report to Management orally and in writing any problems you become aware of relating to fans, heating, air conditioning or other ventilation systems.

30. If this is a renewal of your current lease, then in that event, the terms and conditions of your current Lease will remain in full force and effect until the Starting Date of this renewal Lease.

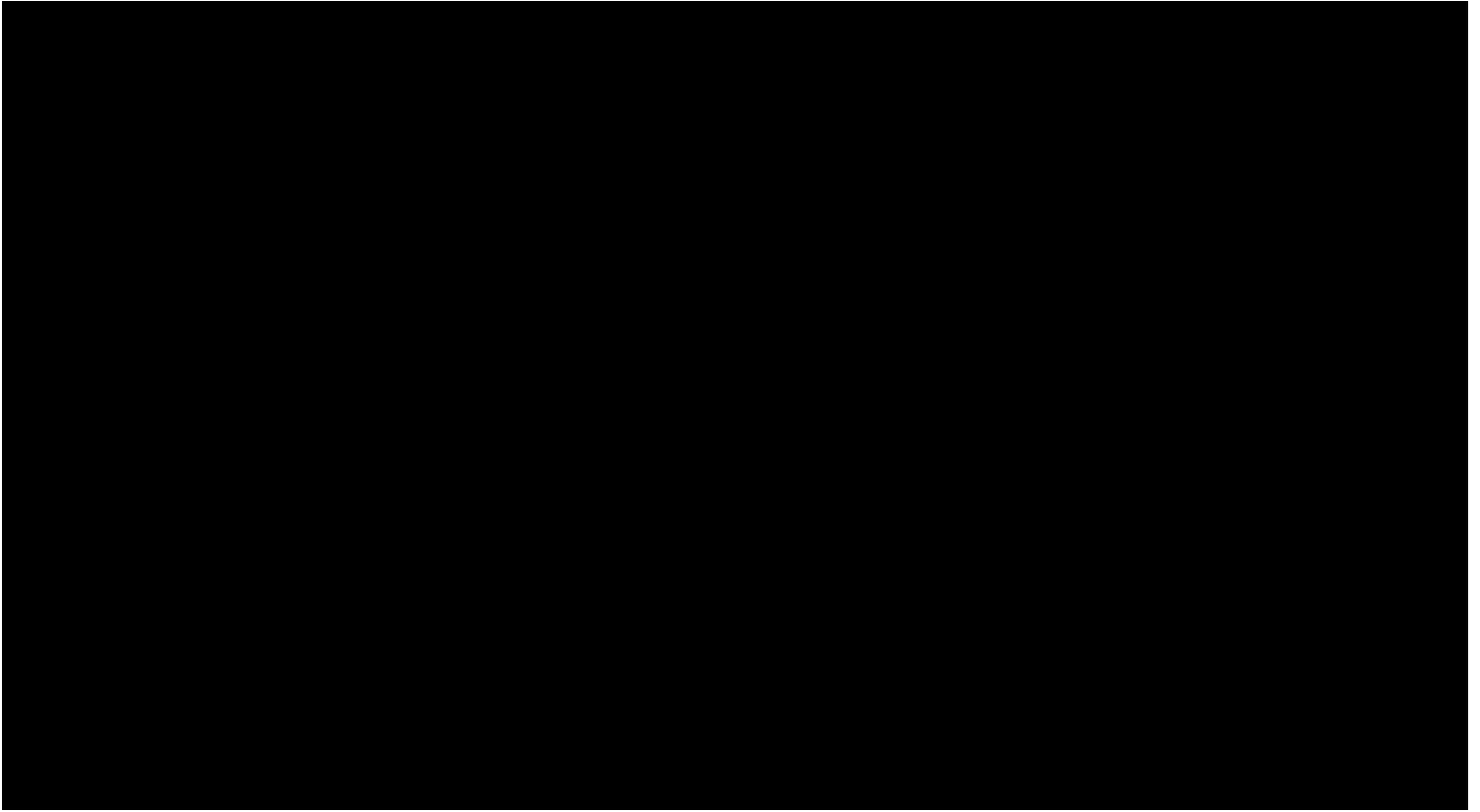
31. **ADDENDA.** All Addenda to this Lease including, but not limited to, Utility Addendum, Internet Addendum, Parking Rules, Storage Addendum, Guaranty Agreement Addendum and Pet Addendum, are all considered to be a part of this Lease and are incorporated herein.

BY SIGNING THIS LEASE, YOU UNDERSTAND AND AGREE THAT WE MAY GIVE YOUR PERSONAL INFORMATION (SUCH AS YOUR EMAIL ADDRESS) TO SERVICE PROVIDERS FOR THE PURPOSE OF PROVIDING ON-SITE SERVICES TO YOU INCLUDING BUT NOT LIMITED TO PACKAGE DELIVERIES AND UTILITY SERVICES.



Residential Lease - National NFV

Signature Details



UTILITY ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Addendum will have the same meaning as given in the Lease.

1. UTILITY OPTION. For the following utilities you must select one of the following options. Electricity; Gas; Water; Sewer. You acknowledge that no portion of the rent to be paid by you will pay for any portion of the checked utilities in the preceding sentence.

Not Applicable

You and your roommates contract directly with the local utility service provider and are fully responsible for the bills which will be sent to you by the provider. Management shall incur no liability for any roommates' failure to reimburse you for their share of utility bills. If all roommates in your unit do not agree to this option then it shall automatically revert to the option below.

OR

The account for service from the local utilities provider(s) will remain in Management's name. For your convenience, the utility provider's bills for service it provides to your unit will be divided equally based on the number of roommates and presented to you by our third party billing provider. Our third party billing provider functions as a billing provider, not a utility, in order to allow you to pay such bills without having to sign up for service with the utility service provider directly or having to collect payments from your roommates. Neither Management nor our third party billing provider are providing or furnishing the utility service itself and the functions described herein are limited to dividing the utility provider's bill to each individual.

Additionally, in order to assist you in paying such bills and to encourage conservation, Management shall pay the first \$ of your bill monthly. Any amounts billed to you by our third party billing provider over this amount are your responsibility. Under this option, you will also be responsible to pay an annual \$63 administrative fee as described in more detail below.

Whether or not you elect the utility package option, all other provisions of this Addendum are applicable.

2. PAYMENT OF UTILITIES. Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below, with the method of allocation described in the key at the bottom of this page:

a. Electric service and associated fees will be paid:

By Us entirely

As described in Section 1 above based on your selection.

By You, directly to the utility service provider

By You, to reimburse us for our payment to the utility service provider, based upon:

Submetering. If this is checked, YOUR PREMISES IS SUBMETERED to determine electrical usage. The bills you receive from us will be based on the usage measured by the submeter times the average costs per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). Charges for consumption of electricity in the common areas of the Apartment Community (such as, but not limited to, the leasing office, the parking area, the pool and recreational areas) are paid by us and you will not be charged for them.



Allocation. If this is checked, you will be paying for electricity based on an ALLOCATION of electrical costs to the Apartment Community. The method of allocating the cost among the apartments is the square footage of the living area of the Apartment as a percentage of the sum (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated and air conditioned common areas. For this Apartment, the percentage is % [alternatively – the submetered usage of the Apartment as a percentage of the sum of the submetered usage of all apartments}. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period's average cost per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). This Apartment's average monthly bill for the previous calendar year was \$.

b. Gas service and associated fees will be paid:

By Us entirely
 As described in Section 1 above based on your selection.
 By You, to reimburse us for our payment to the utility service provider, based upon an allocation of the cost among the apartments equal to the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated common areas. For this Apartment, the percentage is 0%. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period's average cost of gas per 0 cubic feet (both amounts will be available to you at the manager's office during reasonable business hours). For this Apartment's average monthly bill for the previous calendar year was \$0.

c. Heating Oil service and associated fees will be paid:

By Us entirely
 As described in Section 1 above based on your selection.
 By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the Heating Oil with the following methodology:
 actual occupants
 ratioed occupancy
 average occupancy
 combination of square footage and occupancy
 ratio of submetered hot and cold water for the Apartment to the total
 full capture submetering

d. Water/Sewer service and associated fees will be paid:

By Us entirely
 As described in Section 1 above based on your selection.
 By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the water/sewer with the following methodology:
 actual occupants
 ratioed occupancy
 average occupancy
 combination of square footage and occupancy
 ratio of submetered hot and cold water for the Apartment to the total
 full capture submetering

Additionally, in order to assist you in paying such bills and to encourage water conservation, Management shall pay the first \$ of your water/sewer bill monthly. Any amounts billed to you by our third party billing provider over this amount are your responsibility.

e. Trash service and associated fees will be paid:

By Us entirely
 By You, directly to the service provider



- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the trash service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

f. Cable service and associated fees will be paid:

- By Us entirely
- By You, directly to the service provider, should you elect to establish service
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the cable service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior cable services billings and periods, the average monthly bill for all apartments for the previous calendar year was \$. During that calendar year, the highest cable service bill for an apartment was \$ and the lowest bill was \$.

g. Internet service and associated fees will be paid:

- By Us entirely
- By You, directly to the service provider, should you elect to establish service
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the internet service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior internet services billings and periods, the average monthly bill for all apartments for the previous calendar year was \$. During that calendar year, the highest internet service bill for an apartment was \$ and the lowest bill was \$.

h. Local telephone service and associated fees will be paid:

- By Us entirely
- By You, directly to the service provider, should you elect to establish service
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the local telephone service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior local telephone service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$. During that calendar year, the highest local telephone service bill for an apartment was \$ and the lowest bill was \$.

You and the other residents of your Apartment must separately pay for all charges, taxes and fees and provide required deposits for all utilities not listed above, as well as those paid by you directly to the service provider and those paid by you to us or our billing company.



In addition, you will be responsible to return on or before the ending date of the Lease all equipment related to television or internet or telephone services provided by Landlord or the service provider including, but not limited to, set top boxes, remote controls and cords and connectors. These items must be returned to the Landlord in undamaged and functioning condition or proof that the items have been returned directly to the service provider. You will be responsible for any costs for failure to comply with this requirement.

3. At our option, we may bill for services provided by local utility providers either through a billing company or directly by us. If you elect to have these various utility and service accounts remain in the name of Management, then for such services billed directly by our billing company, you will be charged an amount equal to \$63 on the date the Lease starts (or at the first billing for utility reimbursement, at the discretion of Management). This annual fee is for administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by us for entire school year. You must make payment in full of the various utility and service reimbursement charges to us or the billing company prior to the due date listed on each bill. You will be charged for the full period of the time from the commencement date of the Lease until its expiration date, regardless of whether you physically occupy the unit. You agree that Management may estimate any and all charges above upon your move-out (and such amounts shall be deemed final). The billing period for the utility bill will generally be the 1st to the 31st of the month or the billing period of the local utility. Whether or not we bill you directly or through a billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility and service reimbursement billings on time is difficult or impossible to determine, but you agree that in the event of a late payment, we or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, you agree that if the payment is received after the stated due date, you will immediately pay a late payment in the amount of \$15.00, which is a reasonable estimate of the costs incurred. Regardless of whether we bill you directly or through a billing company, payments for reimbursement of your utility and service charges billings are due each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle Management to exercise all remedies available under the Lease.

4. Management will have sole discretion to select the utility providers, except where prohibited by law. The billing for services provided to you by that provider will be sent to you by a billing company. You acknowledge that the billing company is not a public utility and that neither we nor the billing company will provide or furnish you with any utility service. Any disputes related to the computation of your bills will be between you and us.

5. General Information:

a. In the event that you are paying to us (as opposed to the utility provider) then any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility service provider. Please call the manager to discuss this.

b. We will typically read submeters.

c. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utility providers from the prior billing period and for all billing periods during the last 12 months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your submeter readings the readings from our master meter; and (v) submeter test results for the current month and the prior 12 months; and (v) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.

d. We will use our reasonable efforts to repair reported leaks and broken submeters within 7 days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within 7 days after we become aware of the issue.

e. You must not allow service for electricity, water, wastewater or gas to be terminated during the term of your Lease. If allowable under the law and if the respective utility account is in your or one or more of your roommates names, you may be able to change your utility provider; however, (a) all roommates must agree on that provider or you will be required to use the same provider used for the Project, and (b) you must give us written notice of such change within ten (10) days after you elect to change providers. You are liable for all costs to change providers and all costs to return the utility to our provider at the end of the term (if you fail to return it to our name we can charge you a fee of up to \$75 plus all other costs necessary to return to our provider). You are liable for all of your unpaid utility bills through the termination of your Lease, which liability shall survive such termination.



6. Payment for your respective utilities is due upon receipt of your bill from us or the third party billing provider. In order to avoid late fees, all amounts are due by or before the 1st Day of the monthly billing cycle. You are required to pay the amount due to the same place that you make your regular Rent payments. If your payment is late, if your check doesn't clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees and other remedies under this Lease are available to us.

7. Unless you elected to have these various utility and service accounts remain in the name of Management, all utility and service accounts in your name or your roommate's name must remain on, in your name, through the Ending Date regardless of whether you have moved out, except and unless you have sublet the Premises pursuant to Section 10 of this Lease. Refusal to maintain utility service in your name will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.

8. Each bill will include a monthly service fee of \$5.25 or an annual fee on the first bill of \$63 in addition to the water/sewer charges. This monthly service fee is for administration billing, overhead and similar expenses and changes incurred by Management for providing billing services and may be increased (with 30 days written notice, or by minimum number of days as required by state and/or local law(s), whichever is shorter, provided by you) if Management's expenses increase.

9. If local telephone is paid by us, you agree to reimburse us for all charges, taxes and fees associated with long distance telephone calls, additional or private lines and telephone calls to directory assistance. In addition, if local telephone service is paid by us, you agree not to access, use or order any service that may result in charges assessed to or costs incurred by us, including, but not limited to, acceptance of collect calls, third party billing, or any service (including calling cards) which may be billed to the telephone number furnished to you. If you are in violation of the Lease or of a local carrier's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue telephone service to the Premises.

10. If you want additional telephone lines, additional cable channels or alternative providers of telephone, cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services. The installation of a satellite dish requires our prior written approval.

11. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider and/or university network. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to our internet service. We are not responsible for the purchase of these items, and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's or university network's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises.

12. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this addendum and the Lease and will entitle Management to exercise all remedies available under the Lease.

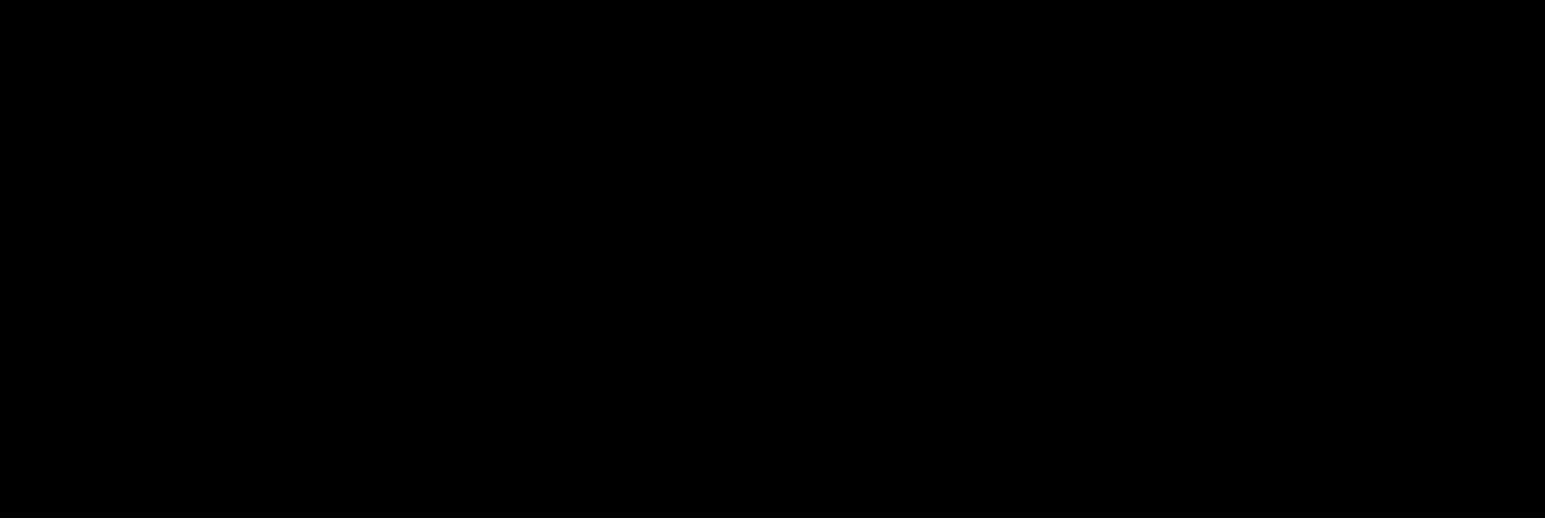
13. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. You release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

14. Should any provision of this addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.



Utility Addendum - Ann Arbor

Signature Details



INTERNET ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

Not Applicable

NETWORK ACCESS POLICY.

Internet access will be provided to the Apartment Community as an amenity by a company selected by Management in its discretion ("Provider") that may, from time to time, supply content, software or information service to the Premises or the Apartment Community through Provider's integrated communications and/or internet access system ("System"). We may, at our discretion, from time to time change the Provider and make changes to the System. As an integrated communications provider, Provider offers its clients the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We want you to be informed of your rights and obligations -- and those of Provider and Management -- in connection with your use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. The fundamental fact about the Internet is that no one --neither Provider, Landlord, Management, you nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When you obtain information through the Internet, you must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because we cannot monitor and censor the Internet, and will not generally attempt to do so, we cannot accept any responsibility for injury to or damages suffered by you or other users of the System that results from inaccurate, unsuitable or offensive Internet communications.

2. When you disseminate information through the Internet, you must keep in mind that we do not review, edit, censor or take responsibility for any information you or other users may create. This places on you what will be, for most, an unfamiliar responsibility. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information you create is carried over Provider's System and may reach a large number of people, including both clients and nonclients of Provider, you and other users' postings to the Internet may affect other users and may harm our goodwill, business reputation and operations. For these reasons, you violate this Policy when you engage in any of the following activities. Such violation by you constitutes a default by you under this Lease.
 - a. Spamming -- Unsolicited, commercial mass e-mailing is an illegal and strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's clients.
 - b. Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve us in litigation and possible loss of reputation.
 - c. Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.
 - d. Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against us, whose facilities were used to distribute the defamatory material.
 - e. Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
 - f. Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.



- g. Illegal activities -- Any activity that is in breach of any law or regulation
- h. Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
- i. Other Activities whether lawful or unlawful, that we determine, and so notify you, to be harmful to the System or to its or our respective clients, tenants, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

3. The responsibility for avoiding the harmful activities described above rests solely with you. We will not, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Management becomes aware of harmful activities, communications, however, it may take any of a variety of actions. We may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action we deem appropriate, including Management exercising remedies for your breach of this Lease.

4. We are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you and other users of the System to assume that all of their on-line communications are insecure.

5. We cannot take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. We may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, we may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over the System where necessary to protect us and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.

6. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System and will not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

7. Excessive data transfer may interfere with the experience of other users of the System. You will not disrupt, or interfere with the use by other client of the System or with the services available through the System. We will have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Management may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine such utilization is excessive.\

8. Where access to the network is provided wireless (using standard WiFi protocols) in addition to wired access, you may not connect or install any wireless device (including but not limited to Wireless routers, access points or extenders) that will cause interference to the provided network in any way.

9. Use of the System is at your sole risk, and we or any of our respective affiliates will not be liable in connection with any usage of the System by you or any third party. We nor any of our respective affiliates represent or warrant that the System will be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the tenant network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.

10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.



11. Because the System is shared by many other users, we recommend your use of "Personal Firewall Software".
12. Without limitation to any other provision of this Lease, violations of this Policy by you may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.
13. You hereby agree to indemnify, protect and save harmless us and each of our affiliates, agents, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from your violation of this Policy. Among other things, this means, that if we are sued because of your activities that violate this Policy, any law or the portions of this Lease dealing with your use of the System, you will pay any damages awarded against us, plus costs and attorneys' fees.
14. We will not be liable for any interruption, surge, or failure of the System or of any utilities or services provided to you or any damage directly or indirectly caused by such interruption, surge or failure.
15. We may provide wired connections, wireless connections, or both as chosen by us. Use of these services is subject to the terms and conditions of (i) Management (ii) Provider (including the Policy set forth above), and (iii) the terms and conditions governing the use of University or College-provided services, as applicable. In the event you are in default under any of the terms of this Lease (including, without limitation, the Policy), Management will have the right to discontinue your connections to the System. If Provider re-connects you to the System, , after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee.
16. Should you desire to use alternative Internet or on-line services, you will have the right to do so, at your expense.
17. You are required to have an anti-virus software package installed on your computer system at all times when accessing the Apartment Community's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.
18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, you are responsible for ensuring that your operating system is up to date, with all necessary security/or critical update patches for your specific operating systems. Such patches are generally made available by the operating system provider.
19. The system is provided primarily to allow Residents to connect desktop or laptop computers, tablet devices, or mobile phones. Management does not guarantee that other types of connected device will function or function correctly when connected.
20. This Policy may be amended or supplemented from time to time by us. Such amendments or supplements will be effective upon the transmission of written notice to you as provided in the foregoing Lease, or, as we communicate such amendment or supplement over the Internet.



National Internet Addendum

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UNIT ASSIGNMENT ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

As of the Starting Date of the Lease Term, the Premises, as defined in Section 2 of the Lease, shall consist of the following:

Not Applicable

Apartment: Bedroom:

Floorplan: **4 Bedroom 4 Bathroom A** Unit #**802-B** Bed Letter **B** **Standard Private Room**

RENT. According to the preferences you have previously stated or based on the availability of the unit type requested, the Rent for the above referenced Apartment and/or Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basic unit type requested. You agree that your Monthly Rent will be adjusted by the following amount, for the following reasons:

Monthly Rent Adjustment: \$

Reason for Adjustment:

Monthly Rent Adjustment: \$

Reason for Adjustment:

Monthly Rent Adjustment: \$

Reason for Adjustment:

New Monthly Installment of Rent: \$

You agree that the above New Monthly Installment of Rent amount will be due as Rent. This New Monthly Rent is payable according to the terms of Section 1 of the Lease.

REASSIGNMENT. Though we will try to avoid it, we reserve the right to reassign your Apartment or the Bedroom listed above prior to you taking possession of the Apartment.



National Unit Assignment Addendum

Signature Details

	Signer	IP Address	Date Signed
1	[REDACTED]	[REDACTED]	[REDACTED]

PARKING ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

I do not have a garage, carport or parking space at this time. If I obtain a garage, carport, or parking space I understand that I must complete a new Parking Agreement.

Leased Parking/Storage

You agree to lease a Garage, Carport, and/or Parking Space, the “Additional Space”, located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease. Notwithstanding the foregoing we may cancel the leased parking/storage at any time upon thirty (30) days prior written notice.
2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:
 - No charge
 - One-Time Charge of \$ per year.
 - Ongoing Monthly Charge of \$0.00 due with the Rent and
3. You acknowledge receipt of the following entry device Key, Remote, or Access Card for which you have paid a non-refundable fee in the amount of \$0. You understand that there is a non-refundable replacement fee of \$85.00 for this device if you should fail to return it upon vacating the Premises.
4. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.
5. You agree that Management may enter the Additional Space pursuant to Section 18 of the Lease.
6. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.
7. You agree to accept the Additional Space “AS IS”, and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.
8. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance, you bear the full risk of your own loss.

General Apartment Community Parking Rules and Regulations



1. Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations or any unauthorized vehicles may be towed at the expense and sole risk of the owner of the vehicle.
2. You may not have more than one vehicle in the Apartment Community at one time, and your vehicle must be properly registered with our office. The vehicle must be properly insured and a current state inspection and registration sticker(s) must be visible. Proof of Insurance is required prior to the issuance or renewal of a parking permit.
3. Your vehicle and those of your guest(s) may not, at any time, park your vehicle such that it takes up more than one parking space, park in a fire lane, in a "no parking" area, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces without a required handicap identifying card or license, in spaces designated for visitors or management representatives, in a location which blocks exit from or entrance to a parking space, in areas without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
4. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than a pick-up may not remain on our property except for loading and unloading, though we reserve the right to permit these vehicles in designated areas.
5. You may not wash your vehicle or perform any mechanical repairs or maintenance while in the Apartment Community, except in areas, if any, designated by us for such uses.
6. You agree to inform your guests/non-residents of all parking rules and restrictions.
7. The vehicle must appear to be in operable condition, that is, it cannot have a flat tire; be on jacks or blocks; have an expired state inspection sticker; have an expired or no license plate or no registration sticker. Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Handbook. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local legal requirements with no advance or further notice.
8. You agree to pay for towing and storage charges. The Apartment Community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property.
9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

Parking Permits

1. If your Apartment Community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver's side of your front windshield, unless otherwise directed in writing by us. Vehicles violating this provision may be towed at the vehicle owner's expense.
2. A parking permit allows the resident to park in designated areas within the Apartment Community upon availability. A permit in no way guarantees the availability of parking in front of your building or even in the Apartment Community.
3. Parking permits become invalid on Ending Date of your Lease or earlier if your Lease is terminated either by us or you or if you sublease your Apartment in accordance with Section 10 of the Lease.
4. If you enter into a new Lease, you must obtain a new permit from us at the Ending Date of your prior Lease. Your old permit will not protect you against towing.
5. Parking permits are valid only on the vehicle assigned per this Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
6. We reserve the right to revoke parking permits at any time for any reason.



7. You have received a Decal for which you have paid a non-refundable fee in the amount of \$. You understand that there is a non-refundable replacement fee of \$ for this if a replacement is needed.

Guest Parking

1. You understand that the Apartment Community [does] [does not] require guest parking permits.
2. Your guests must park only in designated guest or visitor parking, and they are subject to all the provisions in this Addendum.
3. If your Apartment Community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number of guest parking permits issued each day and to issue none on any day we choose. There is no guest or visitor parking area-only guest permits. Guest permits must be clearly in view in the area specified by Management when you sign out the permit (It is your responsibility to ask Management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at your expense.

Acceptance of parking privileges (access card, special permits and hang-tags) constitutes an agreement between the Tenant and the Landlord that the Landlord shall not be responsible for loss or damage to the vehicle or to persons, its accessories or contents, resulting from theft, fire, collision, or any other cause

Vehicle Information

Vehicle Make/Model: /

Vehicle Identification Number:

Vehicle License Number:

Vehicle Year:

Vehicle Color:

Insurance Company Name:

Policy Number:

Effective Date of Policy:

Parking Space: (#)

Decal (#)



National Parking Rules

Signature Details



STORAGE ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

Not Applicable

Storage

You agree to lease a [Storage Facility] the “Additional Space”, located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on [REDACTED] and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease.
2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:
 - No charge
 - One-Time Charge of \$ per year.
 - Ongoing Monthly Charge of \$**0.00**, due with the Rent and subject to all late fees or penalties outlined in the Lease.
3. You agree to pay a security deposit of \$. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.
4. You acknowledge receipt of the key to the Additional Space, for which you have paid a non-refundable fee in the amount of \$. You understand that there is a non-refundable replacement fee of \$ for this key if you should fail to return it upon vacating the Premises.
5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.
6. You agree that Management may enter the Additional Space pursuant to Section 18 of the Lease.
7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.
8. You agree to accept the Additional Space “as is”, and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.
9. You agree to indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space. You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you.



National Storage Addendum

Signature Details

	Signer	IP Address	Date Signed
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CONCESSION ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

With the expectation of full performance of the Lease in its entirety, Management is extending the Resident a concession totaling \$.

The concession has been/will be applied as described below:

Upfront Rental Concession of \$ to be taken in the month(s) of _____ = \$

Description:

New Lease Incentive of \$ given in the month of _____ = \$

Description:

Other: _____ = \$

***In the event of a violation, as outlined in the Lease, all concessions detailed above and received prior to such violation must be repaid in full.**



National Concession Addendum

Signature Details

	Signer	IP Address	Date Signed
1	Yu Fang Tseng Primary (12397513)	73.70.213.67	05/15/2024 06:16:31 PM

GUARANTY AGREEMENT ADDENDUM

Apartment Community: **Six11**

Landlord: **Ann Arbor 611 Properties KP6, LLC**

Resident: [REDACTED]

Guarantor(s): [REDACTED]

Lease Date: **05/15/2024**

The Resident named above desires to enter into a Lease with Landlord for certain Premises within the Apartment Community named above.

Landlord requires security in exchange for entering into a Lease. The Guarantor(s) named above are willing to give such security.

The Guarantor(s) and the Resident will be jointly and severally responsible for full payment and performance of all of the Resident's obligations under the Lease.

The Guarantor(s) and the Resident will be obligated to:

- Complete a rental application and qualify according to the standards of the Apartment Community and Management.
- Ensure prompt payment of Rent including all Additional Rent and other charges associated with the Lease.
- Ensure that all utility accounts associated with the Apartment are kept in good standing.
- Adhere to all conditions of the Lease and the Resident Handbook.
- Pay for any and all damages to the Apartment while Resident is in possession of the Apartment and/or obligated under the Lease.

If the Resident or the Guarantor(s) are in violation of the Lease or if the Lease is not fulfilled in its entirety,

- Both the Guarantor(s) and the Resident may be named in any and all court proceedings, and both will be subject to any judgments resulting from court proceedings.
- Both the Guarantor(s) and the Resident will be named on any accounts turned over to collection agencies.
- The Guarantor(s) and the Resident will agree to pay reasonable legal fees and costs associated with the enforcement of the Lease or this Guaranty Agreement and/or the collection of any and all monies due to Landlord.
- All remedies against the Resident will apply to the Guarantor(s) as well.

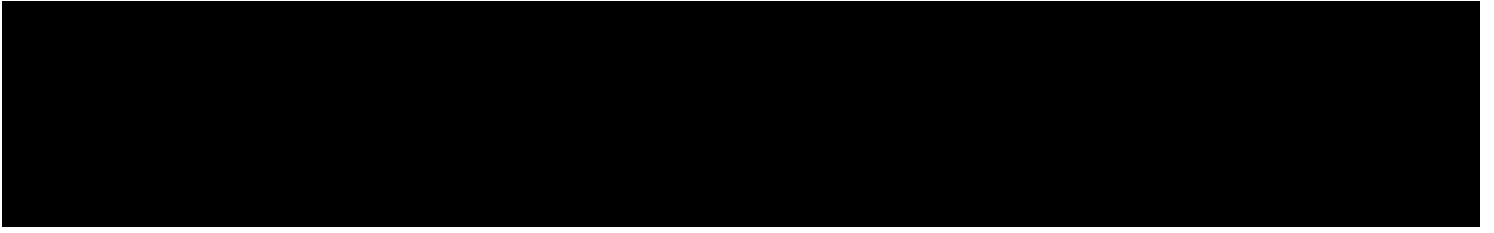
It is not necessary for the Guarantor(s) to sign the Lease itself or to be named in the Lease. The Guaranty Agreement or the Guarantor(s) does/do not have to be mentioned in the Lease.

This Guaranty Agreement applies to the Lease with the above Lease Date and will be valid and continuous through the Lease Term and any renewals of the Lease and any transfers to other apartments within the same Apartment Community. The Lease may be extended, renewed or modified and will be subject to and covered by this Guaranty Agreement without further notice, authorization or signature of the Guarantor(s). The liability of the Guarantor(s) under the Guaranty Agreement is unconditional and primary. Landlord may, at its option, proceed solely against all or any of the Guarantors without first commencing an action, exhausting any remedy, obtaining any judgment, or proceeding in any way against Resident or any other person or entity. Guarantor(s) waive the benefits of any right of discharge, if any, and any rights of sureties and guarantors under law. This Guaranty Agreement and its underlying obligations are not released, impaired, reduced or affected by the occurrence of any one or more of the following: (i) any assignment or sublease of the Premises; (ii) the insolvency, bankruptcy, disability, or death of the Resident; (iii) renewal, extension or modification of the Lease, either with or without notice to Guarantor(s); (iv) any delay, failure or refusal of landlord to take or prosecute any action for collection or enforcement of the Lease; or (v) Landlord's failure to notify Guarantor(s) of any assignment, sublease, renewal, extension, or modification of the Lease. This Guaranty Agreement shall be construed according to the laws of the State where the Community is located in the county where the Apartment Community is located. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR(S) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASE DON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO ANY OF THE PROVISIONS OF THIS GUARANTY AGREEMENT.**



National Guaranty Agreement

Signature Details



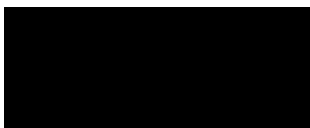
RESIDENT HANDBOOK ACKNOWLEDGEMENT

Apartment Community: **Six11**

Resident: [REDACTED]

I acknowledge the following:

- I have received a copy of the Resident Handbook or one has been made available to me via a link:
<https://medialibrarycf.entrata.com/2603/MLv3/2023/08/02/071959/64ca57ff7b03b768.pdf>
- I have read and agree to abide by all rules and policies contained in the Resident Handbook.
- These rules are subject to revision, pursuant to Section 13 of the Lease
- I am responsible for complying with, and ensuring that my guests comply with, all of the Resident Handbook.
- The Resident Handbook is considered to be part of the Lease.



National Resident Handbook Acknowledgement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PET ADDENDUM

Apartment Community: **Six11**

Resident ("I" or "Pet Owner"): [REDACTED]

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

I understand that my Apartment Community does not accept pets, and I will be subject to the penalties listed in the Resident Handbook if I am found to have a pet.

I have no pet at this time. If I acquire a pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges, complete a new Pet Agreement, and adhere to all pet policies established by Management now or in the future. I understand that if I am found to have an unregistered pet in my Apartment prior to completing any of the aforementioned steps, I am responsible for paying a \$450.00 pet fine, which is due in addition to all other deposits, fees and pet rent—failure to pay the fine within 10 days after written notice from Landlord or Manager is a default.

I do have a pet at this time. My pet's information is listed below. If I acquire a replacement pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges for an additional pet, complete a new Pet Agreement, and adhere to all pet policies established by Management now or in the future.

This apartment community participates in a program to reduce and eliminate un-scooped dog waste from communities around the country. All pets must be brought in to the office within 3 business days of move in or following the completion of this Pet Agreement to provide a cheek swab DNA sample which will be registered and stored in the program's database. Failure to register is a violation of this Lease and will result in a \$450 fine. A one-time fee in the amount of \$50.00 is due upon signing this Pet Agreement for the pet DNA sample which will be submitted and registered with the program.

Pet is a: Name: Breed: Weight: Color:

1. All pets must wear an identification tag at all times.
2. All pets must be licensed and inoculated in accordance with local law.
3. Pets must be on a leash when outside of the apartment and under Pet Owner's supervision at all times. Pet Owner must walk the pet in designated pet areas only and must immediately dispose of waste in a sanitary manner. If Pet Owner does not dispose of waste, a \$250 fee per incident will be charged to Pet Owner. This fee will increase in \$50 increments if subsequent incidents occur. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
4. Pet may not be tied up or left unattended on patios, balconies or any other areas outside of the Apartment.
5. Pet may not disturb other residents or damage or destroy our property. Pet Owner agrees to be financially responsible for repairing or replacing any damage caused by pet. If needed, the cost of carpet and/or vinyl replacement will be charged to Pet Owner. If a pet is disturbing other residents or pets or if pet damages property, Pet Owner will permanently remove pet from Apartment Community within 10 days upon request of Management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pet Owner agrees to assume full responsibility, financial and otherwise, for any injury caused by his/her pet to any person.
7. Pet may not exceed 65 pounds in weight at full maturity, unless otherwise agreed to in writing by Management. Consult Management for other restrictions.
8. 1 pet per resident with a maximum 2 pets (either cat or dog) will be allowed per Apartment. Cats, if male, must be neutered.



9. Periodic apartment inspections will be made to determine the condition of Pet Owner's Apartment, with regards to your pet
10. In the event that pet moves from the Apartment Community or becomes deceased, Pet Owner may not replace pet without consent from Management.
11. This Pet Agreement pertains only to the pet listed on this Pet Agreement, as approved by Management.
12. This Pet Agreement is valid only during the current Lease Term and can be discontinued at the Ending Date of the Lease if deemed necessary or desirable by Management.
13. Pet Owner agrees and understands that a \$0.00 pet fee is due upon signing this Pet Agreement. This pet fee does not cover damages, will not be applied toward any damages, and is non-refundable.
14. A refundable Pet Deposit of \$0 will be submitted by Pet Owner to Management. The Pet Deposit will be refunded after Pet Owner moves out or after the Ending Date of the Lease Term (whichever is later), if no damages to Pet Owner's apartment or the Apartment Community are assessed to the Pet Owner.
15. An additional Monthly Pet Rent in the amount of \$ will be assessed and paid by Pet Owner with Rent subject to the terms of Section 1 of the Lease. Pet Rent may be adjusted at the beginning of every Lease Term. Failure to pay Pet Rent timely is a default under the Lease.
16. Pet Owner's payment of the pet charges, the Pet Deposit and the Monthly Pet Rent shall not act to limit Pet Owner's liability under this Addendum.



National Pet Addendum

Signature Details



INFESTATION ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

PEST INFESTATION. Whether or not you experience a pest infestation in the Premises depends largely on you maintaining the Premises in a neat, clean and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly notify Landlord and Management of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand clothing, mattresses, linens and bedding items, luggage and furnishings in the Apartment, and to always maintain the Apartment in a clean and sanitary condition, so as to greatly avoid the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

- a. Timely Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Apartment or Apartment Community. You must follow all directions from us or our agents to clean and treat the apartment and building that infested. Follow-up treatments or inspections may be necessary.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Apartment, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if we ask you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. You may have to be relocated to another apartment, to another comparable facility, or to temporary reasonable housing.
- h. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Apartment, you cannot stop payment of or reduce Rent.

We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation, and you agree for yourself and all other parties to release and indemnify us in accordance with Section 15 of this Lease. In addition, you understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Infestation Addendum.



National Infestation Addendum

Signature Details



Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards

Apartment Community: **Six11**

Resident: [REDACTED]

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

- Known lead-based paint and/or lead-based hazards are present in the housing (explain).
- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

- Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Resident's Acknowledgment

Resident has received copies of all information listed above.

Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

Management's Acknowledgment

Management has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. Part 35, subpart A.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



National Lead Based Paint Addendum

Signature Details



ASBESTOS ADDENDUM

Apartment Community: **Six11**

Resident: [REDACTED]

1. **ASBESTOS.** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enhancement of federal laws which limit asbestos in certain construction materials.
2. **FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.
3. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floors, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in the owner's rules or community policies that are separately attached to this Lease. The foregoing prevails over other provisions of the Lease to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.



Asbestos Addendum

Signature Details

	Signer	IP Address	Date Signed
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MICHIGAN ADDENDUM – ANN ARBOR

(Updated 01/30/2017)
(Revised 09/25/2019)

Apartment Community: **Six11**

Resident: [REDACTED]

This is an addendum to the Lease and controls in the event of a conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

1. TRUTH IN RENTING. In accordance with MCLA 554.634:

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.

2. MEGAN'S LAW DISCLAIMER. We have not made any investigation or inquiry under the Megan's Law (Sex Offender Internet Registry Law), and you agree to make such inquiry or investigation as you deem necessary. By signing this addendum, you acknowledge that any information disclosed under the Megan's Law may not be used with respect to the provision of housing or accommodations. By the acceptance of this Lease, you release us and Management of any obligation or responsibility to obtain or to disclose such information to you. The Michigan State Police maintains a central statewide Public Sex Offender Registry (PSOR), which is available on the Internet at http://www.communitynotification.com/cap_main.php?office=55242/.

3. SECURITY DEPOSIT. We will use the Security Deposit only in a manner that is permitted under the Security Deposit Law (MCLA 554.616). No interest will be paid or accrued to you on the security deposit. You may not claim a credit against the Security Deposit for any rental obligations that accrue from time to time nor any rental obligations that shall accrue near and at the end of the Lease term.

NOTICE: You must notify us in writing within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise we will have no obligation to send to you an itemized list of damages and the penalties adherent to that damage.

4. TENANT UNDER APPREHENSION OF DANGER FROM DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING. 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.

5. RADON GAS DISCLOSURE. As required by law, we make the following disclosure:

RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN EVERY STATE. ADDITIONALLY, INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

6. VACATION OR ABANDONMENT OF THE PREMISES. If you remove substantially all of your property from the Premises, we may immediately enter and redecorate the Premises without abatement of rent; and our acts shall not affect your obligations under this Lease. If you abandon the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due and payable. If you vacate the Premises or otherwise abandon the Premises and leave any personal property either in the Premises or anywhere about the Common Areas or Apartment Community, then such property shall be deemed abandoned by you to be disposed of by us in our sole discretion.



7. **DEFAULT AND LANDLORD’S REMEDIES.** If you default on any obligations under this Lease or misrepresent any information in the application for this Lease, we may, on written notice to you, terminate the Lease and enter the Premises as permitted by law; you and any other occupants shall surrender the Premises to us by the date stated in the notice. If we terminate the Lease, we may recover our expenses for enforcing our rights under the Lease and applicable law, including court costs and attorneys’ fees, from you, as permitted by law; and rent for the rest of the term of the Lease shall immediately become due and payable.

8. **LIMITED CANCELLATION RIGHTS.**

(A) If you have occupied the Premises for more than thirteen (13) months you may terminate this lease upon sixty (60) days written notice to us, provided one of the following situations applies to you: (i) you have become eligible to take possession of a subsidized rental unit in senior citizen housing and are able to provide us with written proof thereof; or (ii) you have become incapable during of living independently, as certified to us by a physician in a notarized statement. Election to cancel under either subsection of this paragraph is limited to the individual to whom the foregoing applies, and the Lease, including joint and several liability, if any, continues in full force and effect for remaining tenants.

(B) If you execute this Lease while in military service, or you enter military service after this Lease has been executed, and thereafter you receive military orders for a permanent change of station or deployment for a period of not less than 90 days, you may terminate this Lease at any time after the date of such military orders.

9. **CITY OF ANN ARBOR TRUTH IN RENTING.**

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 own lawyer, legal aid society, or tenants union’s lawyer for their opinions.

10. **CITY OF ANN ARBOR PRIVACY ORDINANCE.**

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.

11. **CITY OF ANN ARBOR RIGHTS AND DUTIES OF TENANTS.**

City ordinance requires landlord to furnish to tenant prior to executing lease a copy of Rights and Duties of Tenants. Tenant’s signature acknowledges receipt of booklet.

12. **CITY OF ANN ARBOR UTILITY CHARGES 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.



13. CONFLICT WITH LAW. In the event of any conflict between the provisions of the Lease or this addendum and any applicable law, applicable law shall control.

ORDINANCE TO AMEND SECTION 8:530 OF CHAPTER 105 (HOUSING CODE) OF TITLE VIII OF THE CODE OF THE CITY OF ANN ARBOR

The City of Ann Arbor Ordains:

Section 1. That Section 8:530 of Chapter 105 of Title VIII of the Code of the City of Ann Arbor be amended to read as follows:

8:530. Entry to show premises and time for rental agreements.

- 1) Notwithstanding any other provisions of this chapter, a landlord of residential premises shall not:
 - (a) Enter the leased premises for the purpose of showing the premises to prospective tenants until 70 days of the current lease period has passed; or
 - (b) Enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 70 days of the current lease period has passed.
- 2) This section does not apply under any of the following conditions:
 - (a) The entry is for the purpose of subletting;
 - (b) The current lease period is less than 9 months in its entirety;
 - (c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of premises;
 - (d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.
- 3) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant a copy of this entire code section separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
 - a) If there is no written lease, then the landlord shall provide a copy of this entire code section, upon which is written the term of the current unwritten lease, to each tenant, until such time that this ordinance is incorporated into the "Rights and
- 4) Duties of Tenants" booklet.
- 5) A violation of this section shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute.

Section 2. That this Ordinance shall take effect on the tenth day following legal publication.



RIGHTS AND DUTIES OF TENANTS

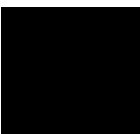
This booklet contains information about your rights and duties as a tenant in Ann Arbor. The booklet is divided into three sections. The white section is written by the City. The green section is written by tenant advocates. The blue section is written by landlord advocates.

Portions of the booklet are written by advocates because the people of the City believe that the tenant can obtain the most accurate and fair understanding of the rights and duties as tenants by an uncompromised and uncensored presentation of materials by advocates for often conflicting points of view. The landlord and tenant sections are both written or approved by attorneys.

THE THREE SECTIONS OF THIS BOOKLET ARE THE OPINIONS OF THEIR AUTHORS. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS AND DUTIES AS A TENANT, CONSULT YOUR OWN LAWYER, FREE LEGAL AID SOCIETY OR TENANTS' UNION LAWYER.



This booklet is distributed to tenants by their landlords as required by City Charter, sections 19.7 to 19.13. A landlord's failure to distribute this book as required by law shall be punishable by a fine up to \$500, but may not be punishable by jail.



This section is written by authors appointed by the City.

I INTRODUCTION

This booklet is designed to help you find Ann Arbor a better place in which to live. On the following pages you will find information about your rights and duties as a tenant (lessee) and suggestions on how to govern your relations with your lessor (landlord).

This booklet is written in three sections. This first section, on the white pages, has been written with the cooperation of three groups of authors - one group comprised of lawyers from the City Attorney's Office, one group chosen to represent the tenant's point of view, and one group chosen to represent the lessor's point of view. All three groups of authors have agreed that the information in this first section is accurate. HOWEVER, THE LESSOR AND TENANT ADVOCATE AUTHORS FEEL THAT THIS FIRST SECTION IS NOT COMPLETE AND HAVE ADDED INFORMATION IN THEIR SECTIONS TO GIVE YOU WHAT EACH GROUP THINKS IS A COMPLETE PICTURE OF YOUR RIGHTS AND DUTIES. THIS ADDITIONAL INFORMATION IS CONTAINED IN THE GREEN AND BLUE SECTIONS OF THIS BOOKLET.

There may be conflicts among the points of view presented in the advocate sections of this booklet. The purpose of the law which created this booklet was to allow you to see the differing points of view which exist.

Please remember that this booklet is only a general guide, rather than the final work, on legal matters. It is not intended as a substitute for competent legal counsel.

II YOUR RELATIONS WITH YOUR LESSOR

Mutual discussions of problems and questions between lessors and tenants will often be of great benefit to both parties. Fast and equitable solutions and answers are often possible. Generally, however, both lessors and tenants, when entering into discussions, should be well informed about their rights and duties.

When either party is ignorant of their rights or duties, unnecessary confusion and hostility from both sides can result. Once well informed, both parties can enter into discussion and negotiation optimistic that mutually satisfactory solutions can be found.

See the lessor and tenant advocate section of this booklet for further comment on this point.

III DISCRIMINATION AS TO RELIGION, RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, CONDITION OF PREGNANCY, MARITAL STATUS, PHYSICAL LIMITATIONS, SOURCE OF INCOME, FAMILY RESPONSIBILITIES, EDUCATIONAL ASSOCIATION OR SEXUAL ORIENTATION

No lessor may refuse to rent to you or to discriminate in your rental agreement or privileges because:



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- (1) Of your race, color, religion or national origin;
- (2) You are male or you are female;
- (3) Of the age of any member of your household;
- (4) You are pregnant;
- (5) You are single, unmarried, divorced or widowed;
- (6) Of physical limitations;
- (7) You get your income from welfare payments or any other legal source;
- (8) You are or might become a contributor to the support of persons in a dependent relationship;
- (9) You are a student or not a student;
- (10) You are heterosexual, homosexual or bisexual;
- (11) Of the race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical limitations, source of income, family responsibilities, educational association or sexual orientation of your relatives or associates.

Exceptions to the above rules are as follows:

- (1) A landlord can discriminate as to sex if renting an owner-occupied one or two-family dwelling, or a dwelling devoted entirely to members of one sex.
- (2) The owner of a housing project may legally restrict occupancy to persons over fifty-five (55) years of age or may restrict occupancy to handicapped persons.
- (3) A landlord may refuse to rent to an unemancipated minor.
- (4) A landlord may restrict occupancy based on age when such discrimination is *required* by law.
- (5) A religious organization or institution may restrict its housing facilities and accommodations which are operated as a direct part of its religious activities to persons of the denomination involved.

IV THE LEASE OR RENTAL AGREEMENT

Your lease can be written or oral. If the lease is for a specific period of more than a year, it must be in writing. A lease for a specific period of a year or less may be oral or in writing. Also, a lease for an indefinite period (usually month-to-month) can last for less than a year or for many years and may be oral or in writing.

Leases are contracts and, provided that their terms are enforceable, will create obligations on both the part of the tenant and the landlord. These obligations will include generally, on the part of the tenant, the obligation to pay rent when due and not unreasonably damage the dwelling and, on the part of the lessor obligation to provide a dwelling in good repair and in compliance with state and local housing codes.

Unless the lease contains a provision for rent increases, the landlord cannot increase the rent during the lease term. The rent may be increased for a month-to-month



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lease by notifying you of the increase at least one month before the next payment is due.

V UNENFORCEABLE LEASE CLAUSES

Some clauses contained in some leases are not enforceable. These clauses have no legal effect and are not binding even though you may have already signed the lease. A few such examples include the following:

- (1) Clauses which try to change any of the tenant's rights to legal remedies or the lessor's obligations (discussed in Sections VII, VIII and IX below) when the premises are not in reasonable repair or compliance with the state and local housing codes;
- (2) Clauses which try to change any of the tenant's rights under state law involving security deposits (discussed in Section XIV below);
- (3) Clauses claiming to excuse the lessor from liability to the tenant for damages caused by the lessor's negligence;
- (4) Clauses claiming to deny the tenant the right to trial by jury or certain other judicial procedures;
- (5) Clauses which claim that the tenant is liable for legal costs or attorney's fees incurred by the lessor in excess of the costs and fees specifically allowed by statute. (The State statutes only allow the winner of a lawsuit to collect small legal costs and attorney fees which rarely exceed a total of \$100 for a case going through trial.)

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

You may or may not have a right to a refund if you pay a deposit and decide not to move in. Consult the tenant and lessor advocate sections of this booklet for their views on your rights.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL

You have the right to a clean, sanitary dwelling before you move in, even if your lease says it does not have to be clean. Cleaning waivers are sometimes used when a tenant wants to move in early. Read the tenant and landlord advocate sections of this booklet for views on the validity of such a waiver and further information on this section.

B. YOUR RIGHT TO HAVE THE LESSOR REPAIR

Your lessor must also keep your dwelling in good repair. It must also be kept "up to Code" - in compliance with the Ann Arbor City and the Michigan State Housing Codes. Some general requirements of the City Code are listed in Section XVI.



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You may use this list as a reference or you may obtain a copy of the Ann Arbor Housing Code from the Department of Building and Safety, located on the sixth floor of City Hall.

C. THE CERTIFICATE OF COMPLIANCE

The lessor is also required by law to have a Certificate of Compliance with the Ann Arbor City Housing Code and you are entitled to see it on demand. If your lessor does not have a Certificate of Compliance or there are Code violations, you may be entitled to withhold your rent. Read the tenant and lessor advocate sections of this booklet for more information on this point.

VIII WITHHOLDING RENT

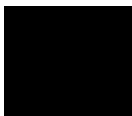
A. If the lessor fails to meet his or her obligations to the tenant, state law gives the tenant a right to withhold all or part of the rent under certain circumstances. The right to withhold all or part of rent may occur in the following situations:

- (1) If the lessor violates the terms of the lease agreement; or
- (2) If the lessor fails to maintain the premises in reasonable repair; or
- (3) If the lessor fails to comply with the State or City housing codes; or
- (4) If there is a total or partial constructive eviction. Such a constructive eviction occurs if the conduct or misconduct of the lessor makes all or part of the dwelling uninhabitable; or
- (5) If the lessor imposes a retaliatory rent increase. A retaliatory increase occurs when the landlord raises the rent because a tenant took an action which was legally the tenant's right - such as making a complaint concerning the condition of the premises. In this instance, only rent in excess of the original amount may be withheld.

Withholding rent may lead to legal action by the lessor to evict you. You may be able to use as a defense that you withheld rent for one of the above purposes and you may have counter-claims. If there is a suit for nonpayment of rent, you have the right, except in rare situations, to avoid eviction by payment of the rent. Consult the tenant and landlord advocate sections of this booklet for further information on withholding rent.

B. If you decide to withhold rent, the following procedures are strongly recommended by both the lessor and tenant advocate authors:

- (1) Make a list of everything that is wrong with your dwelling and of every violation of the lease by the lessor.
- (2) Send your lessor a letter, inserting your list described in paragraph (1) above, preferably by certified mail, stating that you are withholding rent because of the condition of your dwelling and/or violations of the lease by the lessor. Make a copy of the letter and keep all of the mail receipts.



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- (3) You may, at some future time, be required to pay some or all of the rents you have withheld. Accordingly, it is wise to set up a separate rent fund so that the money will be available when and if payment is required.

IX SUING THE LESSOR TO OBTAIN REPAIRS

Another way to obtain repairs is to sue the lessor. Read the landlord and tenant advocate sections of this booklet for information on this.

X THE TENANT'S RIGHT TO PRIVACY AND THE LESSOR'S LIMITED RIGHT TO ENTER

When you are a tenant, your dwelling is yours to have and peacefully enjoy. Your lessor does not have the right to enter your dwelling without your permission, in most cases.

It is courteous and makes sense to allow your lessor appointments at mutually convenient times under the following circumstances:

- (1) To do repairs;
- (2) To show the dwelling to prospective tenants;
- (3) To permit City inspectors to perform routine inspections or inspections pursuant to complaints regarding the dwelling.

The lessor may be liable for trespass in case of unlawful entry. The tenant may be liable for damages in case of unreasonably denying appointments to enter. If a City inspector is refused entry, he may obtain a search warrant to require you to permit an inspection.

See your advocate sections for further opinions about your important right to privacy and your lessor's limited right to enter.

XI EVICTION PROCEDURE

A. GROUNDS FOR EVICTION

If you have a lease for a specific period of time, neither you nor the lessor may cancel the lease without specific grounds. The lessor may only commence eviction proceedings against you for the following reasons:

- (1) You have not paid rent and are not legally withholding it; or
- (2) You have willfully or negligently caused a serious and continuing health hazard, or an extensive and continuing physical injury to the premises, and you refuse to correct the health hazard or physical injury within seven days after a notice to do so or leave; or
- (3) The lease period has expired; or



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- (4) You have violated a lease provision which is so important as to justify eviction.

YOU MAY HAVE DEFENSES TO SOME OR ALL OF THE GROUNDS FOR EVICTION WHETHER YOUR LEASE IS FOR A SPECIFIC PERIOD OF TIME OR A "MONTH-TO-MONTH" ORAL AGREEMENT. READ THE RESPECTIVE ADVOCATE SECTIONS.

B. ILLEGAL PROCEDURES

Unless you agree to turn over the premises to the lessor, he must follow the legal procedures described below to obtain possession of the dwelling. These procedures must be followed even if the lessor is legally entitled to evict you. If the lessor uses means other than the prescribed legal procedures, you may be entitled to sue the lessor for triple the amount of the damages you suffer. Such extra-legal procedures which will entitle you to damages include the following:

- (1) Using force to enter the premises or to forcefully remove a tenant;
- (2) Changing locks to prevent a tenant from re-entering the premises;
- (3) Disconnecting utility services to the premises;
- (4) Moving your possessions from the premises without your permission unless the lessor has won an eviction suit against you and has a court order or you have abandoned the premises.

C. NOTICES

Except in a case where a lease has expired, a lessor is obligated to serve upon you, either personally or by mail, a notice prior to starting an eviction suit. The following are the types of notices used:

- (1) A seven-day "Notice to Quit" (move) or pay the rent due.
- (2) A seven-day "Notice to Quit" (move) or repair serious defects caused by you or to cease serious health hazards caused by you.
- (3) A notice to "terminate the tenancy." This notice is used to terminate a written or oral lease for an unspecified period, such as a month-to-month lease. It must be served on you at least one rental period prior to the termination date mentioned in the notice. Such a notice may also be used to terminate a lease because of a violation of lease terms.

If you receive one of these notices and don't intend to comply with it, you should immediately seek legal assistance. Read your respective advocate section about your rights.

D. SUMMONS AND COMPLAINT

The summons and complaint are the documents by which a lessor begins suit against a tenant. The complaint states the reasons that the lessor feels entitled to evict you. The summons gives you the date when you must appear in court and file an answer. If you fail to appear on the date specified on the summons, a default



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judgment will be entered against you by the court. When you receive a summons and complaint, it is advisable to obtain legal assistance.

E. ANSWER TO COMPLAINT

The answer is the document the tenant files with the court to indicate either his agreement or disagreement with the claims made in the complaint. In addition, it is the document wherein the tenant asserts any rights the tenant has against the lessor, such as rights which may arise because of code violations, breaches of the lease or illegal remedies used by the lessor.

F. WRIT OF RESTITUTION

If the court determines that the lessor is entitled to evict you, the judge will order the issuance of a "writ of restitution." Such a writ is served by an authorized court officer who may forcefully remove you and your possessions from the dwelling. Normally there are ten days following the judgment before a writ may be issued.

If the eviction is for nonpayment of rent, the writ of restitution will not be issued for at least ten days following the judgment in favor of the lessor. During that ten day period, the tenant is entitled to reinstate the lease by payment of all past due rents and court costs and is also entitled to appeal the judgment.

G. PUBLIC HOUSING EVICTIONS

If you live in a dwelling leased from the Ann Arbor Housing Commission, you have a right to a hearing before eviction proceedings are started against you. To obtain such a hearing, you must request it after a notice to quit but prior to receipt of the summons and complaint.

XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT

As a tenant you have certain legal duties in the use and enjoyment of your dwelling. In addition, common sense applies in many cases where there may not be an actual "legal" duty.

A. LEGAL DUTIES

- (1) Pay rent on time unless lessor has violated some obligation to you which excuses some or all of the rent.
- (2) Do not store combustible liquids in your apartment in a dangerous manner.
- (3) Vacate the premises timely at the end of your lease.

B. COMMON SENSE ITEMS

- (1) Promptly report, in writing, if possible, any problems or needed repair.
- (2) Do not remove furniture or fixtures from the units, if it is not yours, without the lessor's written permission.



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- (3) Try not to make an unreasonable amount of noise which might disturb your neighbors.
- (4) Do not let water escape from tubs or lavatories.
- (5) Empty trash only into containers provided.
- (6) Park only in designated areas.
- (7) Do not use sharp instruments when defrosting refrigerator.
- (8) Avoid putting foreign materials in drains that will cause clogging.

XIII LEASE ASSIGNMENT AND SUBLETTING

In most cases, you can sublet your dwelling to another tenant, but you remain liable for the rent for the remainder of the lease if the subtenant fails to make rental payments. Also, you may be liable for damages caused by the subtenant. Accordingly, it is wise to sublet only to a reliable person. If the lessor is agreeable, it may be possible to have the subtenant enter into an agreement with the lessor whereby the subtenant is substituted for you for the remaining period of the lease. In such a case you would not be liable if the new tenant failed to make rental payments or caused damage.

Some leases say you cannot sublet without permission of the lessor but that the lessor's permission "cannot be unreasonably withheld." This clause is valid. Read your advocate sections for information on what is "reasonable."

Some leases say you cannot sublet at all or that the lessor can withhold permission (whether or not "reasonably") or charge a fee. Your advocate sections differ on the validity of such lease clauses.

If you do sublet, it is recommended that both tenant and subtenant read the lease, read the advocate sections of this book and attempt to obtain the lessor's written permission to sublet, if there is any restriction on subletting in the lease. Even if there is no restriction, it is common courtesy to inform the lessor when a new (sub)tenant moves in.

Also, in the interest of avoiding honest misunderstanding, it is recommended that a written agreement be signed between the tenant and subtenant. This agreement should provide for a security deposit and should include the address and commencement and expiration dates of the sublease, monthly rental and security deposit amounts, who will pay utilities and information as to how to contact the tenant and subtenant if they wish to be notified by the lessor in case any questions arise concerning the sublease. It is also recommended that the lessor be notified what forwarding address should be used for the return of the security deposit. If this agreement provides for a security deposit, the security deposit laws must be complied with.

Here are two ways for handling security deposits between tenants and subtenants:

- (1) Subtenant can pay a security deposit directly to the tenant and the subte-



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nant and tenant follow the same rules about security deposits as apply to lessors and tenants;
or

- (2) By arrangement with a willing lessor, the lessor may return the tenant's security deposit and receive and return the subtenant's security deposit directly.

XIV YOUR SECURITY DEPOSIT

Both the lessor and lessee have certain obligations regarding security deposits. Some are mentioned below. If you have trouble getting your security deposit back after you move out, contact legal help. The provisions below apply to all leases of residential dwellings.

- A. Your security deposit by legal definition includes any rent you pay in advance other than for the first month's rent. For example, your last month's rent paid in advance is considered part of your security deposit. This security deposit cannot exceed one and one-half month's rent.
- B. The lessor must give you an address where you can write to him about your security deposit within 14 days of the day you move in.
- C. When you move in, the lessor must also give you two blank copies of an inventory checklist. You must note the condition of the unit and return one copy of the checklist to the lessor within seven days.
- D. You must notify your lessor in writing within four days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocacy sections) of a forwarding address where you may be reached or where you may receive mail. If you fail to do this, the lessor is not obligated to give you an itemized list of damages claimed.
- E. Money may be deducted from your security deposit for the following reasons **only**:
 - (1) For actual damages to the unit which were the direct result of conduct not reasonably expected in the normal course of living there. Deductions cannot be made for normal wear and tear of the apartment.
 - (2) For unpaid rent.
 - (3) For unpaid utility bills.

YOU MAY HAVE DEFENSES. SEE YOUR ADVOCATE SECTIONS.

- F. Within 30 days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocate sections), the lessor must mail you a list of damages, the cost of repairs and the reasons why he intends to deduct money from your security deposit. He must send you a check for the amount he claims to which you are entitled.



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- G. If you have given your lessor the forwarding address required in paragraph D and your lessor does not send this information within 30 days after the termination of your occupancy, he must send you the entire deposit.
- H. If you do not agree with the damages claimed, you must notify your lessor by **mail** within seven days; otherwise, you forfeit the amount claimed.
- I. If you have properly notified your lessor of your forwarding address and properly objected to the damages claimed, the lessor must either:
 - (1) Return the balance of the security deposit to you; or
 - (2) Start suit against you within 45 days after the termination of your occupancy. (This is not required in most cases when the lessor is only claiming money for unpaid rent. See your respective advocate sections.) Or
 - (3) Agree with you in writing about the amount the landlord will retain and the amount he will return to you.
- J. If you do not properly notify your lessor of your forwarding address or you do not object to the damages claimed within the legal time limits, you may not have waived your rights to some or all of your security deposit. See your advocate sections.
- K. The lessor is not required to comply with the foregoing procedures in the case of a non-refundable cleaning fee.

XV LIABILITY FOR DAMAGES

Either party may be liable to the other for negligence or breach of contract causing personal injury or damage to property, in most cases, even if the lease says otherwise. Unauthorized alterations to the dwelling may make the tenant liable for damages.

Neither party is liable to the other for an "act of God" (such as lightning).

The lessor might possibly be liable for injury or burglary by a third person, but only if the lessor was negligent, as in not providing adequate locks or lighting, and the tenant was not negligent, as in leaving the door unlocked. Read your advocate sections for further information.

Normally, a lessor's insurance does not protect the tenant's property unless damage is caused by the lessor. It is recommended that the tenant obtain insurance to protect the tenant's property and to protect the tenant from damage claims for accidental injury to the property of others.



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XVI SOME EXAMPLES OF CITY CODE REQUIREMENTS THAT MAY APPLY TO YOUR DWELLING

A. MINIMUM SPACE AND FACILITIES

The total floor area of a dwelling (excluding bathrooms, storage areas, closets, corridors and laundry facilities) must be at least 225 square feet.

The total floor area of each dwelling (excluding the same areas as above) must be at least 150 square feet for the first occupant and 100 additional square feet for each additional occupant.

At least one common room in a dwelling must have a minimum floor area of 120-150 square feet, dependent on the number of bedrooms. Kitchens and dining areas, if provided as separate areas, shall have a minimum habitable area of 35 and 50 feet respectively. Bedrooms in a dwelling having two or more rooms must have a total floor area of at least 70 square feet when one person sleeps in that room or a minimum floor area of 50 square feet per person when more than one person sleeps in that room. Children under 12 must have at least 40 square feet of floor area per person when two or more sleep in the room.

Every habitable room in a dwelling (excluding bathrooms, closets, etc.) must have a ceiling height of at least seven feet.

In habitable basements, at least 80% of every room must have a minimum ceiling height of 6 feet 8 inches. In rooms with sloped ceilings, at least 50% of the room must have a ceiling height of 7 feet.

No dwelling which has two or more bedrooms may be arranged so that access to the bathroom for occupants of one bedroom may be had only by passing through another bedroom, nor can access to one bedroom be through a bathroom or other bedroom.

Food may not be prepared in any room used for sleeping purposes, except in efficiencies.

Efficiency apartments must have a minimum floor area of 150 square feet for one occupant. For each additional occupant an additional 100 square feet of floor space must be provided.

Kitchenettes in an efficiency apartment must be at least three feet by five feet in size and must be accessible from the living room.

A cellar (a room which is underground where the distance from the adjoining ground to the ceiling is less than the distance from the adjoining ground to the floor) may not be used as a habitable dwelling, although it may be used for recreational purposes.

B. EGRESS

All parts of multiple dwellings must have access to two separate means of egress. Both must be accessible to all occupants without passing through one to get to the other or passing through a private room or apartment.

Of the two means of egress mentioned, one may be a fire escape, if it is enclosed and maintained in a safe condition. The escape must be accessible to all occupants through a door or casement window at least either 27 inches wide X 47 inches high or 22 inches wide by 53 inches high (those exits serving only one unit may be 22 inches wide by 47 inches high). These doors or windows must open in the direction of egress.

Multiple dwellings with more than 15 rooms of sleeping accommodations for more than 30 persons must have all means of egress designated by electric EXIT signs with letters at least four inches in height.

The primary entrance of a dwelling must have exterior lighting. Dwellings with multiple entrances must have at least 2 entrances lighted.

Automatic entrance lighting is required for buildings with 4 or more units.



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Storage within five feet of gas or oil fired heating devices is prohibited.

Storage in exitways is prohibited.

There are minimum dimension requirements for exitways.

C. LIGHT AND VENTILATION

Every habitable room must have at least one window or skylight opening directly to the outdoors (mechanical ventilation may be substituted in bathrooms.)

Minimum total window area for every habitable room must be at least 8 percent of the floor area of such a room.

Total openable window area must be at least 50 percent of the minimum allowable window area.

In kitchens, the window space requirements may be reduced or waived if there is adequate artificial lighting.

Every habitable room must have one window or skylight which can be easily opened or other device capable of ventilating the room.

Window and outside door screens must be installed by the owner to permit adequate ventilation. These screens must be installed by the owner by May 1 and may not be removed prior to September 30. All basement windows must be screened, if required for ventilation.

D. ELECTRICAL SERVICE

Every habitable room in a dwelling must contain at least two separate electrical outlets, spaced for convenience, and one switched light fixture or switched outlet.

Rooms not considered habitable (bathroom, laundry rooms, etc.) must be provided with fixtures to provide sufficient light.

Bathrooms must be provided, in most cases, with one convenience outlet, and rooms not provided with ceiling light fixtures must be provided with at least one convenience outlet or side wall lighting outlet controlled by a wall switch.

Electrical cords may not be allowed to run under rugs, through doorways, stapled to wooden baseboards or door casings or through holes in partitions or floors. Cords up to 6 feet long are allowed if they are the proper size for the devices they serve.

Wiring and fusing must be maintained in safe conditions at all times.

Smoke detectors or an automatic fire alarms system must be provided.

E. HEATING AND INSULATION

Heating facilities must be adequately installed and properly maintained at all times.

Facilities must be capable of heating all habitable rooms, including bathrooms, to 68 degrees F. when the temperature outdoors is as low as 10 degrees below zero.

When owners use temporary heating devices to maintain the required temperature, they must pay a prorated share of the heating bill.

Heating units in multiple dwellings must be separately enclosed.



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Windows and cracks must be caulked. Unheated attics or top stories must be insulated to R-19 if insulated before 1985 and R-30 if insulated later. These winterization requirements do not apply in several instances, one of which is if the landlord pays all the heating bills without charge to the tenants.

F. PLUMBING

Every plumbing fixture must be properly installed and in good working condition.

Every dwelling must have a working kitchen sink equipped with sufficient hot and cold water.

All dwellings must be provided with a bathroom within the dwelling which contains a flush toilet, a sink and a bathtub or shower in good condition. The sink or shower may be outside the bathroom but must be adjacent to it.

Sinks and bathtubs or showers must be equipped with hot and cold water.

In rooming houses, there must be at least one bathroom for each eight persons. The facility must be accessible from a common hall or corridor.

Water heating facilities must be properly installed and maintained in good working condition.

Water heating facilities must be capable of providing enough water heated to 110 degrees to provide for all sinks, tubs and showers.

G. SANITATION

No dwelling is to be occupied by new tenants unless it is clean, sanitary and fit for human occupancy.

The owner of the premises is responsible for maintaining those premises in a clean condition, except for that portion of the premises which the occupant controls.

The occupant must dispose of trash or garbage in covered containers. These containers must be provided by the owner and should be sufficient to provide accommodations for two weeks of accumulation. Garbage chutes are prohibited.

All facilities required by law must function safely and must be kept in good repair. Facilities, equipment and utilities cannot be stopped or discontinued when the dwelling is occupied except for temporary repairs or during temporary emergencies.

All parts of the dwelling, including heating, lighting, ventilation and plumbing, must be kept in good repair by the owner.

H. GENERAL MAINTENANCE

Foundations, floors, ceilings, walls and roofs must be reasonably weather-tight and rodent proof, capable of affording privacy and in good repair.

Roofs must not leak and rain water must have some sanitary means of drainage.

Exterior wood surfaces must be kept from deterioration by paint or other protective treatment.

Windows and doors must always be reasonably weather-tight and rodent proof and in good working condition and repair.

Stairs, porches and all other attached features must be kept in sound condition.

I. SECURITY

All exterior windows and doors must have locking devices. Double hung windows accessible from ground level must have pin or vent locks.

Sliding windows and doors must have a rod that can be used to prevent them from being opened.



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All swinging doors accessible from the outside must have a one inch deadbolt.

Every principal entrance door must have a window, side light or wide angle peephole viewer.

The above is a partial list of code requirements. They are subject to change or variance. See your advocate section.

XVII HELPFUL NUMBERS IN ALPHABETICAL ORDER

Ann Arbor Building Department 100 North Fifth Avenue	994-2678 (Housing Bureau)
Ann Arbor Housing Commission 727 Miller Avenue	994-2828
Ann Arbor Human Rights Office 100 North Fifth Avenue	994-2762
Ann Arbor Tenants Union	763-6876
Legal Services of Southeastern Michigan 420 North Fourth Avenue	665-6181
Michigan Bar Referral Service	1-800-968-0738
Student Legal Services 530 S. State	763-9920
University of Michigan Clinical Law Program 801 Monroe Street	763-4319
University of Michigan Off-Campus Housing and Dispute Resolution Services	763-4105



State Addendum - Michigan - Ann Arbor

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AUDIO/VIDEO/PHOTO WAIVER RELEASE AGREEMENT

Apartment Community: **Six11**

Resident: [REDACTED]

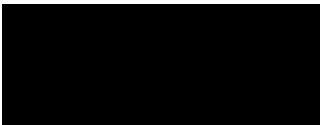
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