



P.O. Box 222
Mt. Pleasant, MI 48804-0222
PH (989) 775-5522 • FAX (989) 779-7697
www.LiveWithUnited.com

August 17, 2020

2 people / 3 bedroom / 1 bathroom

This lease is entered into this 20th day of July, 2020 between United Apartments, hereafter referred to as the "LANDLORD," and persons signed below hereinafter referred to as the "TENANT(S)."

1. **DESCRIPTION OF PREMISES AND TERM:** The Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby lease Apartment No. SS03, Jamestown Apartments, 4075 S. Isabella Rd., located in Mt. Pleasant, MI, 48858, commencing on July 31, 2020, and ending at 12:00 midnight December 19, 2020 for the tenant on the 1 semester portion of the lease and May 31, 2021 for the tenant on the two semester portion of the lease.

Your assigned apartment number could be changed due to unforeseen circumstances; however, the apartment style would remain the same. If your apartment number does change, you will be notified.

2. **RENT:** Installments do not represent a monthly rental amount, but rather the total base rent due for the lease term divided by the number of installments. The Tenant hereby agrees to hire the above premises and to pay for the full lease period as follows **FOR THE TENANT ON THE 2 SEMESTER PORTION OF THE LEASE CONTRACT:**

(1) \$4,100.00 total (\$4,100.00 per person) in 10 consecutive installment payments of \$410.00 (\$410.00 per person) beginning August 1, 2020 and ending on May 1, 2021.

or (4) **FINANCIAL AID PAYMENT PLAN:** (MUST receive Financial Aid to choose this plan. You DO NOT have to follow the Financial Aid Plan if you receive financial aid, this is only an option)

- A. If you are receiving Financial Aid, you must make a payment of \$599.00 by August 1, 2020 toward your rent.
B. You must provide us with a copy of your award letter as soon as possible for each semester. The university will no longer be sending out proof of your financial aid.
C. As soon as you receive your financial aid, one half of the contract balance must be paid with your first check and the balance with your second check. Tenant also understands that Landlord agrees to wait on Financial Aid only until October 1, 2020 (CMU) and November 1, 2020 (MMCC) for the first payment and February 1, 2021 (CMU) and March 1, 2021 (MMCC) for the second payment. If lessee has not received their disbursement of Financial Aid by October 1, 2020 (CMU) and November 1, 2020 (MMCC) and February 1, 2021 (CMU) and March 1, 2021 (MMCC), lessee must pay their rent anyway.

\$4,100.00 Total Contract Amount Per Person

\$599.00 Payment Due August 1, 2020

\$3,501.00 Balance of Contract

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\$1,750.50 Due as soon as you receive your Financial Aid, however no later than October 1, 2020 (CMU) and November 1, 2020 (MMCC)

\$1,750.50 Due as soon as you receive your Financial Aid, however no later than February 1, 2021 (CMU) and March 1, 2021 (MMCC)

If you sign a summer lease, the rent must be paid according to the schedule on the lease. **NO EXCEPTIONS!**

****PLEASE UNDERSTAND THAT LANDLORD IS WILLING TO WORK WITH FINANCIAL AID AS LONG AS YOU FOLLOW THE ABOVE PROCEDURE. LANDLORD IS NOT OBLIGATED TO WAIT FOR YOUR FINANCIAL AID DISBURSEMENT.****

Each tenant will be issued an apartment key on the scheduled day of move-in **ONLY** if: 1. **Lease is completed in full, including all signatures, 2. All fees that are due are paid in full, 3. All rent for the apartment is current. There will be an additional fee of \$500 per person if all signatures, deposits and fees are not paid or obtained on or before 14 days of the original date the lease was signed.**

A late charge of \$30.00 will automatically be charged on the sixth if the rent is not paid on time. This applies to all payment plans. A flat charge of \$30.00 will be made for all checks returned from banks plus any late fees that apply. Please make checks payable to United Apartments. Please put the name of your complex, apartment number, and phone number in lower left corner of your check. You may deposit checks in office drop box or mail them to **P.O. Box 222, Mt. Pleasant 48804-0222.**

Payment section for the one semester Resident(s):

_____ will be on a 1 CMU semester lease beginning on August 24, 2020 and ending December 19, 2020. The rental rate for the 1 CMU semester will be \$2,445.00 divided into 5 monthly payments of \$489.00 due July 1, 2020, and ending November 1st, 2020.

If you receive Financial Aid you may do the following payment plan but you **MUST** provide the leasing office a copy of your financial aid award letter by or before July 1st, 2109 in order for us to change pay plan:

\$2,445.00 Total Rent

\$599.00 Payment due July 1st, 2020

\$1,846.00 Due on or before October 1st, 2020

3. **JOINT RENTAL RESPONSIBILITY:** Tenant(s) shall be jointly liable for all rental payments set out in paragraph 2: It being understood that each Tenant shall be individually liable for any and all rental payments due and that all Tenant(s) shall be liable until such payments are made. Internet service may be shut off for any outstanding monies past due for the apartment.

4. **SECURITY DEPOSIT:** Tenant(s) agree to pay the sum of \$0.00 (\$0.00 per person) on the execution of this lease, which sum shall be held in deposit at Isabella Bank & Trust, Mt. Pleasant, Michigan by the Landlord as a Security deposit and will not be returned until after the apartment has been vacated at the end of the lease period. This sum may be used by the Landlord to pay for damage, other than reasonable wear and tear, to the leased apartment, its furnishings, outside doors, windows, siding, roof, and common areas. Landlord may also use the Security Deposit as compensation for unpaid rent, costs necessary for subsequent rental and in reimbursement for damages sustained because of vacancy during period of this lease. **Tenant understands that at no time can they use their security deposit towards rent.** The burning of materials such as candles, incense, oils, or anything with a flame is prohibited. It causes discoloration and damage to the walls. **Repairs to the apartment can only be performed by**

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Jamestown Apartments
10/10/2019 04:51 PM

authorized vendors approved by United Apartments. This means that tenant(s), parent(s), etc. are NOT allowed to make repairs to the premises.

It is hereby agreed and understood by all tenant(s) whom comprise TENANT that Aaron Orel shall act as the sole agent for purposes of the return of TENANT'S security deposit to each individual tenant whom comprises. TENANT will be responsible for collecting for any damages and any additional charges to the rental unit. TENANT at the termination of TENANT(S) residency under the aforementioned rental lease entered into with United Apartments, as LANDLORD. Accordingly, at the end of TENANT'S residency LANDLORD will return any of TENANT'S unused security deposit monies directly to Aaron Orel who will then disburse pro rata, as determined by the individual tenants whom comprise TENANT, to each tenant's individual share of any such security deposit monies so returned by LANDLORD. TENANT shall not assign or encumber the money deposited as security hereunder.

CHECK-IN LIST MUST BE FILLED OUT AND RETURNED TO THE LANDLORD WITHIN SEVEN (7) DAYS AFTER TENANT TAKES OCCUPANCY. IF CHECK-IN LIST IS NOT RETURNED, LANDLORD SHALL CONSIDER THE APARTMENT TO BE IN EXCELLENT CONDITION AT THE TIME OF OCCUPANCY.

5. **HOUSING APPLICATION:** Tenant(s) also agree to deposit with Landlord \$0.00 (\$0.00 per person) as a non-refundable application fee, to be used by Landlord to pay for processing of the Housing Application. In the event the Tenant has submitted a Housing Application in connection with the Lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this lease and the Tenant warrants to Landlord that the facts stated in the Application are true to the best of their knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages, including reasonable attorney's fees, resulting there from. If Tenant does not qualify on their own and are required a Guarantor, the Tenant must have a Guarantor sign a Lease Contract Guaranty. If Tenant fails to provide a qualified guarantor meeting the benchmarks outlined in our rental criteria, Tenant is responsible for prompt, immediate payment of non-qualifying fees equal to one month's rent. If Tenant fails to produce a qualified guarantor and does not pay applicable qualifying fees within 14 days, Landlord reserves the right to terminate the lease immediately.
6. **UTILITY FEE:** Tenant(s) also agree to deposit with Landlord \$0.00 (\$0.00 per person for the tenant on the 2 semester portion of the lease and \$150 for the tenant on the 1 semester portion of the lease.) as a non-refundable utility fee, to be used by Landlord to pay for water, sewer and trash removal. If lessees' actual bill exceeds the utility fee paid, then lessees will be responsible to pay any overages and will be billed for such (this is intended to give lessees the incentive to be responsible for using normal and reasonable amounts of water, and to immediately notify Landlord of any maintenance required, i.e., leaks, running toilets, etc.).
7. **CLEANING:** Landlord will not be doing any cleaning inside of apartment if any lessee(s) are resigning and/or storing their belongings in the same apartment for the summer.

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8. **PAINTING AND PATCHING:** Is never allowed without landlords/agents written consent. Should it be necessary to repaint a wall due to damage caused during the tenancy, we will repaint at tenants cost. Under no circumstances are the tenants allowed to paint or patch any surfaces on the property for any reason without landlords/agent written permission.
9. **NON-ASSIGNMENT:** The Tenant agrees not to sub-lease without the written consent of LANDLORD. If LANDLORD has to sub-lease for Tenant the cost is two hundred dollars per person, plus any loss of rent. The premises shall be occupied only by the undersigned. Landlord will not allow double subleasing for the apartment. Should a Tenant choose to sublease their right to occupy the leased premises, such remaining Tenants agree not to unreasonably withhold their approval of a prospective sublessee. The sublessee has the right to extend the original lease without permission of the other Tenants. During such period, all deposits remain on file until the end of the lease extension.
10. **SERVICES/UTILITIES/RESPONSIBILITIES:** Tenants are responsible for any services/utilities listed below from the first day of lease to last day of occupancy, including any extensions. Tenants are responsible for calling the utility company and taking services out of their name at lease end date.

| | | | |
|--|-----------------|---|----------------|
| A. Gas | <u>N/A</u> | | |
| B. Electricity | <u>Tenant</u> | Consumers Energy (www.consumersenergy.com) | 1-800-477-5050 |
| C. Water | <u>Landlord</u> | Union Township (www.Uniontownshipmi.com) | 1-989-772-4600 |
| D. Trash | <u>Landlord</u> | Waste Management (www.wm.com) | 1-805-522-9400 |
| E. Internet Service | <u>Landlord</u> | CMS Internet (www.getcmsnow.com) | 1-989-779-1800 |
| F. Lawn Care | <u>Landlord</u> | United Apartments (www.livewithunited.com) | 1-989-772-2222 |
| G. Snow Plowing (Parking Lots) | <u>Landlord</u> | United Apartments (www.livewithunited.com) | 1-989-772-2222 |
| H. Snow Removal (Porches, Steps, Stoops) | <u>Tenant</u> | | |

Please only call the utilities you (Tenant) will be paying for at least three weeks prior to your occupancy date so the utility company can read meters and put in your name the day you move in. If at any point utilities are not in lessee(s) name and United Apartments has to pay for the utilities, United Apartments will bill lessee(s) for the amount owed along with a \$60 service charge every time they receive a bill. If United Apartments is paying for heat, it will be in operation from November 1 to April 1 only. **SPACE HEATERS of any type are NOT ALLOWED (City Ordinance). United Apartments reserves the right to terminate internet services paid for by Landlord if Tenant(s) is past due on rent.**

11. **SNOW PLOWING/REMOVAL and SHOVELING:** If snow removal in parking areas is responsibility of landlord, tenants must move their vehicle during designated times (posted or emailed) for snow removal. Owner of vehicle may be ticketed or towed at their own expense for failure to do so. Tenants are required to shovel/remove snow and ice from their own porches, stairs, stoops, walkways, window wells, etc. surrounding the leased premises for safety reasons.
12. **ENTRY:** The Tenant agrees that at reasonable times the Landlord or its agents may enter the premises for purposes of inspection, repairs or to show to prospective tenants. Tenant understands that in most cases these are student rentals and will allow Landlord to show the apartment to prospective tenants at a reasonable time. Owner, manager, or maintenance staff may enter the apartment without tenant's prior notice, presence, and/or express permission, by any means necessary including, but not limited to, use of duplicate or master key or by force, to allow a government inspector (including, but not limited to, building inspectors, fire marshals, and environmental inspectors) access to an apartment when necessary or appropriate as part of an inspection. If Landlord suspects an unauthorized pet or an unauthorized occupant, Tenant understands Landlord will enter and inspect the premises.
13. **FURNISHINGS:** TENANT agrees not to remove blinds, beds, sofas, etc. from apartment. TENANT agrees not to bring waterbeds into apartment. LANDLORD does not furnish light bulbs, vacuum cleaners, brooms, carpet shampoos, snow shovels, shower curtains or stepladders. No window air conditioners allowed. Tenants are not to leave any furniture or personal belongings behind. Tenants are not to use any stickers, nails, or hooks on premises. Tenants are not to change entry door locks under any circumstances. No opaque covering on windows is permitted.

This Unit is:

- ☐ Furnished with a sofa, chair, end table, beds, dressers, kitchen table, and chairs.
- ☐ Furnished with a sofa, chair, end table, dressers, kitchen table, and chairs. NO BEDS INCLUDED (if available).
- ☒ Unfurnished.

14. **ALL CLEANING** is the responsibility of the tenant(s). The premises shall be kept in a clean and healthy manner, and no junk or garbage shall accumulate on or near the premises. This includes trash, cans, bottles, and cigarette butts in and around your front door or entry way.
15. **LAUNDRY FACILITIES:** Landlord is NOT responsible for any damages/losses to tenants property due to the use of the laundry facilities. Laundry is not considered essential, therefore should a breakdown occur and tenants cannot do laundry on site for some time during repair or replacement, no money will be refunded from rent paid. Laundry facilities on-site are not guaranteed and may be removed at any time without any refunds to rent given.

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16. **SURVEILLANCE:** Landlord reserves the right for use of video surveillance of the common areas and grounds at all times. We reserve the right to use the video footage for any and all prosecutions should it be needed as well as the protection of our property and landlords.
17. **SMOKE DETECTORS:** If at any time, the smoke detector is disconnected or without its battery you will be charged \$65.00. City ordinance requires smoke alarms. If your apartment is equipped with a Carbon Monoxide Detector, you must leave it plugged in. If it is found missing or broken, you will be charged \$65.00 to replace it.
18. **THERMOSTAT SETTINGS** of below 60° may result in frozen water pipes. Tenant is responsible for all damages caused by the pipes freezing/bursting both to your apartment and any common area or surrounding apartment affected by the pipes bursting.
19. **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. Tenant must notify Landlord of any issues. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reason beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord.
20. **PETS:** Landlord permits tenant to have two (2) approved registered pets in a unit. Pet is only permitted after proper paperwork is submitted to landlord. Tenant agrees to pay all necessary fees outlined in the pet agreement. Furthermore, tenant must agree to adhere to all rules and requirements outlined in pet agreement. Any Tenant who brings an unauthorized pet onto premises, even for a short time, any animals or reptiles of any kind and same shall be a default under this lease and could result in EVICTION. Tenant understands that there will be a charge of \$1,000.00 per pet for each incident plus the cost of carpet cleaning and/or replacement. The only pets allowed on the premises at no charge are fish and small birds such as a canary or parakeet, anything larger needs to be approved and registered through Landlord. Fish tanks can only hold 20 gallons, and there's a limit of 2 small birds per apartment. Tenant will also be responsible for any extensive cleaning of the furniture and repair of any damages from an unauthorized pet. Tenant(s) understand that if Landlord suspects that there is an unauthorized pet in the apartment (which is a violation of the contract) Tenant(s) give Landlord permission to enter the apartment to check for the said violation. **ABSOLUTELY NO UNAUTHORIZED PETS, NO UNAUTHORIZED VISITING PETS, NO UNAUTHORIZED PET SITTING FOR ANY AMOUNT OF TIME.**
21. **TRASH & HOUSEHOLD ITEMS:** Trash must be placed in plastic bags and placed in the dumpsters provided or designated area. Trash is not to be left in entries, halls, or outside the building even for a brief period of time. A charge of \$40.00 per bag/per item will be charged to you if we must remove and dispose of your garbage. Tenant agrees that no barbells, charcoal grills, gas grills, firearms or gasoline are allowed anywhere inside the leased premises or on Landlord's property. Any such items found will be confiscated and disposed of by Landlord. No propane tanks are allowed in the apartments, hallways, or entry ways. Fireworks may not be stored or used/lit on the property and are strictly prohibited. Any violation or damage will result in a fee to the Tenant(s).
22. **MOLD AND MILDEW CONTROL:** Tenants shall maintain appropriate climate control and keep property clean and take other measures to retard and prevent mold and mildew from accumulating. Tenant shall clean and dust on a regular basis and remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant shall inform landlord of any evidence of mold or mildew like growth that cannot be removed by applying a common household cleaner and wiping area. Tenants are responsible to use bathroom fans (where applicable) or open the window (where applicable) for no less than 30 minutes after using shower/bathtub to remove humidity. Tenant shall be responsible for damage for the property as well as any personal injury resulting from the failure to comply with conditions of the lease. If a dehumidifier is supplied by landlord, its use daily is required. Any mold issues due to not running the dehumidifier becomes tenants responsibility. Failure to use the dehumidifier as needed to will result in \$100/fine per incident.
23. **RENTERS INSURANCE:** Tenant is strongly urged to obtain renters insurance. Since landlord is not responsible for personal belongings under any circumstances, your coverage, should include "personal property" and "liability" insurance or similar insurance to cover your belongings. Renter's insurance should cover against fire, water damage, burglary, vandalism, personal liability, and any damages due to tenant or tenant's guest negligence. Make sure you check with your insurance agent to see what is covered.
24. **VENUE:** The appropriate court in Isabella County, Michigan shall be the venue for any and all actions brought under this lease agreement.
25. **TENANT AGREES: "NO PARTIES" "NO KEGS"**
- 1) The space you are renting is to be used as a living dwelling ONLY, not for the purpose of "having a party" or any other activity that disrupts other tenants. The premises will not be used in such a manner as to generate noise or offensive odor which will disturb other tenants or neighbors nor will other tenants be harassed or bothered in any manner by Tenant(s) or Tenant's guests. If Landlord receives a noise complaint-even if it does not result in a police citation- it is still a violation of this lease. Tenant(s) specifically agrees not to use the premises, or the grounds immediately surrounding the premises (porches, lawns, parking lot, etc.) for the purpose of "hosting a party", or for any other activity prohibited by local ordinance or statute of the State of Michigan. No amplified music is allowed outside of the premise, no speakers may be placed in the windows of the premise, no live bands, no DJs, and no beer kegs, trash can or juice parties are allowed on the premises.
 - 2) VIOLATION of this is also a violation of the Mt. Pleasant and/or Union Township Nuisance ordinance. When having guests over, you are responsible for them. Please keep your outside door shut and play the stereo at a reasonable level. There will be a \$300.00 service charge per person for parties or activities that are disruptive to your neighbors and in violation of the nuisance ordinance. **IF YOU FEEL YOU CANNOT LIVE WITH THIS, PLEASE DO NOT SIGN THE LEASE.**
 - 3) Tenant agrees to comply with all state, city and township ordinances. Tenant(s) understands that if Landlord incurs any charge from the City of Mt. Pleasant or Union Township for a nuisance violation (party) or any other violation resulting in a charge, Landlord will pass on the cost of the charge(s) to the Tenant(s) plus a 10% service charge. It is further understood that if Landlord has to go to court to collect for the charges, Tenant(s) will be held accountable for any and all legal cost. Please visit <http://www.mt-pleasant.org/docs/dept/CityClerk/ordinances/ordinance981.pdf> to learn more about the City of Mt. Pleasant Nuisance Gathering Ordinance.
26. **YOU MUST NOTIFY YOUR LANDLORD IN WRITING FOUR DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL: OTHERWISE YOUR LANDLORD WILL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**
27. **HALLWAYS:** All Tenants of each building shall be responsible for the hallways of that building. In the event of malicious destruction of walls, windows, doors, carpets, light fixtures or any other item identified to be a part of said hallways, each tenant will be charged an equal portion of cost to repair said destruction. If the person or persons guilty of said destruction are identified, they will be charged the full cost of repairs and the remaining tenants will be relieved of their share of repair costs. This act does not in any way void the possibility of landlord's right to seek remedies under the laws of the State of Michigan.
28. **PARKING LOTS:** Are for the use of our tenants only. Tenants will be allowed to register one (1) vehicle each; however this does not guarantee a parking spot. Said vehicle must be in the Tenant's name or in Tenant's parents' name. Tenants must have a current parking sticker and display it in the rear window driver's side of their car. **Western Islands tenants understand that United Apartments will only issue 3 parking stickers per apartment for the Western Islands lot, and if a 4th sticker is needed, a West Campus sticker will be issued.** Tenant understands that the parking lot will be patrolled and there will be towing 24 hours a day for anyone without a parking sticker or pass. Tenant understands that United changes parking sticker color every year. Parking stickers are issued annually and are valid from August 1st to August 1st. Please visit your appropriate leasing office prior to this date to obtain a new parking sticker if you have signed for another year with Landlord. In order to obtain your new parking sticker, you must bring with you, your old parking sticker and your current car registration. If it is found that a United Apartments parking sticker has been duplicated, there will be a \$500 charge, per sticker, and a possible eviction for the guilty parties involved.
29. **HANDICAP PARKING:** A valid state-issued handicap decal is required to park in all designated handicapped parking spaces. Improper use or failure to display a handicap decal may result in a fee of up to \$500 and/or towing of your vehicle.
30. **TENANT HANDBOOK:** Tenant(s) agree that all agreements between Landlord and Tenant(s) are set forth in this Lease Agreement and Tenant Handbook. All rules and policies attached hereto, or hereafter adopted by the Landlord and made known to Tenant(s), shall have the same force and effect as covenants of said Lease Agreement and Tenant Handbook. NO other agreements of any kind, oral or otherwise, have been made. Tenant(s) covenant that they, their family or guests will read, observe and abide by all such rules and regulations. The provisions of these documents shall be binding upon and shall be for the benefit of the Tenant(s), Landlord and their respective successors in interest.

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31. **ABANDONMENT:** You have abandoned the apartment when all the following have occurred: (1) everyone appears to have moved out in our reasonable judgment (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment, (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment is not connected in your name; and (4) you've not responded for 2 days to our notice left on the outside of your entry door. In the event that the premises have been abandoned or upon termination of Lease term, any property left in the premises shall be deemed abandoned. The Landlord shall have the right to dispose of any property remaining on the premises after the termination of this Agreement. Such property shall be considered the Landlord's property and title shall vest in the Landlord. The Landlord is entitled to the reasonable disposal costs for disposal of any property abandoned.
32. **FAX & ELECTRONIC COMMUNICATION:** Execution of a facsimile counterpart of this Agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement. Tenant(s) agree to receive and/or obtain any and all Electronic Communications from United Apartments. "Electronic communications" include, but are not limited to, e-mails, text messages, and communications made by means of an Internet website. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures from United Apartments, as well as documents, statements, demand for possession of payment and/or service, and any other communications regarding your lease with United Apartments. Tenant(s) accept Electronic Communications provided from United Apartments as reasonable and proper notice, for the purpose of any and all rules and regulations.

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33. **CREDIT & CHARACTER REFERENCES:** Tenant expressly authorizes Landlord or Landlord's agent (including a collection agency) to obtain Tenant's consumer credit report, which Landlord or Landlord's agent may use if attempting to collect past due rent payments, late fees, or other charges from Tenant, both during the term of the lease and thereafter. This lease agreement is subject to a check of Tenant's credit and character references. Landlord shall then have the option of voiding this lease for any reason within seven (7) days after signing this lease. Landlord gives lessee(s) opportunity to opt-in to Credit Reporting to build credit history while making online payments through the website provided by a company called Paylease. Once opted in, your payments will be reported to the Credit Bureaus. This service is free of charge and you may opt out at any time. Please see terms and conditions under credit reporting in your tenant web access.
34. **UNAUTHORIZED OCCUPANTS:** Tenant understands that if others are found STAYING, LIVING OR STORING BELONGINGS in the apartment, an additional sum of \$5,000 per person will be due for people not signed on the original contract. Any person not a party to this lease who resides in the leased premises will be considered an unauthorized tenant who is residing in the leased premises. Such unauthorized tenancy may be in violation of a governmental licensing code and as such could constitute a material breach of this lease, subjecting Tenant to being evicted from the premises. Tenant agrees not to allow non-tenants (anyone not currently obligated to pay rent to Landlord) to store any belongings of any kind in tenants' apartment at any time. Any non-tenant's belongings must be removed within two (2) days of notification. Tenant can only store their own belongings in an apartment where they are signed on the lease.
35. **CANDLES/OILS/CIGARETTES:** Unattended lit candles are dangerous and pose a serious risk. For this reason, the use of candles in the apartments is strictly prohibited. The burning of materials such as candles, incense and oils, may cause damage considered to be beyond ordinary wear and tear, and Landlord's costs to correct this damage may be deducted from Tenant's security deposit. If there is excessive smoke damage from the use of cigarettes, costs to correct this damage may also be deducted from the Tenant's security deposit. If deposit does not cover cost of damages, Tenant will be billed.
36. **INDEMNITY:** Tenants agree to be responsible for and to save Landlord harmless from any damages (includes break-ins) to the apartment furnishings, outside doors, windows, siding, roof, common areas, the buildings within which the apartment is located or any property on which the building is located arising out of the acts or admissions of the Tenants, their guests, invitees, and/or agents, irrespective of any insurance purchased by the Landlord and whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, concurrent, joint, active, passive, or gross, of Tenants, their guests, invitees, or agents, except that the Tenants will have no liability to Landlord for any such claim if the liability is the result of the negligence or intentional act of Landlord.
37. **ACTS OF GOD:** Tenant agrees that they acknowledge that landlord or their agents is not responsible for damages or problems due to acts of god. Any associated problems will be addressed by landlord, but no discount or refund of rent will be given for acts of god.
38. **UNTENANTABILITY:** If the Premises become wholly untenable because of fire or other casualty, Landlord may cancel this lease by notifying Tenant in writing, and Tenants shall surrender the Premises to Landlord. If for the same reasons the Premises become partially untenable, or wholly untenable without Landlord canceling the lease, Landlord shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are untenable, unless the untenability is caused by negligence or intentional misconduct of Tenant, their guests, or invitees, in which case rent shall not abate. Landlord is not liable for failure to repair until Tenants have notified Landlord of the need for repair and a reasonable time to make the repair has passed thereafter. If 50% or more of the Premises are untenable, the Premises are "wholly untenable".
39. **AMENITIES:** Are offered as a "bonus" to tenants. Landlord/Agent shall have the right to cancel, change, or terminate at any time, without cause or notice and without any reduction in rent. Termination of such access for any reason shall not constitute a default on the part of Landlord or result in any claim by Tenant for termination of the lease or for damages.
40. **HIGH-SPEED INTERNET ACCESS:** Tenant(s) will receive high-speed internet access for the duration of their lease with United Apartments. Tenant(s) understand that their landlord has contracted with an internet service provider (the "Provider") so that tenant(s) may have high-speed internet access (the "Service") in the apartment. The use of the service by tenant(s) is subject to the terms and conditions set forth in the subscription contract landlord signs with provider of which can be viewed online at <https://www.cmsinter.net>.

Your ISP is CMS. They can be reached at (989) 779-1800, 131 S. Main St., Mt. Pleasant, MI 48858.

The use of the service by the tenant(s) is subject to the following terms and conditions:

1) **LANDLORD MAY DETERMINE PERMISSIBLE USES OF SERVICE**

Landlord reserves the right to determine at its sole discretion what uses of the service are and are not permissible.

2) **NO RENT ABATEMENT FOR SERVICE DISRUPTIONS**

Landlord shall in no way be liable or responsible for any loss, damage, or expense that the tenant(s) may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the service or if the quantity of the service supplied by the provider is no longer available or suitable for the tenant's requirements, and no such change, failure, interference, disruption, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or in any way entitle tenant(s) to any abatement or diminution of rent or in any way relieve tenant(s) from any obligation under the lease.

3) **TENANT(S) RESPONSIBLE FOR EQUIPMENT DAMAGE**

Tenant(s) agrees to indemnify and hold owner harmless from and against any and all claims, demands, costs, expenses (including attorney's fees) and causes of action arising out of, or in any way relating to, actions or inactions by tenant, including, but not limited to, any amounts owner is required to pay to cover the costs of any such damage to provider.

4) **ROUTERS – Wired and Wireless**

Tenants may use wireless or wired routers ONLY in complexes that are "wired" and do not offer wireless. There will be one router permitted per apartment. Prior to installing your router, you MUST either stop in to the provider's office with the router for an overview on how to properly hook it up, or hire the provider to come out and install the router. Either way, you are still using the router at your own risk. If we find a router that is hooked up backwards, the following actions will take place:

- The apartment will be charged up to \$300.00.
- The internet service for the entire apartment will be turned off.
- The service will not be turned back on until the router is either removed or hooked up properly and the charge is paid in full.

5) **TECHNICAL SUPPORT**

Basic technical support with connectivity issues is provided by United Apartment's internet service provider. This support includes basic configuration of desktop and notebook PC's only. Technical support is not provided for other devices including, but not limited to: Xbox, Playstation, Nintendo Wii, phones and tablets, etc. Tenants may register and use these devices at their own risk.

Tenant Initials

A.O.
A.O.

6) **VIRUS, SPYWARE, ETC.**

We strongly suggest keeping your computer up to date with the latest anit-virus and anti-spyware programs and definitions. Any computer found to be infected with viruses, spyware, or other malicious programs may be disconnected from the network at the discretion of United Apartment's internet service provider until the system is cleaned. In addition if the machine is not cleaned and is found to be causing problems for other tenants including but not limited to slow service, the tenants may be charged a maintenance fee of up to \$300.

41. Some apartment units may be part of a condominium project. Although certain units may be offered for sale from time to time, this will in no way affect your rights under this lease agreement. This lease will remain in effect for the entire term specified above.
42. **HOLDOVER TENANCY:** If the Tenant shall remain in possession following the end of the term of this lease, it shall be a lease from month to month only unless the parties otherwise agree in writing, subject to the applicable rental rate increases and all other applicable covenants, terms and conditions hereof, including any additional costs incurred by Landlord as a result of such holdover.

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.

