



## UNIVERSITY TOWERS

### UNIVERSITY TOWERS – LEASE AGREEMENT

*This is a binding contract. Please read carefully before signing.*

#### BASIC LEASE PROVISIONS

**1. PARTIES.** This Lease Agreement (the “Lease”) is between you, the resident(s): **Yagho Mota** (the “Resident” or the “Tenant”) and University Towers, LLC (the “Landlord”). The terms “you” and “your” “Tenant”, or “Resident” refer to Resident. The terms “we” or “our” or “us” refer to Landlord.

**2. PREMISES.** Landlord leases to Tenants a dwelling located at 536 South Forest Avenue, Ann Arbor, Michigan 48104, UNIT STYLE: **H Style SLL** (the Premises), including no parking spaces. The premises are furnished. All furnishings in furnished Premises are part of the Premises. Landlord shall identify the specific UNIT & BEDROOM (if applicable) in a written notice to Resident prior to the beginning of the Lease Term (as defined herein). To the extent practical, *in our sole judgment*, we will honor requests for a particular Unit or Bedroom.

**CONDITION OF THE PREMISES** You accept the Unit, fixtures, and furniture AS IS, except for conditions materially affecting the health or safety of ordinary persons. EXCEPT THOSE WARRANTIES REQUIRED BY LAW, WE DISCLAIM ALL IMPLIED WARRANTIES AND NO EXPRESS WARRANTIES HAVE BEEN MADE TO YOU. You will be given an Inventory Checklist upon move-in. Within 7 days after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered clean, safe, and in good working condition.

*THERE IS NO SPACE AVAILABLE AT THE PROPERTY TO STORE RESIDENT’S PERSONAL PROPERTY OR THE FURNITURE SUPPLIED WITH THE LEASED PREMISES.*

**3. TERM AND POSSESSION.** The lease Term runs from **August 15, 2024 at 2:00-5:00 PM to August 3, 2025 at 12:00 NOON**. Possession will be provided only after the first month’s rent, Security Deposit, and processing fee are paid. If none of the Tenants take possession on the day it is to be provided, and if by that day Tenants have not notified Landlord in writing that they will take possession on a later day, Landlord may presume conclusively that Tenants have abandoned the Premises and re-rent them. In the event Landlord cannot deliver possession of the Leased Premises to Resident at the commencement of the Lease Term due to construction, repairs or the holdover of a previous resident, Landlord shall have no liability, the Lease will remain in full force, and the Rent herein provided shall abate for the period the Premises are not available for Resident’s occupancy. University Towers does not cancel leases for any reason except paragraph 14.

There shall be no Rent abatement for cleaning or repairs that do not prevent Resident from occupying the Unit.

**4. RENT.** The Total Contract Amount of **\$19,794.00** represents the total cost to the Resident(s) to occupy a specified Unit & Bedroom (if applicable) in the Property for the Lease Term. For convenience, the Total Contract Amount has been broken into **12** equal monthly installments of **\$1,649.50** (the “Rent”).

The initial installment shall be paid on or before **August 1, 2024**,. Remaining rent shall be paid in consecutive installments due on the first day of each month beginning on **September 1, 2024**. The final installment is due on or before **July 1, 2025**.

Rent shall be delivered to Landlord at the above address or paid through Landlord’s online portal, unless otherwise directed by Landlord in writing. Rent is paid only when actually received by Landlord. Landlord is not responsible for mail service.



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We may, at our option, require at any time that you pay all Rent and other sums by online credit card payment, certified/cashier's check, MoneyGram, or one monthly check rather than multiple checks. We will not accept personal checks after the **10th** of the month. Cash, international funds, or temporary checks will not be accepted.

Except as allowed under applicable law, you have no right to withhold Rent for any purpose, including an act of God or the fact that in-person classes at the University of Michigan have been cancelled.

**5. SECURITY DEPOSIT.** The total security deposit for Resident is **\$200.00**, due on the date this Lease is signed. Landlord will not retain an amount that exceeds one and one-half months' rent for all total refundable deposits. Nonrefundable fees do not affect these calculations.

***This deposit is not rent and shall never be applied by the Resident as payment in whole or in part of any Monthly Installment including the last Monthly Installment due under the Lease.*** In the event of any damage to property beyond normal wear, deductions against the security deposit exceeding the amount of the security deposit shall immediately become due and payable from the Resident. This provision shall survive the termination of the Lease. In the event Landlord elects to repair damage to Landlord's property caused by Resident during the Lease Term, the cost of such repair shall be deducted from Resident's Security Deposit and Resident shall promptly deposit with Landlord that amount necessary to re-establish the required Security Deposit.

The Security deposit will be returned to Resident within thirty **(30) days** after the LEASE END DATE if all the following conditions are met to the satisfaction of the Landlord:

- No damage to property beyond normal wear and tear to Landlord's property, walls, doors, appliances, window coverings, carpeting, floors, furniture, fixtures, cabinetry, countertops, and shower doors (stains, burns, tears, holes, etc. are not considered normal wear).
- Rent is not in arrearage under this Lease.
- Rent is not due for premature termination of the Lease.
- The Resident has paid all required utility bills and other amounts due under the terms of the Lease.

If any deductions are made from the Security Deposit, Landlord shall mail an itemized list to the Resident of those items to be deducted from the Security Deposit including any outstanding Rent, utilities, fines and the estimated cost to repair any damages to Landlord's property. The list will be accompanied by a check for the difference between the amounts deducted by Landlord and the amount of the Security Deposit held. The Resident will have 7 days to dispute the amounts deducted by Landlord. If there is more than one tenant, any refund check will be issued in the names of all tenants, unless otherwise agreed in writing.

**NOTICE:** Our name and address for receipt of communications under the Landlord and Tenant Relationships Act, MCL 554.601 is: **University Towers, 536 S. Forest Ave. Ann Arbor, MI 48104**

The name and address of the financial institution where your deposit will be held is: PNC Bank 1107 S. University Ave. Ste. A Ann Arbor, MI 48104.

**NOTICE:** You must notify your Landlord in writing within four **(4)** days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your Landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.



**6. NONREFUNDABLE PROCESSING FEE.** Tenants shall pay a nonrefundable Processing Fee of **\$150.00** the date the lease is signed and before receiving possession of the Premises.

**7. APPLICATION OF PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; sixth to charges, fines, and assessments against Landlord caused by Tenants; seventh to rent. All sums other than rent are due upon our demand.

**8. LATE FEES AND DISHONORED CHECKS.** Tenants shall pay Landlord a late fee of \$20.00 when a rental installment is not received by 8pm on the 3<sup>rd</sup> day of the month and an additional late fee of \$30.00 when a rental installment is not received by 8pm on the 10<sup>th</sup> day of the month. Rent must be *received* by Landlord on those dates – postmarks and other evidence of mailing notwithstanding. Partial payment of a rental installment does not abate late fees. In addition to late fees, If Tenant give Landlord a check (including electronic check) that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a cashier's check or money order or online credit card. After two returned checks, you must make all future payments by cashier's check or money order or online credit card. You will also pay a charge of **\$25.00** for each returned check or rejected electronic check, plus applicable late charges from due date until we receive acceptable payment. Rejected electronic check payments will be required to pay the original convenience fee. If you do not pay Rent on time, you will be delinquent and all remedies under state law and this Lease as further detailed in paragraph 44 will be authorized.

**9. CHRONIC LATE PAYMENT OF RENT.** Rent is due on the first of each month, and notwithstanding Paragraph 8, Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment means failing to pay rent by the due date on three or more occasions during this lease or any extension.

### **Ann Arbor Truth in Renting Notice**

**Some things your landlord writes in the lease or says to you may not be correct representation of your rights.**

**Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.**

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

Landlord has neither told you nor written anything in your lease that is known to be deceptive or a misrepresentation of your rights, however the statement contained in the outline above is required by City charter.



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**10. UTILITIES.** For the entire Term, Tenants shall place electricity service for the Premises into their names, maintain uninterrupted service, and timely pay all utility bills. Tenants shall pay all charges of utility providers because of late payment or other default. Landlord is not responsible for utility service interruptions that are beyond its control or due to necessary repairs, replacements, or alterations.

We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

**11. INSURANCE.** Landlord and its agents do not provide any insurance coverage for personal property of Tenants, their guests or invitees, and shall not be liable for any damage, loss, or destruction of such property from any cause, including acts or omissions of third parties, unless caused by Landlord's or its agents' nonperformance or negligent performance of a duty imposed by law or by their grossly negligent or intentional actions. **TENANTS SHALL INSURE THEIR PERSONAL PROPERTY AND PROVIDE LANDLORD WITH PROOF THEREOF PRIOR TO RECEIVING POSSESSION OF THE PREMISES AND MAINTAIN INSURANCE THROUGHOUT THE TERM OF THE LEASE.**

**12. PROPERTY COMMON AREAS AND AMENITIES.** Landlord, in its sole discretion, may close and/or restrict access to (in full and/or in part any portion (or all) of the Common Areas for such periods of time as may be reasonably necessary to: (a) complete construction, (b) prevent the public from obtaining prescriptive rights; (c) make repairs or alterations; (d) comply with applicable law; (e) promote the health, safety, and/or well-being of residents, visitors, and/or guests; and/or (f) for any reason permitted by law, and Resident's covenant to pay Rent and any other charges required to be paid by Resident hereunder shall not be in any way affected during any such closure. RESIDENT EXPRESSLY ACKNOWLEDGES THAT RESIDENT'S USE, ACCESS, ENJOYMENT OF THE PROPERTY COMMON AREAS IS NOT A MATERIAL PART OF THE LEASE AND FURTHER IT WAS NOT MATERIAL TO RESIDENT'S INDUCEMENT TO ENTER INTO THE LEASE.

### SPECIAL PROVISIONS AND "WHAT IF" CLAUSES

**13. DISCLOSURE RIGHTS.** Any attached disclosures are incorporated into this Lease. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes or for any other legitimate purpose, as reasonably determined by Landlord, we may provide it.

**14. RELEASE OF RESIDENT.** A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligations under MCL 554.601b. Such release is limited to the Tenant to whom the foregoing applies, and the lease, including joint and several liability, if any, continues in full force and effect for remaining Tenants.

**MILITARY PERSONNEL CLAUSE.** The Service members Civil Relief Act ("SCRA") applies to this lease. Resident may terminate this lease if Resident demonstrates that Resident meets the requirements under the SCRA and any applicable state law.

### WHILE YOU'RE LIVING IN THE PROPERTY

**15. OCCUPANCY.** Resident must live in the leased premises. Resident shall use the premises only as a private dwelling. The occupancy level shall be established by Landlord and shall not exceed applicable housing codes. Resident agrees that Tenant shall use and occupy the Leased premises for residential purposes only and in compliance with all state laws and local ordinances. Resident further agrees to refrain from any conduct that disturbs or interferes with the privacy and quiet enjoyment of other building occupants.



**16. GUESTS.** Although Resident may occasionally have visitors, it is understood that occupancy of the Unit is expressly reserved for Residents only. Any persons occupying the Unit as a guest for more than three (3) days during any thirty (30) day period during the Lease Term shall be deemed an unauthorized occupant. The occupancy of the Unit by an unauthorized occupant shall be deemed a material Default of this Lease and the Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) an amount of Rent for the guest equal to that being paid by Resident in addition to any other damages provided in this Lease including the right to end your occupancy in the Leased Premises.

At no time may the number of guests in the Unit exceed (a) 4 guests per resident and (b) 8 guests in total.

**17. PROPERTY RULES & REGULATIONS.** You and all guests must comply with any written Property Rules and Regulations. These rules are designed to protect our Property, ensure harmonious living and compliance with dictates of local governmental authorities, including health directives. Our rules are considered part of this Lease and are

incorporated herein for all purposes. We may make reasonable changes to written rules, effective immediately upon their distribution.

**18. USE AND CONDUCT RULES.** Resident may use and occupy the Leased Premises for residential purposes only. Resident may not conduct any commercial enterprise at the Property. Resident shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or any nuisance at the Property. You or your guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) or disrupting Landlord's business operations, in or near the Property.

- a) **ALCOHOLIC BEVERAGES.** Possession and consumption of alcoholic beverages by Resident and guests must be in full compliance with local, state and federal laws and regulations as well as the Property rules and regulations.
- b) **CONTROLLED SUBSTANCES.** Residents or guests may not possess, use, sell, or manufacture illegal narcotics, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals or their associated paraphernalia at the Property.
- c) **MARIJUANA.** Smoking, growing or cultivating marijuana is prohibited anywhere in or on the premises, regardless of whether Tenant or any other person is a qualifying patient under the Michigan Medical Marijuana Act.
- d) **SMOKING.** Residents may not smoke or allow guests to smoke anything, including e- cigarettes, while on the Property.
- e) **WEAPONS AND VIOLENCE.** Residents or guests may not engage in or threaten violence; Resident may not have any handgun, firearm, or weapon of any type, or any explosive, flammable or hazardous substance, or anything else of a dangerous nature at the Property. In the event Resident violates the immediately preceding sentence, Resident shall be in immediate default of this Lease, and Landlord may exercise its rights hereunder (including the right to evict Resident) without notice or cure, to the extent permitted by law.
- f) **OTHER PROHIBITED ACTIVITIES.** Resident or Resident's guests are prohibited from storing anything in closets having gas appliances; tampering with utilities or telecommunications; using windows for entry or exit; heating the Bedroom or Unit with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.
- g) **NOTIFICATION.** It is YOUR responsibility, not University Towers responsibility, to notify the proper authorities if you suspect a Roommate or guest is engaged in illegal activities.



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**19. PARKING AND BICYCLES.** There is no parking for automobiles provided at the Property for residents or guests. Motorcycles or motorized bikes may not be parked inside a Bedroom, Unit or Common Areas of the Property. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it parked in a fire lane; designated no parking area or area providing access to the service areas of the building.

**BICYCLES** Bicycles are not permitted in the Common Areas of the Property, including the lobby, elevators, and passageways. Any bicycle left at the Property after termination of your occupancy, will be considered abandoned subject to disposal in accordance with Paragraph 38 of this Lease. Landlord is not responsible for lost, stolen or damaged bicycles

**20. EXTENDED PHYSICAL ABSENCE.** If you are absent from the Leased Premises for an extended period at any point during the Lease Term, you agree to periodically check-in on your Leased Premises. You understand that you are fully responsible for your Unit if preventable property damage (including, but not limited to, damage caused by water leaks, power outages, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, freezing pipes or drains, uncontrollable running water, pest & vermin infestation, electrical shorts, crime in-progress, etc.) occurs during your extended absence.

**21. MAINTENANCE, ALTERATIONS AND REPAIR.** You must use customary diligence in maintaining the Leased Premises and not damage or litter the Property. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the Leased Premises. No excessive holes or stickers are allowed inside or outside the Leased Premises. We will permit a reasonable number of small nail holes for hanging pictures unless our rules state otherwise. No water furniture, additional phone or cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed and Landlord has consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, fixtures, telephone, cable and internet wiring, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Unit. After that, you will replace them at your expense with bulbs of the same type and wattage. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather, (1) keep the Leased Premises heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets (4) ensure windows are properly secured. You will be liable for damage to our and others property if damage is caused by broken water pipes due to your violating these requirements. Your improvements to the Unit (whether we consent or not) become ours at the termination of the Lease unless we agree otherwise in writing.

**22. CLEANING.** You are required to keep the Leased Premises clean in keeping with the first-class nature of the Property, in consideration of the other residents living in the Unit, to prevent infestations of pests and to protect the reputation of the Property. If you fail to do so you will be subject to a Cleanliness Fine of \$250 (the "Cleanliness Fine") and Landlord's cost to clean. The specific cleaning requirements found under Paragraph 37 apply during the Term of the Lease. You are subject to the Cleanliness Fine and Landlord's cost to clean if you fail to keep your Bedroom reasonably clean. All Roommates in a Unit are each subject to a separate Cleanliness Fine and their pro-rata share of the Landlord's cost to clean if the Common Areas of the Unit are not kept reasonably clean. Other than at Move-Out or Lease Turnover, Landlord shall provide written notice to Resident and a three (3) day opportunity to clean before imposing any Cleanliness Fines or costs.

*Landlord, in its reasonable discretion, will impose the Cleanliness Fine for filth or unsanitary conditions. It will not be imposed for general messiness.*

**23. NOTIFICATION REQUIREMENTS.** In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems;



carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety such as broken or malfunctioning security or fire alarm systems.

**24. SERVICE REQUESTS.** Except in the event of an emergency, if you have a request for repairs or services to the Leased Premises, or repairs or replacements of security devices, the request must be in writing to us. Service requests will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

Neither Landlord nor its Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the premises because we or our Manager are making repairs, alterations or improvements to the Leased Premises or Property.

**25. ANIMALS.** Except as required by the Fair Housing Act or other applicable law, animals/pets are not allowed on the premises at any time. Any violation of this clause of this lease agreement shall be grounds for immediate termination of Resident's tenancy and Landlord may assess a pet fee of \$500.00. **A Tenant seeking a reasonable accommodation under the Fair Housing Act must provide documentation from a qualified professional that the individual is disabled and that the requested accommodation is necessary for the Resident to enjoy the unit as someone without a disability.** We reserve the right to require removal of your animal if it is not housebroken or if it is a demonstrated threat to the residents of the Property. You are required to ensure proper liability insurance covering any incidents that may occur with your service animal or ESA.

You must not feed stray or wild animals. If you or any of your guests violate animal restrictions (with or without your knowledge), you will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Unit at any time during your term of occupancy (with or without your consent) we will charge you for pest control (fleas and ticks), deodorizing, shampooing and replacement of carpeting, if required. Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and rules. We may remove an unauthorized animal by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal. We may assess a \$250 charge ("Animal Fine") for our time and inconvenience in our lawful removal of an animal. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we will not be liable for loss harm, sickness, or death of the animal unless due to our gross negligence. You must pay for the animal's reasonable care and kenneling charges. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority upon payment of the Animal Fine and other charges associated with the animal. We have no lien on the animal for any purpose.

**26. RIGHT OF ACCESS.** Except as otherwise regulated by law, after a good faith effort to give notice, Landlord shall have the right of access to the Leased Premises for inspection and maintenance during reasonable hours. The Landlord shall knock on the door and announce the Landlord's presence at the time of entry. In case of emergency, Landlord may enter at any time, without notice, to protect life and prevent damage to the property. Resident authorizes Landlord to show the Leased Premises to prospective renters after Resident has given notice of termination. The Landlord will be conducting periodic inspections for the purposes of pest control, and preventative maintenance repairs and adherence to Property Rules and Regulations. Whenever possible, notice will be given of such inspections.

**27. QUIET ENJOYMENT.** Tenant shall be entitled to the quiet enjoyment of the premises during the term of the Lease, so long as Tenant complies with the provisions of this Lease.



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**28. EMERGENCY ACCESS.** If we reasonably believe an “Emergency Situation” exists such that you have died, are seriously ill, missing, or incarcerated (any one or all these events shall be referred to as “Emergency Situation”) we MAY, at our option, but are not required to do so, permit your emergency contact listed on your Application to enter your space.

You acknowledge we may require certain documentation, including but not limited to: affidavit(s), court order(s), proof of the Emergency Situation, and/or indemnification agreements as well as proof of identification emergency contact. In the event we erroneously permit access to the emergency contact when there was no Emergency Situation, you agree to release us from all liability for permitting access by one of the above individuals. You agree to promptly reimburse us for our costs, including legal fees and court costs associated with handling any Emergency Situation.

### **Ann Arbor Privacy Ordinance**

**NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH, ANN ARBOR, MI**

If the Resident initiates entry restrictions in compliance with Housing Code 8:529, the Landlord may still enter the Leased Premises for repairs, maintenance, code inspection, showing the property for sale or lease, appraisals, insurance inspections or such other purposes reasonably related to the operation of the Property.

**29. DAMAGES AND REIMBURSEMENT.** The Resident is responsible for any damages caused by Resident or their guests to the Leased Premises or Property Common Areas by willful conduct, omissions or negligence or any other cause not due to the negligence of Landlord or its Manager. You must promptly submit payment in full for any loss, damage, consequential damages, government fines or charges, or cost of repairs or service. Landlord may require payment at any time, including advance payment of repairs for which the Resident is liable. Delay in demanding sums you owe is not a waiver. This provision shall survive the Termination of the Lease. All such rights are hereby expressly reserved.

We are not liable to you or your guests for personal injury or damage loss of personal property from any cause, including but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our gross negligence or the gross negligence of the Manager or as otherwise required by law.

**30. KEYS.** Landlord may retain a key to the Premises throughout the lease. Tenants shall not change any lock without Landlord’s prior written consent, and Tenants shall provide Landlord with a key to any new or altered lock immediately upon its installation. Landlord may charge Tenants a reasonable amount for replacing lost or damaged keys and for assisting Tenants in gaining entry to the Premises.

### **SAFETY AND SECURITY GUIDELINES FOR RESIDENTS**

**31. CRIME OR EMERGENCY.** Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. **Unless otherwise provided by law, we are not liable to you or any guests for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.**





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**You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime.** Even if previously provided we are not obligated to furnish security personnel,

patrols, lighting, gate or fences or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Property. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**32. SECURITY GUIDELINES.** We care about your safety and that of other residents and guests. No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems do not exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

We recommend that all Residents use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then to us.
- Do not go inside if you find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks are properly secured at all times.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit such as stairways and back service areas.
- Do not put your name or address on your key ring. If you lose a Security Fob/Card or have concerns about its safety, we will change your Security fobs/card access at your expense, in accordance with the Lease.
- Check the door viewer before answering the door. Do not open the door if you do not know the person or have any doubts.
- Immediately report to us in writing (dated and signed) any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave your Unit, make sure someone knows where you are going and when you plan to be back.
- Lock your doors & secure windows while you are gone.
- Close blinds and window shades at night.
- Know at least two exit routes from your Leased Premises, if possible.
- Do not give access to Security Fobs/keys to anyone.

**33. SMOKE DETECTORS.** We will furnish smoke detectors as required by statute or city ordinance, and we will test them and provide working batteries when you first take possession. You must immediately report smoke detector malfunctions to us. Neither you nor others may tamper, remove or disable smoke detectors. **If you damage or disable the smoke detector or remove a battery, you will be liable to us and others for any loss, damage, or fines from fire, smoke or water.**



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### MOVE OUT/LEASE TURNOVER

**34. MOVE-OUT PROCEDURES.** The move-out date cannot be changed unless we and you both agree in writing. You will not stay beyond the date and time you are supposed to move out. You must give Landlord, in writing, your forwarding address upon returning your keys.

**35. NO HOLD-OVER OCCUPANCY.** No hold-over occupancy is permitted without the permission of the Landlord. Any person who refuses to vacate the premises at the expiration of the lease term as specified may be evicted without further notice as allowed by law.

**36. HOLD-OVER TENANCY.** In the event Tenant holds over without Landlord's consent, the rent during the holdover period shall be two times the lease rent, prorated for the period Tenant is in possession of the Premises. It is agreed that if the Tenant continues in possession of the leased premises with the Landlord's consent, then such holdover shall operate as an extension of the Lease from month to month only. In such an event, all of the terms and conditions of this Lease Agreement, except for those pertaining to the rental rate and the term of the Lease, shall remain in effect unless otherwise modified in writing, signed by all parties.

**37. CLEANING.** Before vacating the Leased Premises, you must thoroughly clean the Leased Premises, including doors, windows, floors, furniture, bathrooms and bathroom fixtures and shower doors, kitchen appliances, cabinetry (inside and out), countertops, etc. All trash must be removed from the Unit. The interiors of the refrigerators, freezers, and cabinets must be emptied and thoroughly cleaned. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you will be subject to reasonable cleaning charges, including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled or damaged beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident or abuse.)

**LEASE TURNOVER CLEANING.** If you have signed a new Lease to remain in the Lease Premises beyond the expiration of this Lease Term, you are still required to thoroughly clean the Common Area of the Unit to accommodate the new residents that will be moving into the Unit. The Common Areas of the Unit must be thoroughly cleaned as detailed in the paragraph above. In addition, all trash receptacles shall be cleaned and deodorized and you must dispose of any spoiled and expired food. Adequate storage space must be available to accommodate new residents, (e.g., if 2 new residents are moving into a 4 bedroom unit, then at least 50% of the space in the refrigerator, freezer and cabinetry shall be available for the use of the new residents.).

If, upon Lease Turnover, the common areas of the Units are not cleaned in accordance with the above provision by the new lease start date, then each resident then in occupancy in that Unit, will be assessed the cost of cleaning the Unit.

**38. DISPOSITION OF PERSONAL PROPERTY.** Resident shall be fully responsible for the removal from the Leased Premises of all personal property of Resident or Resident's guests prior to: the surrender or abandonment of the Unit; the termination of this Lease by lawful eviction; or the expiration of the Term. **Any personal property remaining in the Leased Premises shall be deemed abandoned and title shall vest in Landlord and Landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with Applicable Law.** Landlord shall be entitled to recover from Resident the expenses incurred by Landlord in connection with handling, storing or otherwise disposing of such abandoned personal property.

**39. MOVE-OUT INSPECTION.** A Landlord representative will inspect the unit at the lease end date and time. Our representative has no authority to bind or limit us regarding deductions for Cleaning Fines, repairs, damages, or charges.

Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.



## UNIVERSITY TOWERS

**40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; unpaid fines, repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Unit and is missing; replacing dead or missing smoke detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Unit when you or any guest or occupant is missing a Security Fob/keys; Security Fobs and keys unreturned on or before your actual move-out date; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; reletting charges; packing, removing, or storing property removed or stored under paragraph 38; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpster; false security alarm charges unless due to our gross negligence; animal-related charges; government fees or fines against us for violation (by you or your guests) of local ordinances relating to smoke detectors, false alarms, recycling, health advisories, or other matters; late-payment and returned check charges; legal costs, collection costs, or attorney fees specifically permitted by statute; and other sums due under this Lease. Only those charges allowed by law will be assessed against your deposit.

**41. ABANDONMENT.** If during the Term Landlord believes that Tenants have abandoned the Premises and current rent is unpaid, Landlord may enter the Premises and remove remaining possessions of Tenants without liability therefor. Abandonment is presumed conclusively if rent is unpaid for fifteen days following the due date and (a) a substantial portion of Tenants' possessions have been removed or (b) acquaintances of Tenants or other reliable sources advise Landlord that Tenants have left without intending to re-occupy the Premises. If Tenants abandon or surrender the Premises at any time and leave personal property there, Landlord may dispose of it however Landlord chooses, and Tenants shall reimburse Landlord for all costs it incurs in that regard.

## SUBLETTING

**42. SUBLETTING.** You may not sublet the Leased Premises without our express written consent. If we consent a sublease of the Leased Premises, all rent and other payments must be made by the original Tenant(s) directly to Landlord. All sub-residents approved by us agree to comply with all the terms of this Lease as if they had originally executed this Lease. You will remain liable to us for payment of the rent and other sums due under this Lease and for performance of the obligations contained in this Lease even after a sublease is approved by us. Our consent to one sublease will not be construed as consent to any further request for a sublease or a waiver of our right, in our sole discretion, to deny future requests. WE ARE NOT RESPONSIBLE FOR FINDING YOU A SUB-RESIDENT. You will be liable for a sublease charge in the amount of \$200.00 prior to sublease approval.

## DEFAULT

**43. DEFAULT BY RESIDENT.** You are in violation of this Lease if:

- a) you fail to pay Rent or any other amount owed under this Lease.
- b) you or your guest violate this Lease, any addendum, or our written Property Rules and Regulations,
- c) you or your guest violate any fire, health or criminal laws, regardless of whether arrest or conviction occurs.
- d) you fail to move into the Leased Premises after completion of all required documentation, or, if you abandon the Leased Premises.
- e) you or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted and the Roommate preference card.



## UNIVERSITY TOWERS

- f) you or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- g) any illegal drugs or illegal drug paraphernalia are found in the Leased Premises; or
- h) you fail to pay any fine, charge, or penalty within **ten (10) days** after it is levied in accordance with this Lease or the Property Policies.
- i) Tenant attempts to assign his/her right in this Agreement or to sublet the premises;
- j) Tenant is declared bankrupt under the laws of the United States;
- k) A receiver is appointed over your property;
- l) This Lease may be terminated when a Tenant holds over premises for twenty four (24) hours following service of a written demand for possession for termination of the Lease by Landlord if a Tenant, a member of Tenant's household, or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises.
- m) Tenant, a member of Tenant's household or a person under Tenant's control while on real property owned or managed by Landlord causes or threatens physical injury to another person.

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

- a) collect any fine imposed by this Lease or written Property policies or rules and regulations.
- b) engage a collection agency or attorney and/or commence legal proceedings to collect past due Rent and any other amounts due for damages, fines or costs in accordance with the terms of this Lease.
- c) terminate the Lease and your right to occupy the Leased Premises and institute an action for eviction, by giving you written notice as required by law.
- d) report all violations to credit reporting agencies.
- e) all unpaid amounts will bear interest at a rate equal to the lesser of (a) twelve (12%) percent per year or (b) the maximum amount allowable by Applicable Law, in each case, from the date originally due through the date of payment.

**IN THE EVENT THE LANDLORD IS REQUIRED TO BRING ANY COLLECTION ACTION OR LEGAL PROCEEDING FOR THE ENFORCEMENT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RESIDENT'S FAILURE TO TIMELY PAY RENT OR BECAUSE AN ALLEGED BREACH, DEFAULT OR MISREPRESENTATION IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, THE LANDLORD SHALL BE ENTITLED TO RECOVER REASONABLE COLLECTION FEES, ATTORNEY FEES AND OTHER COSTS INCURRED IN THE PROCEEDING WHETHER OR NOT THE ACTION PROCEEDS TO JUDGMENT, IN ADDITION TO ANY OTHER RELIEF WHICH IT MAY BE ENTITLED.**

## GENERAL CLAUSES

**45. NON-LIABILITY OF LANDLORD.** Except as required by law, Landlord, its officers, agents, and employees, shall not be liable in any manner for any loss, injury, or damage to person or property caused by, or arising out of the acts or omissions of Resident, Resident's agents, invitees, and guests, as well as third parties, arising out of the use or occupancy of the Leased Premises, including but not limited to, acts of theft, burglary, vandalism, assault, or other criminal activity committed on the Property and/or Unit, or arising out of the use of any, fitness facilities or other Property Common Areas provided by Landlord for the benefit of Resident and other residents at the Property.



## UNIVERSITY TOWERS

RESIDENT AGREES TO AND HEREBY DOES RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, COSTS, LIABILITIES, DAMAGES, AND EXPENSES, FOR INJURY, LOSS, OR DAMAGES TO PERSON OR PROPERTY, REGARDLESS OF CAUSE, ARISING OUT OF OR RESULTING FROM DAMAGE, INJURY, OR LOSS ALLEGED TO HAVE BEEN SUSTAINED BY, OR CAUSED BY, OR TO HAVE ARISEN FROM THE ACTS OR OMISSIONS OF, RESIDENT, RESIDENT'S AGENTS, INVITEES, AND GUESTS; WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE GENERALITY OF THE ABOVE, LANDLORD IS HEREBY RELEASED AND INDEMNIFIED BY RESIDENT FROM LIABILITY FOR ANY CLAIMS ARISING FROM ACTS OF THEFT, BURGLARY, VANDALISM, ASSAULT, AND OTHER CRIMINAL ACTIVITY COMMITTED ON, OR USE OF THE PROPERTY INCLUDING ANY OF THE COMMON AREAS (INCLUDING ANY RECREATIONAL FACILITIES) ON THE UNIT AND PROPERTY BY RESIDENT, ITS GUESTS OR INVITEES. Resident assumes all risk of use of any Common Areas (including any recreational facilities). Notwithstanding the foregoing, Resident shall not indemnify Landlord for losses caused by or resulting from the sole gross negligence of Landlord or its agents or employees or for any liability of Landlord arising under Applicable Law.

We are not liable to you or your guests for personal injury or damage, or loss of personal property from any cause, including but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent caused by Landlord's gross negligence.

**46. LIMITATIONS ON ACTIONS:** TO THE EXTENT ALLOWED BY LAW, RESIDENT AGREES AND UNDERSTANDS THAT ANY LEGAL ACTION AGAINST MANAGEMENT OR LANDLORD MUST BE INSTITUTED WITHIN ONE YEAR OF THE DATE OF ANY

CLAIM OR CAUSE OF ACTION ARISES AND THAT ANY ACTION FILED AFTER ONE YEAR FROM SUCH DATE SHALL BE TIME BARRED AS A MATTER OF LAW.

**47. ENTIRE AGREEMENT.** This Lease, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement between the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing and initialing this Lease, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in this Lease, regardless of whether made orally or in writing prior to or contemporaneous with this Lease. The parties further acknowledge that they have freely entered into this Lease after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as to meaning of its terms and the advisability of agreeing thereto.

Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens or other rights, is not a waiver under any circumstance. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default.

Written notice to or from our Manager constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may be given by email.

Exercising one remedy will not constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company employee is personally liable for



## UNIVERSITY TOWERS

any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any pages invalidates this Lease. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease obligations must be performed in the county where the Property is located.

**48. TENANT'S APPLICATION.** It is understood that the Tenant's application for rent is incorporated and made a part of this Lease. Tenant acknowledges that Landlord relies on the representations contained in the application. Any false statement or material omission may result in Landlord's immediate termination of Tenant's occupancy.

**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. (Mich. Comp. Law 554.634)**

**49. AMENDMENT.** This Lease may be amended only in writing, signed by all parties; except that on thirty days written notice to Tenants, Landlord may amend this Lease to conform with changes required by federal, state, or local law, rule, or regulation or to implement changes in rules relating to the Premises that are required to protect the physical health, safety, or peaceful enjoyment of Tenants and guests.

**50. CAPTIONS.** Paragraph captions are to assist with identification and have no legal significance.

**51. WAIVER.** Landlord's nonenforcement of a provision of this lease on one (1) or more occasions is not a continuing waiver of Landlord's right to enforce the provision, and its consent to an act of Tenants on one (1) or more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Tenants. No breach is waived by Landlord unless waived in writing.

**52. SEVERABILITY.** A court ruling that a portion of this Lease is invalid or the parties' written agreement not to observe a portion of this Lease shall not invalidate any other clauses of this Lease

**53. SUCCESSORS BOUND.** Heirs, successors, assigns, and representatives of Landlord and Tenants shall be bound by the covenants of this Lease.

**54. JOINT AND SEVERAL LIABILITY.** When there is more than one Tenant on the lease, each Tenant is jointly and severally (individually) liable for its full performance.

**55. UNTENANTABILITY.** If the Premises become wholly untenable because of fire or other casualty, Landlord may terminate this lease by written notice to Tenants, and Tenants shall surrender the Premises to Landlord. If for the same reasons the Premises become partially untenable, or wholly untenable without Landlord's terminating 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 Tenants or their family, occupants, employees, guests, invitees, agents, or anyone on the Premises by reason of association with any of them, in which case rent shall not abate. Landlord is not liable for failure to repair until Tenants notify Landlord of the need for repair and a reasonable time to



## UNIVERSITY TOWERS

make the repair has passed thereafter. For purposes of Landlord's right to terminate this lease, the Premises are "wholly untenable" if 50 percent or more of the Premises are untenable.

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

### **Ann Arbor Rights and Duties of Tenants**

**By execution of this lease, resident acknowledges receipt of "Rights and Duties of Tenants", a booklet provided by the City of Ann Arbor, and receipt of specific information on how to register to vote and the requirements to register, and notice that election and registration information is available on the Secretary of State and city's website, as provided by the City Clerk. Resident also acknowledges receipt of information concerning Ann Arbor's Non-Discrimination Ordinance and information required by Ann Arbor's Fair Chance Access to Housing Ordinance.**

**57. APPLICABLE LAW.** This Lease is entered into in the State of Michigan, and the rights and obligations of Landlord and Resident hereunder are subject to all applicable local, state and Federal laws, statutes, regulations and ordinances, as amended and in effect from time to time ("Applicable Law"). If any provision of this Lease is held to be invalid or unenforceable under Applicable Law, then such provision shall be deemed to be amended so as to be in conformity with Applicable Law, and the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby. In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.

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

**59. WATER/SEWER FEE.** Tenants shall pay a water/sewer fee of **\$325.00 per Tenant** for the term of the lease. This fee is due with the initial rental installment.

**60. ADDITIONAL TERMS.** If you have occupied your rental unit for more than thirteen months, you may terminate your lease by a sixty-day written notice to the Landlord if either of the following occurs: (1) You have become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provide the Landlord with written proof of that eligibility; or (2) You have become incapable during the lease term of living independently as certified by a physician in a notarized statement.



## UNIVERSITY TOWERS

### 61. OTHER.

I have read and understand the entire lease. I voluntarily agree to all its terms and conditions.

Tenant Signature	<u><i>Gagho Franco Grossi Mota</i></u>	<u>Mar 2, 2024</u>
	Print	Date

Tenant Signature	Print	Date
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Tenant Signature	Print	Date
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Tenant Signature	Print	Date
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<u><i>[Signature]</i></u>	<u>3/2/24</u>
Landlord Signature	Date

**Lease on Apartment Style: H Style SLL**

**Lease Term: 08/15/24 - 08/3/25**

University Towers  
536 S. Forest Ave.  
Ann Arbor, MI 48104  
734-761-2680 P  
734-761-2027 F

Lease Revised September 2023