**APARTMENT LEASE**

**[78 West Ferry]**

THIS LEASE is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_by and between the undersigned Lessor (“Landlord”) 78 West Ferry LLC, a Michigan limited liability company, whose address (for receipt of communications under the Landlord and Tenant Relationships Act (the “Act”) is 100 West Ferry Street, Suite 1, Detroit, Michigan 48202, and the Lessee (“Tenant”) whose name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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and whose permanent address is at the end of this Lease.

 **NOTICE: Michigan** **law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this Lease you may want to seek assistance from a lawyer or other qualified person.**

Wherein the parties, in consideration of the mutual undertakings set forth herein, agree as follows:

1. Landlord does hereby let and rent to Tenant the following premises:

 78 West Ferry Apt. **#\_\_\_\_\_\_**Detroit, MI 48202.

2. The term of the Lease (the “Term”) will begin on  **20** \_\_\_ and end on **20** . If the premises are not ready on the date this Lease commences, the sole damage for which Landlord will be liable to Tenant is the abatement of Tenant’s prorated rent from the date the Lease commences to the date the premises are ready for occupancy, which date is at Landlord’s exclusive determination.

**TENANT AGREES AS FOLLOWS:**

3. The rent will be paid by Tenant to Landlord, at Landlord’s address designated above, or another address designated by Landlord, in monthly payments of $ payable in advance and without demand to the Landlord on or before the 1st day of each month of the term, except that the Prorated First Months’ Rent will be paid at the time Tenant signs this Lease. The prorated rental from the date of move-in to the first day of the following month is $ (the “Prorated First Months’ Rent”). Landlord shall not be obligated to provide possession of the Premises to Tenant until the Prorated First Months’ Rent and the security deposit are paid in full. All monies are to be paid to the Landlord by money order(s) or check, only. If rental is not paid in full by the 5th day of the month, Tenant agrees to pay a delinquency charge per the following schedule:

 Paid between the 6th and 10th $50.00

 Paid between the 11th and 17th $60.00

 Paid between the 18th and 31st $70.00

The aforesaid delinquency charge shall be payable with the regular monthly payment as additional rent and failure to do so will be considered as nonpayment of rent. In the event it becomes necessary for the Landlord to institute legal proceedings against Tenant for nonpayment of rent, or for the violation of any term or condition of this Lease, Landlord may assess as additional rent all reasonable legal expenses and court costs incurred in instituting legal proceedings as provided by law. **Rent payments will be applied first to arrearages, next to additional charges, next to late fees, and then to current rent.** Restrictive endorsements on a check or statement in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

If we find it necessary to file with the Landlord/Tenant Court, the Tenant is immediately responsible for that cost. Additional court costs will be assessed as the case progresses. When a Tenant receives Notice from the court, it is known the Landlord has already paid the initial costs for which the tenant is responsible.

If any check issued by Tenant to Landlord for payments due hereunder is returned without payment for any reason whatsoever, except Landlord’s fault, Tenant shall pay Landlord as provided by law a charge of $25.00 for each time said check is returned, which sum shall be considered as additional rent hereunder, and shall be paid by Tenant to Landlord immediately upon demand. This is in addition to standard late fees. Once a check is returned NSF, no further personal checks will be accepted. The building manager is not allowed to take cash payments. Please pay all monies due by check or money order only.

**Premature Termination By The Tenant.**  If Tenant desires to vacate the premises prior to the expiration of the term, Tenant shall provide written notice to Landlord (the “Early Termination Notice”) of Tenant’s intent to vacate at least sixty (60) days in advance of the date that Tenant will vacate the premises (the date that Tenant intends to vacate the premises being referred to herein as the “Early Termination Date”). If the Early Termination Date occurs in the months of April, May, June, July, August, September, or October, in consideration for Tenant’s early termination of the lease term, Tenant shall pay to Landlord an early termination fee in the amount of three (3) months’ rent, which fee shall accompany the Early Termination Notice. If the Early Termination Date occurs in the months of November, December, January, February, or March, in consideration for Tenant’s early termination of the lease term, Tenant shall pay to Landlord an early termination fee in the amount of four (4) months’ rent, which fee shall accompany the Early Termination Notice. Tenant understands that its premature termination of the term will cause Landlord to incur costs, which include, but are not limited to, the time and expense in finding and renting to a new tenant, employee costs, advertising, marketing, and other expenses, which costs are higher between the months of November and March due to the increased difficulty with re-renting the premises. The exact amount of these costs vary and are difficult to determine. Tenant has evaluated and understands that the early termination fee is a reasonable estimate of Landlord’s re-renting costs. Tenant also acknowledges and agrees that the early termination fee is not a penalty and does not relieve Tenant of his or her obligations under the Lease, including without limitation Tenant’s obligation to continue to pay rent, through the Early Termination Date.

**Utilities**. Tenant will pay all charges made against the leased premises as they become due. Tenant will pay for electricity and gas cooking. Landlord will pay for heat, water, trash and sewage. Landlord reserves the right to prorate the common utilities supplied to the building on a per unit basis.

4. **Occupancy of the Premises**. Tenant shall occupy and use the premises only as a private residence. Tenant will continuously occupy the premises during the term and will not abandon the premises (among other circumstances, Tenant shall have abandoned the premises if they are left unoccupied for fifteen (15) or more consecutive days). Only Tenant shall occupy the premises. Tenant constitutes \_\_\_\_\_ person(s). No other person shall occupy the premises for more than seven (7) days without the written consent of the Landlord. As a courtesy, we request Tenant to notify the management in advance if a guest will be staying more than one night. If Landlord determines that persons other than Tenant reside or frequently visit the Premises, Tenant shall be responsible for an additional rental charge of One Hundred and 00/100 Dollars ($100.00) per month for the Term and shall deemed to be in breach of this Lease. Landlord reserves the right to approve or deny any additional parties attempting to be listed on the rental application or this Lease. Violation of any of the above provisions shall be a breach of the Lease and shall entitle Landlord to exercise its remedies for breach hereunder. It is understood and agreed that a single violation of any provision shall be deemed a material violation of this Lease and shall entitle Landlord to exercise its remedies for breach hereunder.

5. **Assignment/Sublease.** Tenant shall not sublet any portion of the premises, nor assign this Lease without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion. If a Tenant finds it necessary to leave before the expiration of this Lease:

 A. The Tenant may recommend another tenant to Landlord.

 B. If the recommended tenant:

 1. Fills out an application;

 2. Signs a new one (1) year lease for the premises;

 3. Is approved by Landlord;

 4. Takes immediate occupancy; and

 5. Pays the security deposit,

 the Landlord will agree to refund the leaving Tenant(s) security deposit dependent upon satisfactions of the conditions of Paragraph #6.

6. **Security Deposit.** Contemporaneously with the execution of this Lease, Tenant shall deposit the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) with Landlord, as a security deposit for the faithful performance of all covenants, conditions, and agreements of this Lease. Tenant is liable for any balances remaining unpaid after Landlord applies the security deposit to any damages suffered by Landlord due to Tenant’s breach of any covenant, condition, or agreement of this Lease. Landlord shall not be obligated to keep the security deposit in a separate fund, but may co-mingle the same with its own funds. Landlord’s right to possession of the Premises for nonpayment of rent or for any other reason shall not in any event be affected by the fact that Landlord holds this security deposit.

 **Tenant must give 60 days written notice if Tenant intends to move at the expiration of this Lease.**

 The Tenant may not apply the security deposit to the last month’s rent.

 Your security deposit will be held in the following regulated financial institution:

 Comerica Bank

 3663 Woodward Avenue

 Detroit, MI 48201

**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

7. **Governmental Regulations.** Tenant will comply with all police, sanitary and other regulations of any governmental authority pertaining to the use of the premises and will observe all reasonable requirements of insurance underwriters to reduce fire hazards and insurance rates.

1. Tenant, occupants, guests, family members, or other persons related to or affiliated in any way with the Tenant shall not engage in any unlawful activity and/or behavior that threatens or causes the loss of quiet enjoyment of other tenants and/or any activities which will increase Landlord’s insurance rates.
2. Tenant agrees that neither Tenant, nor a member of Tenant’s household, nor any person under Tenant’s control, will unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the premises.
3. Neither Tenant, nor any member of Tenant’s household, nor a guest or other person under Tenant’s control shall engage in any act intended to facilitate criminal activities, including, but not limited to, drug-related criminal activity, acts of violence, the unlawful discharge of firearms on or about the premises or the building of which the premises are a part, or any act of violence that damages or destroys the premises or disturbs or injures other residents or anyone else in or about the building of which the premises are a part. “Drug related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
4. Violation of any of the above provisions shall be a breach of the Lease and shall entitle Landlord to exercise its remedies for breach hereunder. It is understood and agreed that a single violation of any provision shall be deemed a material violation of this Lease and shall entitle Landlord to exercise its remedies for breach hereunder.
5. Unless otherwise provided by law, proof of violation of the foregoing shall not require criminal conviction.

8. **House Rules.** Tenant shall comply with the house rules in effect during the lease term, including, but not limited to those attached here as **Exhibit A** and incorporated herein by reference. Tenant’s failure to comply with the house rules shall constitute a default hereunder.

9. **Water Temperature**. Tenant is advised that to prevent scalding when using the hot water for showering, bathing, or any other purpose, it may be necessary to mix cold water to the flow of water from the faucet.

10. **Care of Premises**. Tenant agrees that it has inspected the premises, and that, to the extent permitted by law, Tenant acknowledges and agrees that Tenant is leasing the premises and accepting the same in its “as is, where is” condition, without representation or warranty on the part of Landlord whatsoever. Tenant shall, at its expense, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, shall allow no waste of the premises or any utilities, and shall surrender the premises at termination of lease in as good condition as received, normal wear and tear excepted. If the premises are located in the City of Detroit and bulk items are left in the premises upon move-out, Tenant shall be charged a trash removal fee. This fee will be the amount that Landlord is required to pay independent contractors to remove and dispose of such bulk items, and an additional fifteen percent (15%) service charge. This fee will be taken directly out of the security deposit.

 Tenant shall pay, on Landlord’s demand, to replace any broken window glass on the premises or any lost or broken keys. Tenant shall be liable for any and all damage to the premises during the term, accepting only losses due to casualties such as fire, storm, theft or similar losses not caused by Tenant or Tenant’s guests or invitees. In the event your apartment is provided with a smoke detector/alarm it is Tenant’s responsibility to make sure the batteries are replaced as necessary. Tampering with or the removal of batteries or other forms of power to any smoke detector located in or about the premises shall result in a $75.00 charge (per detector), which charge shall be considered additional rent.

11. **Alterations**. Tenant shall make no alterations or improvements to the premises (including, but not limited to, paint color changes, installations, drilling of holes, driving of nails, use of adhesives on the interior or exterior of the Premises, or additions) without Landlord’s written consent. Landlord’s consent to a particular decoration or alteration shall not be deemed consent to future decorations or alterations.

12. **Casualty.** In the event of damage to or destruction of the premises, or the building in which the premises are located, by fire or other cause, Landlord, at its election, may either rebuild and/or repair the damage or terminate this Lease by notice in writing delivered to Tenant.

13. **Property Loss or Damage; Indemnity; Insurance.** Landlord shall maintain casualty and general liability insurance on the Premises. In addition, Tenant may obtain its own renter’s and general liability insurance with respect to the premises during the term, which policy shall name Landlord as an additional insured. Landlord shall not be liable for any damage to or any loss of any property of Tenant or others or for any injury to Tenant or its guests, invitees, or others on the premises, including, but not limited to, damage caused by fire, rain, theft, or other casualty. Tenant shall be liable for, and shall indemnify and hold Landlord harmless from, any personal injury or property damage claims, expenses, and actual attorney fees related to the premises, unless caused by criminal action of Landlord.

14. **Condemnation.** If any part of the premises is condemned by any governmental authority, then the Lease shall terminate as of the date that possession is taken by the governmental authority. Damage awarded for such taking shall be the property of Landlord, whether such damage shall be awarded as compensation for diminution in value to the leaseholder or to the premises.

15. **Subordination.** Landlord reserves the right to subordinate the lease to any mortgage now or hereafter placed on the property of which the premises are a part, and Tenant shall execute such documents as may be needed to accomplish this purpose. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is and shall be subordinate to the lien of the mortgage that may exist on the premises as of the date hereof.

16. **Default.** If Tenant defaults on or breaches any obligation(s) under this Lease, misrepresents any information in this Lease or the application for this Lease, or is convicted of a crime, Landlord may, on written notice to Tenant, terminate the Lease and enter the premises as permitted by law; Tenant and any other occupants shall surrender the premises to Landlord by the date stated in the notice. If Landlord terminates the Lease, Landlord may recover Landlord’s expenses for enforcing Landlord’s rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statute; and rent for the rest of the term of the Lease shall immediately become due. The parties acknowledge that, under Michigan law, Tenant may not be liable for the total accelerated amount because of Landlord’s obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice of default on Tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by Landlord in enforcing Landlord’s remedies and allowed by statute shall be added to the amount of the arrearage. If Tenant shall fail or refuse to vacate the premises upon such default, then Landlord may at any time thereafter resume possession by any lawful means to remove Tenant or other occupants and their effects, by ejection proceedings or otherwise.

 It is a violation of this Lease if Tenant, a member of Tenant’s household, or any other person under Tenant’s control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance as defined by Michigan law anywhere on the premises, including the apartment or any part of the building or common areas or facilities. Pursuant to Michigan law, if Tenant violates this provision, Landlord may serve a written demand for possession of the premises, giving Tenant 24 hours’ notice of the termination of this Lease and demand for possession of the premises. Tenant acknowledges that an order of eviction/writ of restitution may be issued by the court immediately after the entry of a judgment for possession. ***Resident’s initials: \_\_\_\_\_\_\_\_.***

 Landlord’s failure to enforce one or more of its rights under this Lease, in law, or in equity, shall not be construed as a waiver of Landlord’s ability to subsequently enforce any of its rights. Landlord shall retain any other remedies available at law or equity.

17. **Quiet Enjoyment**. Tenant, upon paying the rent and performing all other provision of the lease in the manner state above, will be entitled to quiet enjoyment of the premises during the term of the lease.

18. **Notice of Intent to Move.** Tenant shall give Landlord 60 days written notice of any intent to vacate the premises at the end of this Lease or at any time thereafter. Sixty days written notice is required. Failure to provide a 60 day written notice will convert tenancy to month-to-month, which commences at the end of the lease term. Such month-to-month tenancy shall be subject to the provisions of this Lease except that monthly rent shall increase ten percent (10%) from the rent for the last month of the term of the Lease, and Landlord may further increase the rent on 30 days’ notice to Tenant.

19. **NOTICE OF LIMITED CANCELLATION RIGHTS.**

* 1. If Tenant has occupied the Premises for more than thirteen (13) months, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord if: (i) Tenant has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility; or (ii) Tenant has become incapable during the term of living independently, as certified by a physician’s notarized statement. Election to cancel under this paragraph is limited to the Tenant to whom the foregoing applies, and the Lease, including joint and several liability, continues in full force and effect for remaining Tenants.
	2. If Tenant executes this Lease while in military service, or enters military service after this Lease has been executed by Tenant (or by someone on his/her behalf), and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days, he/she may terminate this Lease at any time after the Tenant’s entry into military service or the date of the Tenant’s military orders described in paragraph (1)(B) or (2)(B) of subsection (b) of Section 305 of the Servicemembers Civil Relief Act, 50 USC app 535, §305 et seq. Cancellation under this clause is limited to the Tenant to whom it applies, and the Lease, including joint and several liability, continues in full force and effect for remaining Tenants.
	3. If Tenant has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking, then Tenant may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

20. **MOVE-OUT COST SCHEDULE.**

 If prior to moving out you do not clean your apartment to move in ready condition and leave it in satisfactory working order, the following charges will be deducted from your security deposit or will be owed to Landlord if your security deposit is insufficient to cover the charges. The costs given for the items listed below are average costs only. If Landlord incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost.

 Please note that this is not an all-inclusive list; you can be charged for cleaning or repairing items that are not on the list.

 Cleaning Charges

 Studio/ One Bedroom $100

 Two/Three Bedroom $150

 Four Bedroom $200

**REPLACEMENT CHARGES**

 If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item plus labor and service charges. A representative list of replacement charges is provided below. These are average prices. If the Landlord incurs a higher cost for replacing an item you will be responsible for paying the higher cost.

 Please note, this is not an all-inclusive list; you can be charged for the replacement of items that are not on the list. Tenant acknowledges and agrees that the below-listed replacement charges are not unreasonable charges for the work or items described therein.

 Window glass $95.00 Refrigerator/

 Window screens $35.00 shelves/racks $50.00

 Mailbox keys $20.00 Mirrors $90.00

 (lost or not returned) Light fixtures $75.00

 Door keys $35.00 Countertops $300.00

 (lost or not returned)

 If you fail to comply with these move-out instructions, you agree that you will be liable to Landlord for the cost of such cleaning, repair or replacement of soiled, missing or damaged items as Landlord is required to perform.

21. **Multiple Signers.** This lease is an agreement between Landlord and the signers of it, who expressly acknowledge that they are jointly and severally responsible and liable for timely payment of rent and for carrying out all Tenant’s other obligations under this lease; if one Tenant fails to pay Rent or any other amount due under this Lease, or perform any obligation, any one or more of the others are liable for that payment or performance.

22. **Pests**. You agree that you will inspect the property within 48 hours of moving in and notify us of any bed bugs or bed bug infestation. You further agree that you are not aware of any bed bug infestation in your clothes, furniture, personal property or possessions.

23. **Access**. Landlord and Landlord’s agents shall have free access to the premises at all reasonable times for the purpose of examining and/or making alterations or repairs, and shall retain a key to the premises. Tenant shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the premises to the extent permitted by law. Tenant shall allow Landlord or Landlord’s agents to show the premises to prospective tenants and prospective purchasers at reasonable times and upon reasonable notice. Tenant shall allow Landlord and/or Landlord’s agents access to the premises at reasonable times to inspect for or treat pests as allowed by law. Tenant is responsible and must at Tenant’s sole cost and expense, have Tenant’s personal property, furniture, clothing and possessions treated. If Landlord confirms the presence or infestation of bed bugs, Tenant shall promptly comply with all directions from Landlord and Landlord’s agents, including the possible need to temporarily vacate the premises and remove all furniture, clothing and possessions. Tenant’s failure to cooperate with Landlord as required by this Section 23 shall be a default of this Lease, and Landlord will have the right to terminate Tenant’s right of occupancy and exercise all rights and remedies under this Lease.

24. **Responsibilities**. Tenant may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat Tenant’s premises for bed bugs.

25. **Parking**. Tenant agrees to never park or store a motor home, bus, boat, trailer of any type, or any other recreational vehicle on or about the premises or the common areas, and to park not more than automobiles in the parking area designated by Landlord, if any. Tenant agrees that no unlicensed or inoperable vehicle may be brought onto or about the premises or the common areas. Tenant agrees that any vehicle parked in an area not designated for parking by Landlord, or any unlicensed, uninsured, or inoperable vehicle may be towed and stored by Landlord at Tenant’s expense.

26. **Common Areas**. It is agreed that the walkways, stairwells, driveways, parking lots, lawns, and other areas used in common by all occupants of the building in which the premises are located, are provided gratuitously by Landlord, and their use is not appurtenant to the premises hereby leased, and Tenant hereby expressly agrees that if the same shall be made use of by Tenant, or by Tenant’s family, agents, or visitors, such use will be at Tenant’s own risk, and that Landlord shall, in no event, be or become liable thereby for any loss or damage to persons or property, whether such property be contained in the common areas, the premises, or in any such other portion of the grounds, unless caused solely by the willful misconduct of Landlord.

27. **Lead-Based Paint**. Lead-Based Paint disclosures are provided herewith and incorporated herein by reference.

28. **General Provisions**.

1. In the event of breach of this Lease or dispute between the parties arising from this Lease, the prevailing party shall be entitled to attorney fees and all court costs, including fees and costs on any appeal, in such amounts as shall be permitted by Michigan law.
2. This Lease is given in pursuance of the rental application and the representations, conditions, and provisions of said application are incorporated herein by reference. This Lease, together with any such application contains the entire agreement of the parties and may not be modified except by an instrument in writing which is signed by both parties. Tenant acknowledges receipt of two copies of the inventory checklist of the conditions of the premises and information regarding security deposits. Landlord may make the following types of adjustments upon thirty (30) days written notice to Tenant: (i) changes required by federal, state, or local laws, rules, or regulations; (ii) changes in the rules relating to the property which are required to protect the physical health, safety, or peaceful enjoyment of tenants and guests; and/or (iii) changes in the amount of rental payments to cover additional costs in operating the premises incurred by Landlord because of increase in ad valorem property taxes, charges for the electricity, heating fuel, water, or sanitary sewer services consumed at the premises, or increases in premiums paid for liability, fire, or workers compensation insurance.
3. Each of the rights provided by this lease will be cumulative. No waiver by either party of a breach of a provision of this lease will be construed as a waiver of a further breach. The receipt by Landlord of rent with knowledge of a breach of any term of this Lease shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord’s right to the full amount thereof.
4. The invalidity of any provision will not affect the validity and enforceability of any other provision. This lease will bind the parties’ heirs, representatives and assigns. If more than one person joins in the execution hereof, or either party be of the feminine sex, or be a corporation or partnership, the words referring to them will be read as if written in plural, feminine, neuter, respectively.
5. If any part of this Lease shall be held invalid, the remainder thereof shall remain in full force and effect.
6. This Lease may be signed in counterparts, and if so signed, shall be binding upon, and fully enforceable against the parties hereto. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals. Each party agrees that the use of electronic signatures of the parties in this Lease are intended to authenticate this Lease and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or processes attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including .pdf, facsimile, or email electronic signatures.
7. It is understood and agreed that both parties have read, understood, and agreed to all of the foregoing and that they agree that any infraction of the above provisions shall constitute a breach of this Lease and provide grounds for immediate institution of eviction procedures.
8. Tenant(s) acknowledges receipt of the following:

1. Pamphlet entitled: “Protect Your Family From Lead in Your Home”.

2. Lead-based Paint Landlord’s Disclosure Form.

3. Two (2) inventory checklist forms. If one completed checklist is not returned to Landlord within seven (7) days from the date of the Lease, Landlord will assume that no real or personal property on the Premises is damaged or flawed in any respect.

i. Landlord’s address for the purpose of notice under the Truth in Renting Act (Michigan Compiled Laws 554.631 to 554.641) is as follows:

 c/o CASS AND FERRY

 100 WEST FERRY, UNIT 1

 DETROIT, MICHIGAN 48202

[SIGNATURES ON THE FOLLOWING PAGE]

The parties hereto have executed this Lease the day and year first above written.

|  |  |
| --- | --- |
| **LANDLORD**:78 West Ferry LLC,a Michigan limited liability companyBy:NameTitle | **TENANT**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**HOUSE RULES**

1. The sidewalks, entrances, passages, courts, vestibules, stairways, fire escapes, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the building.

2. No pets, birds, cats, dogs or other animals are permitted to occupy the premises, or any part thereof, unless the Landlord therefore grants permission in writing. A pet fee will be applied. The tenant must notify Landlord immediately of their intention to have a pet. Failure to so notify Landlord shall be a default of this Lease and Tenant may be evicted and/or a monthly pet fee will be applied from the commencement date of the Tenant’s Lease.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside or inside of the premises or building without prior written consent of the Landlord.

4. No radio or television aerials/antennas, satellite dishes or wires shall be erected in or about any part of the premises without the written permission of the Landlord.

5. The Landlord may retain a pass key to the premises. No tenants shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Landlord. In the event such consent is given, the Tenant shall provide Landlord with a key to the new lock for the use of the Landlord pursuant to the Landlord’s right of access to the premises. If Tenant changes a lock in violation of this provision, then Landlord shall have the right to forcibly remove and/or replace the same without liability to Tenant and Tenant shall be in breach of this Lease.

6. Tenant shall not allow anything whatsoever to fall from the windows or doors of the premises, nor shall any tenant sweep or throw from the premises any dirt or other substance into any of the corridors, halls, light shafts, ventilators or elsewhere in the building.

7. Nothing shall be done in or about the building which will interfere with the rights, comforts or convenience of other tenants Tenant shall neither cause nor permit any noise or nuisance upon the premises. The premises shall not be used for weightlifting, band practice or food catering.

 No musical instruments, radios, televisions or stereos shall be operated in a manner that is disturbing or annoying to other tenants, no excessive running of water in the late hours of the evenings, nor shall any disturbing noises be made at any time. Noise violations subject to a fine of $50 per occurrence.

 Quite Hours – Sunday through Thursday: 9:00pm to 7:00am

 Quite Hours – Friday and Saturday: 10:00pm to 7:00am

8. No air conditioning unit can be installed without written consent of the Landlord.

9. Pouring of grease into sinks or toilets is forbidden. All grease shall be disposed of with garbage in proper receptacles.

10. Toilets and other equipment shall be used only for the purposes for which they are constructed. Tenant shall not flush insoluble products such as female sanitary products or baby wipes down the toilet.

11. The trees, shrubbery and lawns are a vital and valuable part of the premises and the tenant shall be liable for assessments for damages for any mutilation or defacing thereof for which he or she is responsible.

12. Laundry work shall be done only in the area designated. Washing machines and dryers shall be used and operated in the laundry rooms only.

13. No equipment may be removed from any part of the building. All equipment must be retained in its original location.

14. No spikes, hooks or nails shall be driven into the walls or woodwork of the premises without the written consent of the Landlord.

15. Newspapers, cans and other refuse must be placed in containers which have been provided by the City of Detroit for that purpose and the container lid must be kept tightly closed at all times. These containers are located in the alley at the rear of the building and shall be used in accordance with pertinent governmental regulations. No discarded furniture or appliances or trash of any kind shall be placed on the alley floor.

16. The storage of kerosene, gasoline, oil or other flammable or explosive agencies is strictly prohibited anywhere in the building.

17. No personal property of any kind shall be placed or kept on the front/back/side lawns, entrances, front or back porches or balconies and roofs, nor shall such areas be used for lounging, playing or any other activities.

18. The Tenant is solely responsible for keeping the premises in a clean, orderly and sanitary condition. Sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls will be maintained by the Landlord. Any trash not disposed of in the dumpster will result in a $50 fine per occurrence.

19. Shower stalls must be used in a manner which will guarantee that no water escapes onto the floor or walls of the bathroom. Tenant shall use three (3) shower curtains to completely surround the tub and drape the curtains to fall inside the tub so that water drains off the curtains and into the tub. All plumbing leaks must be reported to the resident manager. Water damages due to negligence of the tenant will be charged to the tenant.

20. Tenant shall not duplicate building keys, share keys, or let another person have his/her key. If a key is lost the Tenant must notify the building manager immediately.

21. Drapes and curtains shall be white, off-white or lined with a white backing.

22. Tenant shall be liable for the cost of extermination of insects and/or vermin brought into the building by the Tenant or the Tenant’s visitors.

23. Smoking is strictly prohibited inside the building or in the premises.

24. In the event that you are locked out of your apartment and need to be let in outside of our normal business hours you will be charged a fee of $50.

25. Tenant shall not bring any water beds, floor safes, or other heavy objects on the premises. Tenant shall not bring any animals on the premises without written consent from Landlord.

26. Tenant shall at no time employ any person or persons in or about the premises whose employment may constitute or create a liability on the part of Landlord.

27. Violation of any of the above provisions shall be a breach of the Lease and shall entitle Landlord to exercise its remedies for breach hereunder. It is understood and agreed that a single violation of any provision shall be deemed a material violation of this Lease and shall entitle Landlord to exercise its remedies for breach hereunder.