

RENTAL LEASE AGREEMENT

414 Huntington Place, Ann Arbor, MI 48104 Phone:(734) 327 0529 Fax: 327 5929

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2010

1.This agreement is made: 11/25/08 between: Zaki Alawi at 414 Huntington Place Ann Arbor 48104 Landlord)& _____ (Tenants)

2 Term: Landlord shall rent to Tenant the dwelling known as: XXX Church St. Occupancy starts 5pm on 9/1/09& ends noon 8/20/10. Premises have 5 bedrooms + study & was built before 1978. Tenant shall not move in until all payments due Landlord are paid. Tenant shall not occupy Premises after Lease End Date without Landlord’s written OK.

3 Rent, payments and fees: Tenant shall pay Landlord the Total Sum of \$39600.00 in rent. It’s divided into: 12 monthly rent payments of \$3300 starting 9/1/09. Each monthly rent payment is due in Landlords office by 3pm on 1st of each month until Total Sum is paid. Payment Date is the date money or check is received. Monthly rent payments shall each be made with 1 check in full. However if multiple rent checks are given to Landlord, each check shall include \$5 in additional rent. **Late Fees = \$30/tenant if rent/deposit isn’t paid in full by Due Date** (3 pm of the 1st of each month). **Additional Late Fee of 5% of rent still due and unpaid on 15th of month.** Landlord shall apply payment to oldest charge due. Checks are conditional payment; if incorrectly written or if bank denies payment for any reason, then rent is unpaid & subject to late fees.

NSF and other fees: Tenant shall pay Landlord the following fees which are additional rent (may be charged after move-out): Lock-Out Fee (within working hours) \$70, (after hours) \$90. NSF or if bank return check for any reason: fee \$35 plus a late fee. Clogged/jammed disposal due to tenants misuse \$65.

Keys: If tenants at any time lose/misplace a key, tenants agree to pay a fee of \$45 per room key lost/not returned and \$45 per outside door lock where one or more keys is lost/not returned. This \$45 covers Landlord’s cost of rekeying /mastering the lock. Then there will be a \$5 charge per key lost or key replaced due to the re-keying process.

4 Security Deposit Tenant agrees to pay Landlord a total of \$4950. \$4350 of it is for security deposit. The rest of \$600.00 is a non refundable cleaning fee. Tenant shall not use deposit as rent payment. All the security deposit and cleaning fee are due by 12/14/08. The deposit is kept at Ann Arbor Commerce Bank. Ann Arbor, MI48104. The Landlord agree to return this money, minus any deductions itemized in writing, within 30 days after tenant moves out, provided tenant gives the landlord a forwarding address, in writing within 4 days after tenant moves out.

At move in landlord will have the following cleaning completed and verified with the tenants before giving possession of the premises: all floors (including under furniture) are vacuumed including baseboards, air vents and window sills. Basement emptied and vacuumed. All cabinets empty and surfaces wiped with Windex. Fridge cleaned spotless. Stove, oven, dishwasher and counters cleaned. Sinks, showers, tubs and toilets are cleaned and free from body oil stains. Kitchen and bath floors washed. Carpet shampooed where applicable. Landlord cleaning does not include the following: wall wash, window glass cleaning or blinds cleaning.

At move out and on the last day of occupancy the landlord and the tenants shall do a final walk through the premises by at least one tenant and the landlord. Move out conditions are identified and compared with the move in condition list. Change of conditions/damages is identified based on the written record of the move in and not on any individual’s memory. Landlord shall give tenants an approximate estimate of repairs. At this point tenants shall return all keys and provide their future addresses for the return of the security deposit. Keys returned after the final walk through appointment are considered lost and need not be returned. List of charges to the security deposit may not be completed until the final check of refunded security deposit is mailed out. It may include unpaid rent, late rent fees, unpaid utility bills... etc. The Tenants security deposit agent for receiving security deposit back and distributing it to tenants is the tenant who does the final walk through with the landlord. If any other tenant objects to such arrangement, such tenant shall do that in writing and by regular mail to the landlord and the landlord shall work out an alternative arrangement for the return of the security deposit.

PURSUANT TO THE MICHIGAN SECURITY DEPOSIT ACT, YOU MUST NOTIFY LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER MOVING OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

5 Occupancy No more than 6 persons may occupy premises at 1 time. If more people sign lease than are allowed to occupy premises, this does NOT condone over-occupancy. Tenant shall comply with Law & Lease regarding occupancy. Occupancy is limited to Tenants, dependents & valid Subtenants. Despite this lease s’ non approval of occupants beyond the number stated in bold above, for any additional occupants, Landlord shall charge tenants \$100.00/additional occupant/month in additional rent until over occupancy practice is eliminated by the violating tenants.

Smoking is strictly prohibited inside the house/Apt.

6 Utilities & City ordinance violation tickets: Landlord shall pay for: none. Tenants pay 6/9 share of water, electricity and gas bills of the house. If landlord pays a utility bill which was Tenant’s responsibility, such as an unpaid water bill, or a trash ticket, a surcharge of \$30 will be added to the bill. For all City ordinance violation (ie littering or noise) tickets, and after tenant’s admission of responsibility, landlord shall pay the fine and tenant agrees to reimburse landlord for the fine plus \$30. Final water bill of the unit must be paid by tenants within 20 days of lease end date; otherwise landlord shall pay the bill himself.

7 Parking: in driveway west of the house (conditional upon proof of ownership of all parked cars in name of tenant or own parents) are parking spaces included for the tenants with this unit. The allocation of this number of parking spaces to the tenants is subject and contingent upon proof of registration of the parked car in the name of the tenant or in the name of one of his/her parents. Tenant+ Guests shall not: park/drive on lawn or block shared driveway. Without notice, Landlord may (but isn’t required to) tow violators.

8 Pets No pet is allowed on premises. Pets aren’t allowed on premises without written agreement, **even temporarily**. Tenant+Guest shall never allow or feed/attract any pet on premises, even for a short period of time (few hours for example): **otherwise Tenant shall pay \$150 additional rent**

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for each month this event occurs (not pro-rated) & shall also pay for associated cleaning/extermination & damage. This doesn't prohibit animals in other units in same bldg.

7 Renewal Landlord may lease premises at any time (after 70 days of the starting date of the lease) to subsequent renter without notice. Renewal options must be in writing. If a resident under the prior lease of premises remains under this lease & if occupancy is continuous for consecutive terms, then the move-in inventory checklist for the prior lease shall apply to this lease.

9 Maintenance & Repairs: Tenant shall use Premises so as to preserve condition/value & shall: **Be responsible for moving the house trash cans to the street curbside for city collection, for 8 out of 12 months of the lease period. Tenants are responsible for picking up all blown around or accumulated trash around the house for these months and on a weekly basis. If tenants fail to do so, Landlord will do the removal of trash**

charging \$30 per applicable week in additional rent. **Cleaning:** Use only mild detergents on paint (no 409 or ammonia products). Use water only for cleaning hardwood floors. (No Murphy oil soap or any other detergents). **Heating:** Set thermostat at no less than 60F (so pipes don't freeze & burst) if temperately out of the premises for a day or more. **Plumbing:** Report leaky toilets/faucets to Landlord. **Tenants shall not flush away Feminine hygiene products, paper towel, dental floss, Q tips, etc. in the toilet. Only toilet paper is disposable in toilet bowls.** When Tenant requests M&R, Landlord has Tenant's permission to enter even if no one is home, unless Tenant states otherwise. Landlord shall not be liable for problems which are handled promptly or are caused by Tenant action/inaction. Landlord has right to do any necessary maintenance/replacement without any rent abatement so long as habitable rooms remain usable (e.g., replace roof, fix/replace foundation, paint exterior/interior, etc.).

Scheduling: Landlord has right to schedule M&R during working hours (8am-5pm, Mon-Sat) with Proper Notice. Occasionally M&R must occur outside working hours & Tenant+Guest shall cooperate. No scheduling is needed for work to exterior & common areas. Landlord shall be able to do M&R if tenant is present or not.

Tenant Default: If tenant doesn't make timely payments required before moving-in then Landlord may deem this cancellation by Tenant, allowing Landlord to terminate Lease upon notice to Tenant.

11 Subleasing: Tenant shall not sublet or assign his/her interest in the agreement without first obtaining the written consent of the Landlord. Consent shall not unreasonably be withheld. Any change of possession without Landlord's written consent shall be a trespass subject to immediate ouster.

CONDITION FOR CONSENT: 1) Prospective sub-tenant must have good neutral rental reference (e.g. previous landlord). 2) Landlord shall have personal interview with prospective sub-tenant in person or by phone. 3) Tenant is required to collect 1 month security deposit from their sub-tenants. The Landlord will help with subletting in every way possible including providing sublease forms if tenant requests.

12 Joint & several obligations Each tenant & co-signer on lease is jointly & severally liable to landlord for the total rent, damages & other charges. If one Tenant/Subtenant fails to pay, each & every tenant & co-signer may be held liable by landlord for the total amount due.

13 Furniture Premises are furnished unless noted otherwise: Whether furnished or not, tenant shall supply: shower curtains, rugs, vacuum cleaners, etc. Landlord only initially supplies bulbs, batteries & fuses; which Tenant shall replace at his own cost as needed. If Premises are furnished, then Landlord provides: (desk, bed, and dresser)/ tenant, 1 couch and coffee table & dining table and chairs. Landlord needn't supply more furniture than needed for the max number of allowed occupants. If tenant required furniture as offered above and did not use it, Landlord shall remove pieces of furniture at a cost of \$20/piece (i.e. \$60/bed, \$20/deskEtc.) **Tenants may not store Landlords' furniture outside, at a porch or in the house basement. Furniture stored in such manner will be considered damaged and tenants shall bear the cost of its replacement. Tenant may not use landlords furniture but for the exact intended purpose for it (i.e. a desk may not be used as side table or TV table in a living room, a dresser may not be used as a TV table, indoor furniture may not be used outdoors).** **Furniture Specs:** It needn't be new, but shall be clean & functional.

Minor nicks or decorating shortcomings are OK. **Furniture Use:** Tenants shall arrange furniture themselves (not Landlord). Tenant shall give Landlord proof of \$100,000 waterbed insurance before using one.

14 Withholding Landlord needn't reimburse Tenant for work done by anyone hired by Tenant without Landlord's prior written OK. Tenant shall try to resolve all problems with Landlord before withholding payment.

15 Quiet enjoyment and conduct Tenant +Guest shall respect others' rights to quiet enjoyment, especially 10 pm through 8 am. Landlord & Tenant shall both reasonably try to maintain peace +quiet in Premises, but tenant understands Landlord's limited ability to control behavior of others. Fire escapes & roof are for emergencies only. Tenant shall pay \$100 in additional rent per each occurrence of furniture/equipment/person on roof to compensate Landlord for increased wear +tear, & shall additionally compensate Landlord for any associated damage.

16 Tenant liability Improper conduct (poor housekeeping, poor cleaning, interference with Landlord's showings, etc.) can hinder leasing Premises for the next term. This can cause property to have vacancies or lower rent (especially campus properties which must be leased far in advance to get full rent). Tenant shall compensate Landlord for this income loss if related to Tenant conduct. If there is improper conduct & Tenant doesn't correct it after 1st notification, then Landlord may hire a cleaning contractor to clean the premises and tenant agree to pay the cost of the work.

17 Holdover tenancy: Moving out on-time is important. Tenant shall vacate Premises & remove all belongings by Lease End date; **otherwise, Tenant shall pay Landlord double Pro-rated rent for each day held over.** If Tenant holdover delays move-in of new tenants, this could cause loss of new tenants, resulting in vacancy. Tenant shall be responsible for Landlord's costs & losses associated with this vacancy. Any agreement for Tenant or his property to remain after Lease end must be in writing. **No exceptions and No verbal agreements!**

18 Storage: Stuff stored in common areas or left after move-out is deemed abandoned by Tenant & may be discarded without compensation/notice.

19 Decorating and Improvements: Tenant shall observe the following: no painting or wallpapering, no loft beds attached to building or "stuck" inside it. If Tenant makes unapproved changes, then Tenant shall pay Landlord for all costs of restoring Premises to prior condition.

20 ENTRY & PROPER NOTICE Landlord shall knock/ring doorbell first & may enter only after: Proper Notice, in emergencies or with resident permission. Proper Notice is: notifying resident a day in advance of time of proposed entry. Notice may be verbal, by mail or note posted on door. Landlord may enter at this time if Tenant doesn't notify Landlord of objections to this entry; otherwise, Tenant shall arrange another time with Landlord. If any resident gives permission to enter, this shall be authorization by all residents.

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21 Allergies: If Tenant has allergies, then Tenant shall determine that Premises are irritant free before signing Lease. Tenant shall notify Landlord of any allergy concerns regarding premises before signing this lease. Inspection for Hazard: To assess risk or inspect Premises for potential hazards, Tenant may request an opportunity to inspect Premises prior to signing Lease.

22 Complete Agreement: This written Lease is the complete agreement between Landlord & Tenant. If any person tells Tenant anything that contradicts Lease, then Tenant shall immediately notify Landlord in writing. This Lease replaces all other agreements between Landlord & Tenant regarding tenancy & Premises. Landlord makes no unwritten promises/warranties/agreements about: service, Lease provisions, occupancy, move in or move out dates, improvements, condition/configuration of Premises.

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

STATE OF MICHIGAN TRUTH IN RENTING 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.

City of Ann Arbor Rights and Duties Notice. **City ordinance requires Landlord to furnish to Tenant/s prior to executing lease a copy of Rights and Duties of Tenants. Tenant/s signatures acknowledges proof of receipt of this booklet.**

ANN ARBOR PRIVACY ORDINANCE. NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HIS/HER 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 AVENUE.

City of Ann Arbor Truth in Renting Notice. Some things your Landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your lawyer, legal aid society, or tenant's union lawyer for their opinions.

30 SIGNATURES BELOW INDICATE THAT: Tenant & Co-signer admit to carefully reading Lease & all attachments, which have been adequately explained by Landlord. Tenants are relying completely upon this lease, not upon any erroneous or conflicting information provided by Landlord/Reps during showings or negotiations.

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RENTAL LEASE AGREEMENT

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LANDLORD: _____

| | Please Print name clearly | Sign | Date | Cell phone# | Email |
|------------|---------------------------|-------|-------|-------------|-------|
| TENANT: 1) | ----- | ----- | ----- | ----- | ----- |
| 2) | ----- | ----- | ----- | ----- | ----- |
| 3) | ----- | ----- | ----- | ----- | ----- |
| 4) | ----- | ----- | ----- | ----- | ----- |
| 5) | ----- | ----- | ----- | ----- | ----- |
| 6) | ----- | ----- | ----- | ----- | ----- |

Cosigner/s:

Furniture requested: Double Bed----- Desk----- Dresser----- Couch----- Coffee table-----
 Single bed----- Dinning Table and chairs-----

Security Deposit Payment Date By Still owing
