

RESIDENTIAL RENTAL LEASE

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.

1. LANDLORD/AGENT FOR OWNER

Mailing Address: Troff & Denning, Inc 522 ½ S. Burdick Kalamazoo, Mi 49007
Physical Address: Troff & Denning, Inc. 522 ½ S. Burdick Kalamazoo, Mi 49007

2. OWNER OF RENTAL UNIT

Name: _____

3. ADDRESS OF RENTAL UNIT

Rental Unit Address: _____

4. TERM OF LEASE

Fixed Term Lease Beginning at 12:00 PM (NOON) _____Ending at 12:00 PM (NOON)_____

5. RENTS & OTHER MONTHLY CHARGES. ALL PAYMENTS ARE DUE ON THE 1ST & LATE BY THE 3RD OF EACH MONTH.

RENTAL RATE \$ _____ per Month
WATER/SEWER \$ _____ per Month
OTHER \$ _____ per Month (Description:_____)

RENT: Tenants(s), in return for the use of the rental unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of _____, without offset of deduction. Tenant(s) hereby acknowledges that the TERM of this Lease may be more or less than a full calendar year, and the Rent has been allocated in 12 installments.

The first installment of _____shall be due no later than _____.
Commencing on _____, rent shall be paid on the 1st day of each month, in advance, in monthly installments of _____. **The last installment of _____ shall be due on _____.**

6. TENANT(s) shall promptly pay as monthly rental hereunder the above, in advance on or before the 1st day of each calendar month during the period of this Lease. If all rent is not paid on or before the 5th of the month, TENANT(s) will be held liable for a \$40.00 (Forty Dollars and 00/100s) late fee. Payment Date is defined by either hand delivery to the LANDLORD or postmark date. TENANT(s) agrees to pay a \$30.00 (Twenty Five Dollars and 00/100s) charge for each returned check, plus a late payment charge of \$40.00 (Forty Dollars and 00/100s) if account is not brought up to balance by the 5th of each month. Non-payment of rent or habitual late payment of rent (3 or more late payments in a 12 month period) shall be deemed sufficient reason for eviction. Rent is due for the entire contract period as stated above. Should tenant vacate prior to lease end either voluntarily or by eviction, tenant(s) are still liable for rent through the end of the lease term. Landlord will attempt, through its ordinary and customary practices, to re-lease the rental unit. Should tenant be evicted or vacate voluntarily prior to the end of the lease, tenant agrees that they are responsible for: 1). Actual damages (which include but are not limited to: rent through lease end or the date the new tenant takes occupancy, whichever occurs first, plus any physical damages to the premises at the time of vacating plus landlords costs associated with advertising and re-leasing the premises) and 2) An early termination fee equal to one month’s rent.

7. SECURITY DEPOSIT Total Deposit \$ **XXX.00** (Not to Exceed 1 ½ month’s rent)

The Security Deposit shall be deposited at Bank Name and Address.

8. PAYMENT LOCATION

Rental payments shall be made by check or money order payable to Owner Name, and mailed to Troff & Denning, Inc. at 522 ½ S. Burdick St., KALAMAZOO, MI 49007, or delivered personally to LANDLORD at the corporate office located at 522 ½ S. Burdick St. Kalamazoo, MI 49007, or such address LANDLORD may specify from time to time.

9. TENANT(s) (Occupancy limited solely to individuals listed below)

Tenant’s Names Printed/Co-signor Required No		Co-Signor’s Names Printed
1.		
2.		

10. JOINT AND SEVERAL AGREEMENT

All TENANT(s) who sign this Lease are jointly and severally responsible for the payment of rent to the LANDLORD and for damages caused to the rental unit (late fees, physical damage, unpaid utility bills, rent in the arrears, etc.). Failure to meet the terms and conditions of the contract by one or more of the TENANT(s) shall be considered a failure of all TENANT(s) to meet the terms and conditions of the contract, and shall make all equally responsible.

11. FORWARDING ADDRESS

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A
INITIALS: _____

FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

12. SERVICES

	Provided by Landlord	Provided by Tenant		Provided by Landlord	Provided by Tenant
a. Electricity			h. Snow Removal, Driveway/Parking		
b. Heating Gas			i. Snow Removal, Steps/Walks/Porch		
c. Cooking Gas			j. Lawn Care		
d. Water/Sewer (Look Under Item #6)			k. Telephone (Internal & External)		
e. Laundry Facilities			l. Cable TV (Internal & External)		
f. Garbage Pick-Up			m. Light Bulb Replacements		
g. Transporting Garbage to Curbside			n. Smoke Detector Batteries		

13. PARKING Total Parking spaces provided by LANDLORD for TENANT(s): Determined by property.

14. FURNISHINGS - See Inventory Inspection Form for itemized list of furnishings.

15. VEHICLES UNDER REPAIR

TENANT(s) and/or guests shall not perform repairs, maintenance or in any way service vehicles on or around any property owned or managed by the LANDLORD. This includes but is not limited to driveways, parking lots, garages and yards adjacent to the rental unit. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owners expense without notice.

16. INVENTORY CHECKLIST

The TENANT(s) shall note the condition of the unit and the furnishings and return a copy of the signed Inventory Checklist to the LANDLORD within seven (7) days after receiving possession of the rental unit. The Inventory Checklist will be deemed returned when the LANDLORD signs it. TENANT(s) understand and agree that failure to return this form within seven (7) days of occupancy will constitute that the TENANT(s) affirm there is no prior damage to the rental unit. Broken windows, siding and other items that may or may not be considered vandalism that are not marked on the beginning inventory inspection are the responsibility of the TENANT(s) as the TENANT(s) assumes care and custody of the rental unit. LANDLORD at its sole discretion may refuse a checklist and consider it invalid if it is not returned within the seven-day statute period and signed by LANDLORD. In units where one (1) or more TENANT(s) are renewing, all new TENANT(s) accept the property in the condition documented in the previous beginning Inventory Checklist/Inspection. This document will be furnished by written request prior to the execution of this Lease. Failure to request this document does not relieve TENANT(s) obligations to accept this document as the beginning Inventory Checklist/Inspection. In the event there was no beginning Inventory Checklist/Inspection the unit shall be considered undamaged.

17. NOTICE OF DAMAGES

In case of damage to the rental unit attributable to the TENANT(s) or other obligations against the deposit, the LANDLORD shall mail to the TENANT(s) within (30) thirty days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The TENANT(s) must respond to the LANDLORD’S claim by mail within seven (7) days of receipt of the itemized list or forfeit amount claimed. If Agreement is not reached as to the amount of the deposit withheld, the LANDLORD may commence action in court within forty-five (45) days after termination of occupancy

18. SMOKING POLICY

Smoking is NOT ALLOWED inside any of the apartments or within the common areas of any apartment building or home. Please limit smoking to outside or on the porch or balcony. Please do not dispose of cigarette butts or ashes in the lawns, bushes, sidewalks or parking lots. Damage to the unit caused by burns, odors or clean up of improperly disposed of cigarette butts will be charged to the tenant(s). Violating this policy can be deemed sufficient reason for eviction.

19. MAXIMUM NUMBER OF TENANTS

Occupancy shall be restricted to those who are named on this Lease. If others are found residing at the subject rental unit that are not on the Lease for more than a three-day period without prior written approval by LANDLORD, LANDLORD at its sole discretion may pursue eviction of the entire house.

20. NON-RESIDENTIAL USE

Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

21. ALTERING PREMISES

TENANT(s) will not alter premises or LANDLORD supplied furnishings in any way without prior written consent of the LANDLORD. TENANT(s) agree not to repaint, remodel, replace shower heads, faucets or other fixtures,

drive nails into woodwork or other surfaces, and use any adhesive items on wall or other surfaces unless prior written permission is given to TENANT(s) by the LANDLORD. LANDLORD will consider all alterations as damages and charge TENANT(s) to immediately restore the premises to its original state.

22. **SATELLITE EQUIPMENT:**

Installation of Satellite Equipment will not be permitted under any circumstances.

23. **SCREWING, NAILING DRILLING HOLES IN THE CEILINGS**

Do Not Screw, Nail or drill holes in the ceilings for hanging plants, hammocks, lofts or for any other reason. There may be wiring present in the ceilings which could be damaged by doing this. Tenants are responsible for any damage to wiring or heating systems, if applicable and to any structural damage caused to the premises by violating this provision.

24. **BEDROOM DOOR LOCKS AND INSTALLATION OF PAD LOCKS**

Landlord expressly prohibits the installation of door locks or pad locks on interior bedroom doors. Any door locks or pad locks found will be removed by the landlord and the tenants will be charged for the cost of removing and replacing the locks and any physical damage caused to the door or door frame from installation of the locks.

25. **REPAIRS AND MAINTENANCE**

TENANT(s) agree to give the LANDLORD prompt notice of needed repairs. The LANDLORD will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by local or state housing ordinances. Serious heating, plumbing, and electrical failures to be attended to within twenty-four (24) hours of a written request.

26. **BROKEN SCREENS AND WINDOWS**

TENANT(s) have Care and Custody of the Rental Unit. TENANT(s) are responsible for repair and replacement of broken windows and screens due to their negligence or vandalism. TENANT(s) further understand and agree that if it is proven that a licensee or invitee has vandalized the screens or windows it is the TENANT(s) responsibility to pay for the repair/replacement of these items.

27. **RIGHT TO PRIVACY**

TENANT(s) agrees to let the LANDLORD enter unit with notice given by 5pm the day previous of a request to repair, inspect, or show the unit. Failure by the TENANT(s) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. Refusal by TENANT(s) to let LANDLORD enter unit subject to the above notice requirements will be considered reasonable grounds for eviction.

28. **TENANTS'S MAINTENANCE RESPONSIBILITIES**

Tenant shall keep the Premises, including furniture and all fixtures, in a clean, sanitary and orderly condition with special attention to the stove and refrigerator, if provided, and leave the unit in the same condition as when taken, except for normal wear and tear. Landlord and Agent will not pay for cleaning or any work of this kind contracted by the Tenant, unless expressly authorized in writing.

29. **TENANT LIABILITY IN FREEZING TEMPERATURES**

TENANT(s) agree to not shut-off, stop service or turn back heat of the rental unit in periods of time where outside temperature drops below the freezing level. TENANT(s) agree to pay for all damages caused by failure to comply with this item.

30. **END OF TENANCY**

TENANT(s) will be charged \$250.00 if not fully vacated by NOON on lease end date. At the end of tenancy as defined by the Lease, TENANT(s) agree to let LANDLORD enter unit and start the turnover process, even if keys and other paperwork might have not yet been returned to LANDLORD. Tenant is responsible for any damages that landlord may suffer due to tenant not vacating upon the agreed upon date and time.

31. **ABANDONMENT OF PERSONAL PROPERTY**

LANDLORD will make reasonable efforts to notify departing TENANT(s) of property left behind. Personal property left by vacating TENANT(s) after their move-out date and time will be considered abandoned. LANDLORD may elect at its sole discretion to store personal property left by TENANT(s) and charge TENANT(s) reasonable storage and moving fees. TENANT(s) give LANDLORD the right to retain possession of abandoned personal property until storage charges are paid in full.

32. **SUB-LETTING/ASSIGNMENT/AMENDMENT TO LEASE**

TENANT(s) will not sub-let or assign the premises without the written consent of the LANDLORD. Tenants will be charged \$150.00 for each landlord authorized amendment to the lease.

33. **PETS OR ANIMALS**

Pets or animals of any kind will not be permitted on premises without the written consent of the LANDLORD. Any violation of this clause will be considered a breach of the Lease and immediately give the LANDLORD the right to declare the TENANT in default. If a pet is found on the premises (even if it is just there temporarily) without written consent of the LANDLORD, TENANT(s) will be charged a **\$1,000.00** damage fee and the pet shall be removed from the premises immediately or tenant will face eviction under the 7 day Health Hazard/ Damage to Premises Eviction Method.

34. **PESTS/RODENTS/FLEAS**

TENANT(s) shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he/she occupies. TENANT(s) responsibility for extermination shall begin (30) thirty days after occupancy commences. This responsibility may be relieved at the sole discretion of the LANDLORD if LANDLORD deems infestation occurred before tenants took occupancy. LANDLORD shall be permitted to use whatever commercially accepted methods it sees fit to deal with such infestations.

35. **KEYS & LOCKS**

It is agreed the LANDLORD will provide one key to each TENANT upon execution of Lease and move in date. At the end of the lease term all keys and any copies made are to be returned to LANDLORD. Any keys not returned by Noon on the last day of tenancy are subject to a \$75.00/lock re-keying fee applied against Security Deposit. TENANT(s) accept existing locks as safe and acceptable. TENANT(s) may request locks to be changed at the beginning of tenancy, or at any time for a flat fee of \$75.00/lock. Any locks that are found installed by individuals other than the LANDLORD will be removed and LANDLORD will assess a \$75.00/lock change-out fee.

36. **LOCKOUT POLICY**

Any TENANT(s) locking themselves out of their house, apartment, bedroom or mailbox can call LANDLORD to be let in. The following charges will be assessed for this service due at time of service.

Weekdays between 9:00am and 4:30pm.....\$	30.00	New Keys	\$ 7.50 Each Key
Weekdays between 4:30pm and 9:00am.....\$	50.00	Change Lock	\$ 75.00 Each Lock
Weekend/Holidays	\$ 75.00		

37. **NOISE/INTOXICANTS/PARTIES/ORDINANCES**

Violation of local housing ordinances and disturbance to neighbors by TENANT(s) will not be tolerated. TENANT(s) are responsible for the conduct of their guests. If local enforcement authorities are needed to enforce ordinances or control noise, TENANT(s) may be subject to eviction. Providing to or consumption of alcohol by underage persons may be grounds for an eviction as determined by the LANDLORD. Between the hours of 11:00 pm and 9:00 am, all sound (audio equipment, voices, tools, etc.) shall be of low enough volume that it cannot be heard by neighbors in adjoining units.

38. **TENANTS RIGHTS TO QUIET ENJOYMENT**

TENANT(s) may not interfere with another tenant’s reasonable right of quiet enjoyment of their apartment. Repeated noise complaints from neighbors will result in fines or eviction.

1 st Noise Complaint.....\$	Warning
2 nd Noise Complaint.....\$	100.00
3 rd Noise Complaint.....\$	200.00 plus Eviction

39. **SALE OF PREMISES**

Upon termination of a LANDLORD’S interest in a rental unit whether by sale, assignment, death, appointment of receiver or otherwise, the LANDLORD or his agent is liable with respect to the security deposit, until the occurrence of one of the following: (a) Transfer of the deposit to the LANDLORD’s successor in interest and written notification to the TENANT by ordinary mail of the transfer and of the successor’s name and address. (b) Successor deposit funds in a regulated financial institution.(c) Return of the security deposit to TENANT(s).

40. **LEASE ALTERATIONS**

Any alterations to this Agreement shall be in writing and signed by the LANDLORD and all TENANT(s).

41. **LIABILITY OF LANDLORD**

TENANT(s) hereby agrees to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to premises or personal injury arising from TENANT(s) use of premises, or from any activity, work or thing done, permitted or suffered by TENANT(s) in or about the premises. If in LANDLORD’S judgment, there is substantial damage to the premises in such circumstances, LANDLORD may terminate this Lease by giving written notice to TENANT(s) and TENANT(s) will be held responsible for damages and loss rents until such time as the premises is re-rented

42. **FAIR HOUSING-WE ARE AN EQUAL HOUSING PROVIDER**

In accordance with the law, this property is offered without respect to race, color, religion, sex, handicap, familial status, or national origin.

43. **AIR CONDITIONING**

If TENANT(s) wishes to use his/her personal window air conditioner, TENANT(s) will notify LANDLORD when an air conditioner is to be installed and only the LANDLORD or persons employed by LANDLORD has permission to install the unit at the cost of \$75.00 to the TENANT(s). LANDLORD will assess a \$50.00/month charge for each window A/C Unit installed on properties where LANDLORD pays electric bill, for the months of June, July, and August. If a window A/C unit is found installed by LANDLORD without prior written permission, LANDLORD will assume the unit was installed at the beginning of tenancy and charge the TENANT(s) accordingly.

44. **WATER FURNITURE**

TENANT(s) shall not use or allow to be used on the premises any type of water furniture. The definition of water furniture includes, but is not limited to waterbeds and fish tanks. TENANT(s) will be charged for any indentations left in the carpet due to the weight of the water furniture. This charge might include the complete replacement of the carpet, if the indentation cannot be completely removed through other means the LANDLORD deems applicable.

45. **ILLEGAL ACTIVITIES, CONDUCT DETRIMENTAL TO THE COMMUNITY**

TENANT(s) shall not engage in any illegal activities. If it is apparent that illegal activities are occurring on the premises, or tenant(s), are conducting themselves in a way that is detrimental to the community, Landlord may bring an eviction action under the 7 day or 30 day notice as appropriate.

46. **GARBAGE**

Each TENANT(s) shall deposit all garbage in the proper outside container each day. Do not overfill the dumpsters because the Garbage Company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City can elect to remove these items

and the Tenants will be billed for the removal of these items. TENANT(s) will not leave trash or trash bags outside on the patios or balconies. TENANT(s) give maintenance the authority to remove these items and agrees to be billed at a rate of \$25 per bag or item. If TENANT(s) are required to pay for trash, it is the TENANT(s) responsibility to bring the container to proper pick up area no earlier than 8:00 pm the night before scheduled pick-up day and to remove the container by 8:00pm on the scheduled pick up day. Any fines imposed by the city for failure to adhere to this rule will be charged to the TENANT(s) with an additional \$25.00 processing fee payable to the LANDLORD.

47. CITY OF KALAMAZOO FINES AND CHARGES

Per the City of Kalamazoo Zoning Ordinance; the City can impose fines against properties for numerous violations. The following is a non all-inclusive list that identifies some of the fines that TENANT(s) will be held liable to through their LANDLORD. The LANDLORD is forced to pay these fines on behalf of the TENANT(s) through a lien process. The LANDLORD has no control over what the City decides to charge, but is forced to pay it. Some of the more frequent violations are as follows: Trash not placed in a container, Trash container not in the appropriate place or left by the curb-strip, recycle container left at the curb-strip, interior furniture outside, grills on patio or balcony, noise violations, trash in lawn, failure to keep sidewalks clear in the winter, parking in non-designated areas, and trash in the yard. TENANT(s) acknowledge and fully understand that the City of Kalamazoo and LANDLORD does not give any prior notice before assessing fines and fees. TENANT(s) can request a copy of the City of Kalamazoo Zoning Ordinance at any time by going down to City Hall. Directions can be obtained from LANDLORD.

48. TENANT BILLS PAID BY LANDLORD

A \$25.00 fee will be added to each bill that LANDLORD receives that was supposed to be paid by the TENANT(s). These bills include, but are not limited to: Gas/Electric/Water/Trash Bills and City Fines. These fines are due and payable immediately and will be added to TENANT(s) accounts. Should tenant fail to initiate utility service in their name, tenant gives landlord the permission to initiate service in the tenants name for utilities for which tenant is responsible. This may involve landlord providing personal information to the utility company such as social security and drivers license numbers. At move-out, TENANTS are responsible for submitting a receipt showing that the final water bill has been paid. Failure to provide this receipt within 4 days of vacating the unit will result in actual charges being assessed against TENANTS security deposit.

49. FIRE EXTINGUISHERS & SMOKE DETECTORS

All smoke detectors and fire extinguishers are in proper working order at the time of your move-in. TENANT(s) are responsible for replenishing batteries as they go dead and shall not at any time disable these safety devices. TENANT(s) should test these devices weekly to ensure they are functioning. After move-in, there is a 7-day grace period to report in writing that a smoke detector or fire extinguisher is malfunctioning. If the device is malfunctioning in any way contact the LANDLORD immediately. Upon receipt the LANDLORD will promptly repair these items. After the 7-day grace period the Tenant is held responsible for these devices. If the LANDLORD identifies one of these devices is missing or disabled after the 7-day grace period, the LANDLORD will immediately fix the device and bill the Tenant. Fees range between \$7-25/device.

50. LAWN CARE

LANDLORD will provide lawn care at frequencies it deems as adequate. Leaf raking, gardening, and trimming will be performed at the LANDLORD’S sole discretion. TENANT(s) are responsible to pick up and dispose of any trash or debris that has been placed or blown on the property.

51. BLOCKED/PLUGGED TOILETS

99% of the time blocked/plugged toilets are a result of feminine products, Q-tips and other assorted items being flushed down that are not supposed to be. TENANT(s) should first try to plunge the toilet themselves before calling for a repair. If you are unable to fix the problem, the LANDLORD will send a maintenance person out to investigate. If it is discovered that the problem was due to something the TENANT placed in the toilet, then the TENANT will be billed accordingly. Charges are between \$35-\$150 dollars depending on the problem.

52. LIGHTBULBS AND SMOKE DETECTOR BATTERIES

All light bulbs and batteries will be in working order at move-in. Tenants have 7 days after move-in to report in writing a non-working/missing bulb or battery. After this 7-day period Tenants shall be solely responsible for the replacement of these bulbs and batteries. TENANT(s) will be charged \$5.00 for each missing or non-working bulb or battery upon vacating the property.

53. FIREPLACE

All fireplaces in rental units are non-working and decorative only unless previously agreed to in writing. TENANT(s) understand they will not attempt to use these non-working fireplaces and claim full liability for any attempt to alter or make these fireplaces useable.

54. COLLECTION OF OUTSTANDING ACCOUNTS

TENANT(s) agree that if there are amounts due to LANDLORD after tenancy has ended and security deposits have been settled, then these monies will be paid promptly by the tenant(s). If not paid promptly, the balance will be placed for collection until such a time as a final statute driven interest rate based on a money judgment is awarded to the LANDLORD. TENANT(s) authorize any and all delinquent account balances as determined by LANDLORD to be reported to the Credit Bureaus.

55. RENTERS INSURANCE

The LANDLORD requires TENANT(s) to have a RENTERS INSURANCE POLICY in place. Proof of Renters Insurance is be turned into the office within 7 days of the start of this Lease. This policy will protect you from vandalism, theft, fire, loss of use, and other items. Please refer to the policy for exactly what it covers. TENANT(s)

is hereby notified that LANDLORD’S insurance does not insure against loss of personal property on the premises due to fire, theft, vandalism or other causes. TENANT(s) are responsible for personal liability insurance as well as insurance on TENANT(s) own property for fire, casualty loss, theft and all other losses as well as any required deductibles.

56. CREDIT AND DEBIT CARD PAYMENTS

In the event the LANDLORD accepts credit or debit cards as a form of payment, TENANT(s) agree to pay the LANDLORD a \$10 convenience fee per credit or debit card transaction.

57. JURISDICTION FOR LITIGATION/ARBITRATION/MEDIATION

All parties agree that if any legal action pertaining to the enforcement of this Lease or any of its provisions is initiated by any party to the Lease, said action shall be filed and heard in the jurisdiction of which the rental unit is located unless prohibited by law.

58. REQUIREMENTS, TERMINATION and NON-OCCUPANCY

Tenants may be asked to meet certain requirements prior to taking possession of the rental unit. These include, but are not limited to: signing of all lease documents, receipt of all required guarantee agreements and receipt of full security deposits and fees. Tenants will not be allowed to occupy the rental unit until these are met. Tenants are responsible for the payment of rent beginning with the inception date listed on the lease regardless of whether they take occupancy. Inability to meet a requirement is not sufficient reason for tenant to terminate this agreement. Should tenant decide not to take occupancy for whatever reason, tenant(s) are to give written notice to landlord as soon as possible of their intention to not take occupancy. Landlord will then attempt to re-lease the unit through its ordinary and customary business practices. Tenant(s) duty to pay rent will end once the unit is re-leased, or the tenant(s) lease expires, whichever occurs first. Should landlord refuse occupancy due to requirements not being met, he will attempt to re-lease the unit. Should the tenants subsequently meet the requirements prior to the unit being re-leased, occupancy will be granted. In either case, landlord will notify tenant(s) once the unit is re-leased and that the obligation to pay rent has ceased. Should all requirements not be met within 30 days of the lease signing, the landlord MAY, at his sole discretion, choose to terminate this agreement by written notice to the tenants. In all of the above cases of non-occupancy by the tenant or termination by the landlord, tenant(s) agree that security deposit and administration fees, whether paid in full or not, shall be payable to landlord as liquidated damages, unless they are exceeded by actual damages including accrued rent and re-leasing expenses.

59. CONCESSIONS

Tenants may have been offered concessions or discounts. Should tenants fail to meet all obligations under the lease, the landlord, at its sole discretion, will retract any concessions or discounts and they will become immediately due and payable upon notice to the tenants. These obligations include but are not limited to: timely payment of rent, no noise or other behavioral complaints and not causing any damage to the rented premises.

60. MILITARY LEAVE

Tenant(s) acknowledge that being called to military duty of any kind is not reason or cause to terminate this lease and agree their obligations under the lease would continue throughout any military service.

61. INVALID PROVISION

If any provision of this Lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

62. UTILITY POLICY

Tenants may not use grow lights or any other plant growth device for any reason, even if they qualify for a Medical Marijuana Card.
Tenants may not use space heaters or any heating device, including but not limited to electric, gas, kerosene, etc. The following will not be allowed: Tanning beds or bulbs, aquariums exceeding 20 gallons.
Please turn off all electrical devices when not in use, i.e. televisions, radios, computers and other devices.

63. FALSE REPRESENTATIONS

If any representations of TENANT(s) prove to have been false or misleading in any material way when making application for this Lease, then the LANDLORD may declare this Lease void and may take possession of the premises.

64. BED BUG POLICY

The goal of this Policy is to protect the quality of the rented unit’s environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Resident acknowledges that they have received and read the pamphlet “Don’t Let the Bed Bugs Bite” which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of resident, landlord and the pest management professional.
- Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug infestation.
- Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.

Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks,

shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.

2. Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur as a result of infestation of bed bugs in the apartment.
5. Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.

It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

65. **MOLD AND MILDEW POLICY**

Purpose of Policy

It is the goal of this Policy to provide sufficient information, and instructions to enable the parties to protect the quality of the rented unit's environment from the effects of mold and mildew in its various forms. It is also the goal of this Policy to clearly set forth the responsibilities of each of the parties to the rental agreement.

Information on Mold

Mold is found everywhere in the environment, both indoors and outdoors. In fact mold is a significant portion of the earth's bio mass. Without mold, dead organic material would rapidly accumulate in the environment. If that were to occur, life as we know it would be impossible to sustain. Therefore mold is both natural and an essential part of earth's biology.

Mold is especially effective in digesting cellulose materials such as wood, leaves, grass, drywall, paper and dust. Part of what mold does is to break these complex materials down into simpler substances that can be easily recycled back into the eco-system.

Once mold has completed the process of eating, by breaking down the complex materials, into digestible substances, its next purpose is to reproduce. As part of the reproductive cycle mold produces tiny airborne reproductive which are called "spores". Mold spores are literally everywhere in our environment. They are found in the air throughout the year. The number of spores in the environment swells in the warm humid months of summer. It is physically impossible to remove mold spores from the air without special filtrations equipment.

Experts are not in agreement as to the cause, but it appears that more people are now developing sensitivities to airborne pollens, mold spores, dust and animal dander than has historically been seen. Some people are affected by mold spores in relatively benign ways such as watery eyes or a runny nose. Other people can become seriously ill from exposure to mold, its spores, and/or toxins. Mold is unlike other environmentally dangerous substances such as lead that can be objectively measure to determine dangerous levels. Mold's impact varies tremendously from person to person. If you listen to the daily weather reports, mold and pollens are often notes, as measured by so many parts per volume of air. The higher number of mold spores, the greater the number of people that may be affected.

Why is mold such a complex health issue, when it is a naturally occurring life form which is found almost everywhere? Mold produces not only spores but it also produces a by-product which are generically described as "toxins". Each form of mold competes for food and survival with other life forms such as bacteria and other molds. In an effort to defend itself from its enemies, mold produces toxins that kill bacteria and other forms of mold. We are all familiar with penicillin, a mold toxin, and its ability to kill bacteria. Unfortunately, mold toxins can cause medical problems, even death for those people sensitive to mold by-products.

Mold must eat to survive. We now know that various forms of mold can digest drywall, paper, hair, dust and soap scum. Just about anything organic in your rental unit can be directed by mold. Two critical factors must be present for mold to grow. The most important factor other than food to the growth of mold is **water**. Without water, either in the form of liquid or humidity in the air, mold cannot live and grow. Mold growth rate when food and water are abundant increases when the ambient temperature rises. Hot and humid weather is ideal for mold growth.

For additional information, you may wish to access the EPA website at www.epa.gov/mold.

We now know something about “Mold’s” life processes and its functions in the environment. We also know that mold must have food, water and warm temperatures to survive. With this knowledge we can take the necessary steps to keep mold where it belongs, outside your rental unit!

Effectively Preventing Mold

The most effective way to prevent mold is to focus on what it needs to survive and thrive. Water is the most important factor for mold growth inside buildings. If you can effectively remove sources of water then mold growth will be prevented. As a Resident, you must be especially alert and on guard whenever there is a water leak.

Plumbing leaks, roof leaks, foundation leaks or any other source of water that penetrates into the rental unit **MUST** be reported in **writing**, to the Landlord. As a Resident you are obligated to report, in writing, as which you believe is the duty of the Landlord to repair. Failure to make such a report in writhing is a breach of your Residential Lease Agreement and this policy. A prompt report in writing will give the Landlord the opportunity to repair the water penetration promptly and thereby prevent the growth of mold.

Humidity is another source of water. Mold will live off the humidity in the air when it condenses on any cold surface. When the humidity level reaches 60% and the temperatures are above 80 degrees Fahrenheit, mold activity will increase. At relative humidity of 90% and temperature above 90 degrees Fahrenheit mold growth and resulting reproduction will dramatically increase.

We urge you as a precaution to use your Air Conditioner whenever temperatures are 80 degrees Fahrenheit or higher. You are required by the terms of this policy and your Residential Lease Agreement to use your air conditioner to remove excessive humidity and thereby thwart mold growth, whenever the outside temperature is 90 degrees Fahrenheit and the outside relative humidity is 80% or higher. Moving air with fans will help by creating drying, but high levels of humidity can only be effectively controlled through the use of an air conditioner or dehumidifier during periods of high temperature or humidity. If you do not use the air or dehumidifier under this circumstances mold will eventually grow.

It is also important that you keep your apartment clean to deny mold potential food sources. The bathroom is the most important area since it is continually used for bathing and showers. The kitchen is another area of concern as a result of its use for cooking and washing dishes. Regular mopping and or vacuuming is required in both of these areas. Tilex® that will kill mold and that are also good surface cleaners. Please read the labels of your cleaning products and use common sense. It is your responsibility to remove standing water whenever you see it standing on windowsills, frames or walls. You must remove the water and make sure that you let things properly dry out. For example, leave your bathroom door open after showers. Properly hang your towels to dry. Wipe down wet surfaces such as shower walls. If you have an exhaust fan in your bathroom make sure it works and then use it.

If you become aware of any excessive mold growth especially on walls and ceilings you must immediately notify the landlord in writing so that we can examine the growth, determine the cause of the growth and effect proper repairs. Again you are required by this policy and the Residential Lease Agreement to give the landlord this notice as soon as it is practical.

66. **FULL UNDERSTANDING**

This Lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except attachments made under the Additional Tenancy Conditions herein, if any, which shall become a part of the Lease.

67. **AGREEMENT SIGNATURES**

When executed by LANDLORD and TENANT(s), LANDLORD and TENANT(s) agree that this shall constitute a binding agreement for the lease of this property. All parties to this Agreement have read, and agree to abide by all the rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease.

Tenant’s Names (Signatures)	Date	Tenant’s Names (Signatures)	Date
1. _____	_____	4. _____	_____
2. _____	_____	5. _____	_____
3. _____	_____	6. _____	_____

LANDLORD: _____

Troff & Denning, Inc.

Date