

Residential Lease Agreement – Student Housing Communities

THIS RESIDENTIAL LEASE AGREEMENT ("Agreement") is made the _____ day of _____ (Execution Date) by and between: _____ ("Resident"), and The Village at 48 West, LLC ("Owner").

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.

Resident desires to lease from Owner, and Owner has agreed to lease to Resident shared occupancy of an apartment commonly known as 10897 48th Avenue # apt, Allendale, MI 49401 ("Premises"), and the exclusive right to occupy bedroom **Letter** ("Bedroom/Exclusive Space"), located in The Village at 48 West Apartments and Town Homes ("Community"), together with any furnishings, fixtures and other personal property located in or about the Premises and furnished by Owner for Residents' use in connection therewith, but expressly excluding the outside walls of the Premises, upon the terms and conditions stated in this Agreement.

Residents and Owner therefore agree as follows:

1. Lease Term & Acknowledgment.

- A. The original term of this Agreement shall begin on _____ (the "Commencement Date") and end at 10:00 am on _____ (the "Termination Date"). Resident is liable under the terms of the Agreement for the full Lease Term. Resident shall not be released from liability under this Agreement due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Premises, bad health, or for any other reason, except for involuntary military service. Resident may not occupy the Premises until the Agreement, and all Amendments and Guaranty, are fully endorsed and delivered with payment to Owner.
- B. Pre-Leasing Acknowledgement: In the event the Bedroom/Exclusive Space and/or the Premises are not assigned to Resident as of the Execution Date, Resident acknowledges and agrees that the blanks next to these terms will be assigned at a later date in accordance with this provision. Resident acknowledges and agrees that Resident will sign in Owner's discretion, either an amendment to this Agreement or a new or modified contract upon Owner's request, upon the same terms stated herein, which identifies the Bedroom/Exclusive Space and Premises. In the event Resident fails to sign either an amendment to this Agreement or a new or modified contract as provided herein, Resident agrees: (i) the failure of any party to do so shall not affect the validity or effectiveness of this Agreement, and (ii) that Owner shall have the right to identify such Bedroom/Exclusive Space and Premises in an amendment or a new or modified contract and that such designation shall be incorporated in this Residential Lease Agreement identifying such Bedroom/Exclusive Space and Premises.

2. Use of Premises. Together with the other residents of the Premises, Resident has the joint right to use the common areas of the Premises, which are composed of those areas within the Premises to which Resident has access without going into another bedroom, including, the living room, dining room, kitchen, laundry facilities, and where applicable, the deck, coat closet, and powder room ("Common Areas") within the Premises. Resident understands that if the Premises contains other bedrooms, Owner has the right, when any bedroom within the Premises is unoccupied, to place a new resident in the unoccupied bedroom unless, Resident, and all other residents in the Premises agree to pay Owner the entire Rent due for the unoccupied bedroom. The Premises shall be occupied by authorized residents only, solely as a private residential dwelling and for no other purpose. Local ordinances allow only one person to occupy each bedroom. Violation of this provision will result in a fine per illegal occupant and Resident shall be liable for additional court costs and legal fees associated with such violation of alleged violations. Owner reserves the right, in Owner's sole discretion, upon a five (5) day advance written notice, to relocate Resident to another apartment within the Community. In the event of an emergency, as determined by Owner, Owner may relocate Resident upon less than a five (5) day notice. The fact that Resident and the other residents of the Premises may be in conflict with each other will not be grounds to terminate the Agreement. Owner is not liable if another resident in the Premises falsified any written documentation.

3. Rent. Rent under this Agreement ("Rent") shall be paid as follows: (a) Resident agrees to pay _____ equal payments of \$-- (b) The rent includes Rent for the unit and furnishings; (c) Resident agrees to pay their first payment on or before the Commencement Date; (d) The remaining _____ payments will be due and payable on or before the **1st day of each month thereafter commencing** _____ with the final payment due _____. All Rent payments shall be made by check or money order payable to Owner and shall be delivered not later than the date due to The Village at 48 West Apartments and Town Homes, 10897 48th Avenue Suite B-400, Allendale, MI 49401 (the "Apartment Business Office"). Checks and drafts given in payment of Rent are accepted subject to collection. Resident agrees that time is of the essence with respect to the payment of Rent and any and all other sums due under this Agreement.

If Resident fails to pay any installment of Rent as and when due (including any delinquency caused by the return for insufficient funds of any check given in payment of Rent), Resident shall be liable (in addition to the delinquent Rent) for a late fee in the amount of \$50.00 ("Late Fee"), which Late Fee is intended to compensate Owner for the administrative expense of processing delinquent Rent payments.

Owner's right to collect a Late Fee shall be in addition to any and all other rights and remedies of Owner at law or under this Agreement with respect to Resident's failure to make Rent payments as and when due. In the event that any check or draft given in payment of Rent shall be returned for insufficient funds, an additional processing charge of \$25.00 ("Returned Check Fee") shall be charged, in addition to any Late Fee and/or other amounts due to Owner hereunder and/or remedies available to Owner under applicable law. All Late Fees, Returned Check Fees, liability for damages to the Premises, or other sums from time to time due to Owner hereunder shall become additional rent and shall be due and payable upon Owner's demand. Notwithstanding anything in this Paragraph to the contrary, all Rent payments made after the date due (including payments made to cover checks that have been returned for insufficient funds) shall be made in the form of cashier's check, money order, or other certified funds.

Resident Initials: _____

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

4. Timely Payments Required. Owner insists upon the payment of Rent on the date due, and neither Owner's imposition of Late Fees, nor any acceptance by Owner of any payment of Rent, Late Fees or Returned Check Fees after the due date, nor any other omission, delay or forbearance on the part of Owner in demanding payment of any delinquent Rent, shall be construed as creating a course of dealing under which late or delinquent payments shall be permitted, nor shall the same constitute a waiver of any rights of Owner arising with respect to said delinquent Rent payment or with respect to any future delinquency, default or event of default under this Agreement.

5. Utilities. Resident shall, during the term of the Lease (including any holdover term), pay for the cost of the following utility services to the Premises: gas, electric, telephone, and water. jointly and severally, with all individual Residents of the Unit, and shall have such utilities metered or registered in Resident's own name. Resident agrees to indemnify Owner against any liability for payment of such utilities. Owner shall not be liable for any interruption of such utility services resulting from causes beyond Owner's control. Where Resident is responsible for paying heating, Resident shall send Owner a certified letter seven (7) days in advance of heat being turned off. If Resident fails to give such notice, Resident agrees to pay Owner for Resident's pro rata share of any resulting damages to the Premises. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with its Roommates to Owner for such charges & fees which shall be considered additional Rent. Any failure to pay such amounts shall be a default under the Residential Lease Agreement.

6. Roommates. Resident acknowledges Owner has the right to assign a Roommate to any vacant Bedroom/Exclusive Space in the Premises before or during the Term of this Residential Lease Agreement without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be used with Roommates. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates or residents that reside at the Community, does not constitute grounds for termination of the Housing Contract by Resident. Owner shall not be liable for any personal injury to Resident or damage or loss to Resident's property, including but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. No one other than the Resident and Roommates may occupy the Premises.

7. Guests. Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitees, family and licensees. Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Residential Lease Agreement by Resident's guest(s) shall be considered a violation by the Resident. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month period in the Premises. Resident agrees that Resident and Roommates shall not have more than twelve (12) persons in the Premises at any one time.

8. Condition of Premises. Resident agrees that no representation as to the condition of the Premises has been made except as specifically stated in this Agreement, and that no promise has been made to decorate, alter, repair, or improve the Premises prior to the Commencement Date or during the lease term, except as specifically stated in this Agreement.

9. Repairs and Maintenance. Notwithstanding any other terms or conditions of this Agreement, Resident expressly agrees that Resident (and the applicable Guarantor) shall be liable to Owner or its assignee (including, without limitation, Owner's hazard insurer) for any fire, water, or other damage to the real or personal property of Owner negligently or intentionally caused by Resident, or any guests thereof (collectively, "Authorized Occupants"). If the Premises shall be rendered un-tenantable by the negligent or intentional acts of any Authorized Occupant, Resident shall continue to be liable for Rent in the amount provided in this

Agreement. Owner shall make required repairs and maintenance to heating and air conditioning equipment and to appliances furnished for Resident's use without charge to Resident, unless such repairs or maintenance are necessary because of the negligent or intentional act or omission of any Authorized Occupant, in which case Resident shall bear the costs of such maintenance and repairs. Resident will maintain the Premises and all equipment, fixtures and property furnished by Owner for Resident's use throughout the lease term in good condition and repair and will allow no waste of any utilities provided by Owner. Resident shall pay the expense of replacing cracked or broken window glass in the Premises and for broken or lost keys. Resident shall keep the window glass clean at all times and will not install additional window coverings without the prior written consent of Owner. Any, and all damages or costs of repair owed by Resident pursuant to this Agreement will include the actual costs to repair or replace damaged property and, (if applicable), Owner's loss of rental income. Subject to the foregoing, if the Premises is partially damaged by fire or other casualty but can be restored to tenable condition, Owner shall repair the Premises with reasonable dispatch. Resident's obligation to pay Rent shall be suspended only during such time as the Premises are un-tenantable; provided, however, that if the Premises are entirely destroyed by fire or other casualty such that the Premises cannot be restored to tenable condition within a reasonable time, either party shall have the right to terminate this Agreement by written notice to the other party. Owner shall have no liability for any incidental or consequential loss or expense incurred by Resident during the period of any repair to the Premises hereunder, including (without limitation) the costs of temporary substitute housing. This Agreement shall not be affected, and there shall be no diminution or abatement of Rent and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any service (including, but not limited to heating, air conditioning, internet service, or cable service) or utilities or any inconvenience or discomfort arising from repairs or improvements made in the Premises or to any other part of the building of which the Premises is a part (the "Building"), or to the common areas or facilities serving or ancillary to the Building, provided the Premises is habitable and Owner makes necessary repairs and improvements within a reasonable time.

10. Alterations. Resident shall make no alterations to the Premises without the prior written consent of Owner.

11. No Assignment or Subletting. Resident shall not assign or transfer any of its rights under this Agreement, or sublet the Premises or any part thereof or permit persons other than the residents approved for occupancy of the Premises by Owner to occupy the Premises.

12. Parking Lot Use. Owner reserves the right to regulate the use of all parking spaces and to designate certain areas as visitor/guest parking. Unless otherwise designated by Owner, parking spaces throughout the property are restricted for resident vehicles with properly displayed and authorized permits only. Resident may not park any vehicles in the visitor/guest spaces at any time. Visitor /Guest parking may not be longer than two (2) days. Visitors must display the visitor parking permit on the properly registered vehicle in the visitor/guest parking area with the parking permit number visible or the vehicle may be towed. In accordance with applicable local, municipal, or state codes, vehicles without the appropriate parking permit displayed, will be towed at the vehicle owner's expense, without notification or warning. Motor vehicles may be parked or stopped only in those areas designated as parking spaces by parallel painted lines. Resident shall observe, and shall cause Authorized Occupants to observe all parking restrictions. Parking spaces shall be used only for the parking of motor vehicles by permitted vehicles of residents, and may not be used for the storage of any vehicle, or for the parking or storage of boats, campers, trailers, or commercial vehicles. All motor vehicles parked on Owner's property must display a current license plate and current local municipal sticker, if applicable, and must be in operable condition. Owner will have inoperable or improperly parked or un-licensed or inadequately permitted motor vehicle removed from Owner's property at the expense of the owner of the motor vehicle.

13. Prohibitions. Resident agrees that neither Resident nor any Authorized Occupant will: (a) install any equipment or appliances which in Owner's opinion will increase the cost of or interfere with the operation of the Premises, the Building, or any part of the apartment community of which the Premises is a part, including common areas thereof (collectively, the "Community"), or the safety of utilities or services thereon or thereto, or cause a nuisance to any other resident of the Community; (b) accumulate waste or refuse matter in, on or about the Premises or the Community which might pose a health hazard to any resident of the Community; (c) do anything or allow anything to be done in, on or about the Premises or the Community which may result in an increase in any insurance premiums associated with the Community; (d) use or permit use of the Premises for school purposes or conduct or permit to be conducted therein vocal or instrumental instruction or practices; (e) keep or permit to be kept any domestic or wild animal or pet in, on or about the Premises or the Community; (f) keep, use or permit the storage or use of flammable fluids or explosives on or about the Premises or the Community; (g) commit or permit any act, or use the Premises or the Community in any manner which may injure the reputation of Owner or the Community, or which may cause a nuisance to or annoy, obstruct or interfere with the rights and peaceful occupancy of any other resident of the Community; (h) alter or remove any lock, or install a new or additional lock, bolt or other locking device on any door or window of the Premises without Owner's prior written consent; (i) use or permit the use of any portion of the Community as a place to play, to store personal property (except only for authorized storage areas) or to congregate; (j) leave personal property of any kind (including bicycles, wagons, toys, or baby carriages) outside of the Premises or outside of any designated storage area provided for residents use; (k) hang, air or dry clothes, sheets, blankets, covers or any other personal property from or above any window or balcony, in any common area, or otherwise outside the Premises, or install clotheslines or other hanging devices for such purposes; (l) play or permit to be played any music or musical instrument or make any noise which can be heard outside the Premises, or commit any nuisance or engage in or condone unseemly behavior or conduct anywhere within the Community; (m) allow more than 12 people in the Premises; (n) wash motor vehicles anywhere within the Community; (o) use or permit the use of the Premises or any portion of the Community in violation of

any federal, state or local laws, or (p) be convicted of any felony or plead guilty or no contest to any felony. Except as otherwise provided under applicable law, Owner shall have no liability to Resident for any loss, damage or inconvenience suffered by Resident or any Authorized Occupant and caused by the actions of any other resident of the Community.

14. Access to Premises. Resident shall allow Owner immediate access to the Premises at any time in the event of emergency or other circumstance threatening immediate and serious harm to persons or property in or about the Premises or anywhere in the Community. Resident shall allow Owner, at all reasonable times and upon a 24 hours advance written notice, access to the Premises as necessary to allow Owner to make inspections, repairs, alterations, or improvements to the Premises or other areas within the Community. Resident will allow inspection of the Premises by Owner, Owner's insurance carriers and representatives, fire department inspectors, law enforcement and local health authorities, to the extent permitted by law.

15. Re-entry of Premises Following Abandonment. If Resident removes all, or substantially all, of Resident's property from the Premises and/or their Bedroom, or if Resident otherwise abandons the Premises or their Bedroom, Owner may immediately re-enter and take possession of the Premises, or the Bedroom without abatement of Rent or other obligations of Resident under this Agreement. Any such re-entry shall not constitute a termination of this Agreement or the waiver of any of Owner's rights hereunder.

16. Common Areas, Facilities, and Amenities. Common areas, facilities, and amenities of the Community, including (without limitation) parking areas, laundry facilities, recreational facilities, fitness facilities, internet service, cable television service, and storage areas made available for Resident use shall at all times remain under Owner's control, and Owner shall have the right to regulate, limit or deny the use thereof by anyone and at any time. Resident shall be liable for the acts and omissions of Resident and all Authorized Occupants in connection with the use of such common areas. Resident's use of common areas shall be at Resident's sole risk and responsibility, and Owner shall not be liable for any loss or injury to person or property incurred in connection with such use, including any loss due to theft or damage to property stored or left in a designated storage area. All use of recreational facilities or common areas by Resident and other Authorized Occupants shall be strictly in accordance with the Owner's policies, as in effect from time to time, and with any rules, regulations, or policies posted at or near such area. Resident acknowledge and understand that Owner shall not be responsible to provide supervisory personnel, or security guards at or for any common area or recreational facility within the Community. Resident hereby agrees to indemnify and hold Owner, its agents and employees harmless, to the fullest extent permitted by law, from and against any claims, complaints, damages, actions or liabilities in any way arising out of or relating to the use of any such recreational facilities or common areas, whether by Resident or any Authorized Occupant.

17. Personal Property Loss or Damage. Neither Owner nor its agents shall be liable for any damage to or loss of any personal property of Resident by theft, fire or other casualty, to the extent permitted by law. No policy of fire, casualty, or other insurance maintained by Owner on the Premises shall be for the benefit of Resident, nor shall the proceeds of any such policy be available to indemnify Resident against any loss of or damage to Resident's personal property. Owner strongly recommends that Resident purchase, at Resident's sole option and expense, insurance in Resident's own name, indemnifying Resident against any loss of, or damage to Resident's personal property, and against any liability the Resident might incur under this Agreement or in connection with its occupation of the Premises.

Resident Initials: _____

18. Termination and Renewal. Should Resident terminate this lease prior to its expiration; this Agreement will remain in full force and effect. This Agreement is terminated as of the Termination Date (including the Termination Date of any renewal term). Resident's lease may be renewed for such period as available by Landlord, at such Rent and upon such other terms and conditions as may be agreeable to Owner and Resident, which terms may include (at Owner's option) execution of a new lease agreement.

Resident Initials: _____

19. Assignment of Lease. Resident shall not share or assign the Lease without written permission from Owner. Any assignment by Resident must be approved in writing by Owner. The prospective Assignee must submit a Lease Application and applicable fees and/or deposits to Owner. The Assignee and their Guarantor must be approved by Owner before occupancy is permitted. A violation of this assignment procedure will result in a fine per incident, and any unauthorized parties will be evicted.

Resident Initials: _____

20. Events of Default and Owner's Remedies. Any of the following shall constitute an event of default under this Agreement: (a) Resident's failure to pay Rent or any Late Fees, Returned Check Fees, or any other sums due to Owner hereunder as and when due; (b) Resident's violation of or default in the performance of or compliance with any of the terms and conditions of this Agreement or any occupant policy then in effect pursuant to Paragraph 21 hereof; (c) Resident's making of any misrepresentation or material omission in the application for its lease of the Premises or in any other writing, document, or communication, whenever submitted to Owner; or (d) any event of willful, wanton, dangerous or criminal misconduct by Resident or any Authorized Occupant. Upon the occurrence of an event of default, Owner shall have all rights and remedies available to a property Owner under applicable law. If Owner exercises its right to terminate this Agreement, Owner shall be entitled to recover from Resident, in addition to other amounts due hereunder, an amount equal to the expense incurred by Owner for reentry, altering, and re-letting the premises, together with a redecorating fee of \$1,500.00. Resident shall remain liable to Owner for all Rent provided in this Agreement for remainder of the term of this Agreement to the fullest extent permitted by law.

21. Holdover. Resident shall surrender possession of the Premises to Owner upon the effective date of any termination of this Agreement, and in the event Resident fails to do so Resident shall pay Owner rent (at month-to-month rates determined by Owner) for each day of such holdover, plus expenses or damages suffered by Owner and/or any future occupants to whom the Premises shall subsequently be leased. If Resident abandons the Premises prior to the expiration of this Agreement, Rent for the entire remainder of the term of the Agreement may, at Owner's option, be declared immediately due and payable by Resident to Owner.

22. Environmental Compliance. Resident and all Authorized Occupants shall at all times observe and comply with any and all federal, state and local environmental laws and regulations that in any way affect or pertain to the Premises or the Community. Neither Resident nor any Authorized Occupant shall use, store, or dispense on or about the Premises or anywhere on the Community any materials which would be considered hazardous materials under any applicable federal, state and local environmental law or regulation; provided, however, that Resident may use and store at the Premises commercially available household cleaning solvents and preparations provided that all such materials are used, stored and disposed of by Resident in strict accordance with any product packaging and all applicable laws and regulations.

23. Policies. Owner reserves the right to promulgate, and to amend, supplement and/or modify from time to time, such occupant policies as are reasonably required in order to protect the physical health, safety, and peaceful enjoyment of all residents of the Community, and their guests. The policies currently in effect are identified as the "Resident Guide," the most recent edition of which shall be available for inspection at the Apartment Business Office during its normal business hours. Resident shall be informed of any change to the content of the Resident Guide prior to the effective date thereof. All of the terms and conditions of the Resident Guide (or any subsequently enacted occupant policies) then in effect shall be incorporated by reference into this Agreement. Resident acknowledges and agrees that any breach or violation of the same shall constitute an event of default under this Agreement. Resident acknowledges having had an opportunity to review a copy of the Resident Guide prior to the execution hereof, and that Resident's execution of this Agreement constitutes its agreement with and assent to all of the terms and conditions therein.

24. Amendments. Any and all amendments executed by Resident and Owner in connection with this Agreement are hereby incorporated by reference herein, and shall be considered a part of this Agreement.

25. Notices. All notices to be given to Resident may be served upon Resident personally or by mail addressed to Resident at the Premises. Any notice by Resident to Owner must be in writing and mailed or delivered to Owner at the Apartment Business Office. Any notice given hereunder shall be deemed given on the date of personal delivery to the other party or, if mailed by first class U.S. mail, on the date of mailing.

26. Modification. No modification of this Agreement shall be binding unless in writing and signed by the parties hereto.

27. Definitions; Binding Effect; and Savings Clause. The word "Resident," as used herein shall include singular and plural, masculine and feminine and individual and corporate persons. If any provision of this Agreement shall be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

28. Attorney Fees. Resident shall pay, in addition to any other amounts due hereunder, all attorney fees, court costs and other fees and expenses allowed by statute or by a court and incurred by Owner as a result of any violation or default of Resident hereunder or incurred by Owner in enforcing the terms hereof against Resident.

29. Hold Harmless Notice and Acknowledgment. Resident agrees that we do not promise, warrant or guarantee the safety and security of Resident, guests or Resident's personal property against the criminal actions of other residents or third parties. Furthermore, we shall not be liable for any damage or injury to Resident, guests or Resident's personal property or to any person entering the Premises or the Community, for injury to person or property arising from theft, vandalism or casualty occurring in the Premises or the Community. Resident agrees to indemnify and hold Owner harmless from all claims, costs, and expenses arising from injury to person or property to Resident or any guests regardless of the cause, unless the injury is due to our negligent or intentional conduct. Resident has the responsibility to protect themselves, and to maintain appropriate insurance to protect Resident and Resident's belongings. It is a fact that no security system, including controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Further, repairs to such devices cannot always be completed immediately. Therefore, Resident should always proceed on the assumption no security systems exist. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, alarms and smoke detectors. Resident acknowledges that Resident has read, understands, and agrees with the above notice. Resident has received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. Owner has not in any way stated or implied to Resident that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.

The parties have executed this Agreement on _____.

OWNER:

RESIDENT(S):

The Village at 48 West, LLC

Signature: _____

By: _____

Its: Agent



AMENDMENT TO RESIDENTIAL LEASE AGREEMENT

The undersigned are parties to a Residential Lease Agreement (“Agreement”) dated _____ by and between The Village at 48 West, LLC (“Owner”) and _____ (“Resident”), regarding a residential apartment unit commonly known as 10897 48th Avenue # _____, Allendale, MI 49401 (“Premises”). All capitalized terms and phrases used but not defined herein shall have the meanings ascribed to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

Resident Guide Book: Residents acknowledge receipt of and an opportunity to review Owner’s Resident Guide Book (revision dated: 2-15-08) prior to the execution of the Agreement. Resident agrees to observe faithfully and comply strictly with the policies, rules, and regulations set forth within the Resident Guide Book, and acknowledges that a violation of any of the same shall constitute an event of default under the Agreement, and shall entitle Owner to all remedies available to it as provided for therein and/or by applicable law.

Receipt of Keys, Access Card, and Parking Permit: As indicated by the applicable Resident initials, Resident acknowledges the receipt of the following on Commencement Date:

- 1 Apartment Entry Door Key
- 1 Bedroom Door Key
- 1 Mailbox Key
- 1 Access Card

The cost to replace any key will be a minimum charge of \$10.00. The charge to replace a missing access card will be a minimum charge of \$50.00.

Inventory Checklist. Resident acknowledges receipt of an Inventory Checklist, which must be returned to Owner within seven (7) days, or the Premises will be considered free of defects. Completion of the Inventory Checklist for the Common Area of the Unit will be the responsibility of the **first Resident** to move into Unit.

Affirmation. All of the terms and conditions of the Agreement and any amendments thereto not specifically modified hereby are ratified and affirmed by the parties, and shall continue in full force and effect during the term of the Agreement, as modified herein.

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner's Agent: _____

Date: _____

AMENDMENT TO RESIDENTIAL LEASE AGREEMENT: MOLD PREVENTION AND ABATEMENT

The undersigned are parties to a Residential Lease Agreement (“Agreement”) dated _____ by and between The Village at 48 West, LLC (“Owner”) and _____ (“Resident”), regarding a residential apartment unit commonly known as 10897 48th Avenue #_____, Allendale, MI 49401 (“Premises”). All capitalized terms and phrases used but not defined herein shall have the meanings ascribed to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

Moisture Accumulation. Resident shall promptly and completely: 1) Remove any visible moisture accumulation from in or on the Premises (including walls, windows, floors, ceilings, and bathroom fixtures); 2) Mop up spills and thoroughly dry affected areas; 3) Make appropriate use of exhaust fans in kitchen and bathroom(s); and 4) Maintain reasonable temperature and humidity levels in the Premises. Window blinds shall be raised when not in use and windows and doors should be opened when outdoor conditions are dry (i.e. relative humidity level is below 50 percent) to permit the drying of humid areas in the Premises.

Cleaning. Resident shall thoroughly clean and dust the Premises on a regular basis.

Cleaning Visible Mold Growth from Surfaces. On non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, wood or plastic) the United States’ Environmental Protection Agency recommends that an area on which visible mold is present be first cleaned with soap (or detergent) and water, allowed to dry, and then immediately treated with a pre-mixed household biocide (Lysol, Pine-Sol disinfectant, or Tilex mildew remover) according to the manufacturer’s instructions. An area 5 to 6 times larger than the size of that evidencing any visible mold should be cleaned and treated with biocide. A vacuum cleaner with a high-efficiency particulate air filter (HEPA filter) should be used to remove non-visible mold products from porous items such as fabric-covered furniture and carpets, provided that such surfaces are completely dry. Machine washing or dry cleaning will remove mold from clothes. **DO NOT CLEAN or APPLY BIOCIDES to:** 1) visible mold on porous surfaces, such as drywall or ceilings; or, 2) large areas of visible mold on non-porous surfaces.

Notification of Management. Resident shall notify management immediately and in writing of the presence of any of the following conditions:

- a. A water leak, excessive moisture, or standing water inside the Premises;
- b. A water leak, excessive moisture, or standing water in any community common area;
- c. Visible mold growth on large areas or on porous surfaces within the Premises;
- d. Visible mold growth that persists on non-porous surfaces after Resident has attempted to properly remove it and taken appropriate steps to prevent it;
- e. A malfunction in any element of the heating, air-conditioning, or ventilation system in the Premises.

Liability. Resident shall be liable for any damages to Resident’s own property and for any and all damage to the Premises or Owner’s other property as a result of Resident’s failure to comply with the terms of this Amendment.

Violation. Any violation of the terms hereof shall be deemed to create a health hazard, and shall constitute a material violation of the terms of the Agreement.

Conflict Affirmation. In the event of a conflict between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall control. The terms and conditions of this Amendment shall be incorporated by reference into the Agreement and any amendment or renewal thereof, whether or not specifically referred to therein. All of the terms and conditions of the Agreement and any amendments thereto not specifically modified hereby are ratified and affirmed by the parties, and shall continue in full force and effect during the term of the Agreement.

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner’s Agent: _____

Date: _____

AMENDMENT TO RESIDENTIAL LEASE AGREEMENT: PETS

The undersigned are parties to a Residential Lease Agreement ("Agreement") dated _____ by and between The Village at 48 West, LLC ("Owner") and _____ ("Resident"), regarding a residential apartment unit commonly known as 10897 48th Avenue #_____, Allendale, MI 49401 ("Premises"). All capitalized terms and phrases used but not defined herein shall have the meanings ascribed to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

Pets Permitted: Subject to all of the terms of the Agreement, and the remaining provisions hereof, Owner will allow Resident to bring and have the pet described below, and no others, in the Premises.

Pet Description:

Type: n/a Breed: n/a Weight: n/a Age: n/a

Pets Prohibited. No pets may be brought into the community without exclusive written consent of Owner.

Pet Fee: Resident shall pay to Owner a non-refundable pet fee, in the amount of \$250 for the pet described above. These sums shall be used to reimburse Owner for the administrative costs associated with the permission herein granted and the enforcement hereof. The payment of pet fees does not limit Resident's responsibility for costs, damages, losses or injuries caused or contributed to by Resident's pet(s).

Pet Security Deposit: Resident shall deposit with Owner a pet security deposit, in the amount of \$500 for the pet described above. The deposit shall be used to reimburse Owner for actual damages to the Premises or ancillary facilities that are the direct result of conduct not reasonably expected in the normal course of human habitation of a dwelling.

Pet Rent: Commencing and expiring under the same terms as the aforementioned Agreement, and continuing during the term of any tenancy arising under the Agreement (including any renewals thereof and any period of holding-over thereafter), Resident shall pay to Owner as pet rent the sum of \$50 per month for the pet(s) described in section 1 above. The payment of which shall be subject to the provisions pertaining to Rent as outlined in the Agreement.

Pet Rules: Resident shall comply, at all times, with the following rules pertaining to pets, the violation of any of which will be considered a material breach of the Agreement:

- a. All pets brought onto Owner's property must be licensed. Resident shall provide a copy of said license to Owner.
- b. The weight, apparent breed, and approximate age of all dogs must be certified in writing by a licensed veterinarian.
- c. All cats brought onto Owner's property must be spayed/neutered and front-paw de-clawed. Resident shall provide certification of this, in writing, by a licensed veterinarian.
- d. Pets must be leashed when outside of the Premises, and shall only be walked in areas designated as a "Pet Walk Area" on the attached site plan.
- e. Resident must immediately clean up any pet feces by placing same in a plastic bag and depositing it in an appropriate refuse receptacle.
- f. Pets may not be tied, leashed, curbed or otherwise left unattended on or attached in any way to any balcony, patio, or common area, including, but not limited to hallways, carports, garages, fences or any other fixtures or structures anywhere on Owner's property.
- g. Resident is responsible for any damage to the Premises or Owner's other property caused or contributed to by Resident's pet, and must reimburse Owner for any and all costs incurred in repairing such damage.

Indemnification: Resident shall indemnify and hold Owner harmless from any loss or damage (including actual attorney's fees) incurred as a direct or indirect result of the actions of any animal owned by or in the possession or control of Resident while said animal is on Owner's property, and whether said animal is on Owner's property in compliance with or in violation of the terms hereof.

Conflict and Affirmation: In the event of a conflict between the provisions of this Amendment and any provision of the Agreement, the provisions of this Amendment shall control. The terms and conditions of this Amendment shall be incorporated by reference into the Agreement and any amendment or renewal thereof, whether or not specifically referred to therein. All of the terms and conditions of the Agreement and any amendments thereto not specifically modified hereby are ratified and affirmed by the parties, and shall continue in full force and effect during the term of the Agreement, as modified herein.

PET AMENDMENT CONTINUED

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner's Agent: _____

Date: _____

Resident hereby warrants to Owner that he/she/ has no pets, nor will Resident bring any animal into the Premises or the property without Owner's prior written consent. In the event that Owner permits Resident to bring a pet into the Premises, Resident shall immediately comply with all of the terms and conditions set forth above. In the event that Resident brings an animal or pet into the Premises or the property without Owner's prior written consent, Resident shall be assessed, and immediately pay a penalty of \$200.00, pay the applicable fees, deposits and rents set forth in the Owner's pet policy and become compliant with all applicable pet rules. In such event, the "Indemnification" provisions set forth in Paragraph 7, above, shall take immediate and retroactive effect.

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner's Agent: _____

Date: _____

AMENDMENT TO RESIDENTIAL LEASE AGREEMENT: SITE UNDER CONSTRUCTION

The undersigned are parties to a Residential Lease Agreement (“Agreement”) dated _____ by and between The Village at 48 West, LLC (“Owner”) and _____ (“Resident”), regarding a residential apartment unit commonly known as 10897 48th Avenue #_____, Allendale, MI 49401 (“Premises”). All capitalized terms and phrases used but not defined herein shall have the meanings ascribed to them in the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

Construction: Resident understands that portions of the Community remain under construction. Resident hereby agrees to refrain from entering any construction zones or unfinished areas, and will ensure that all Authorized Occupants comply herewith. Resident understands that during the construction process there will be times that the construction vehicles and noises could be heard by Resident.

Affirmation: All of the terms and conditions of the Agreement and any amendments thereto not specifically modified hereby are ratified and affirmed by the parties, and shall continue in full force and effect during the term of the Agreement, as modified herein.

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner’s Agent: _____

Date: _____

CRIME FREE LEASE ADDENDUM

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 questions about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

In consideration of the execution or renewal of a lease of a dwelling unit identified in this lease, "Owner" and "Resident" agree as follows:

1. Resident, any members of the resident's household, guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on the said premises. "Drug-related criminal activity" means the illegal manufacture sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance.
2. Resident, any members of the resident's household, guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity.
3. Resident or member of household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location within the apartment complex.
5. Resident, any member of the resident's household or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, within the apartment complex or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A Single violation of any provision of this addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease.
7. In case of conflict between the provision of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE AGREEMENT is incorporated into the lease executed or renewed this day between "Owner" and "Resident."

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner's Agent: _____

Date: _____

ADDENDUM TO THE RESIDENTIAL LEASE AGREEMENT: FURNISHED APARTMENTS

The undersigned agree that this addendum is incorporated into and made a part of the Residential Lease Agreement by and between The Village at 48 West, LLC (Owner) and (Resident), date, and that it shall be renewed and shall expire under the same terms and conditions of the lease agreement.

Furnished Apartments:

In the event furniture is included in the Premises, Resident acknowledges that furniture has been provided for Resident's use in the Premises. Resident shall not remove any items from the Premises during the Term of the Residential Lease Contract without written permission from Owner. All items shall be returned to Owner when Resident vacates the Premises at the expiration of the Term of the Residential Lease Agreement or when Resident's right to possession of the Premises is terminated, whichever is sooner. The following items are to be provided by Owner, and shall be maintained in good condition by Resident. Resident shall pay Owner, upon demand, the cost to repair or replace any damaged furniture.

1.1 Apartments

- 1 - Sofa
- 1 - Lounge Chair
- 2 - Laminate Cubes
- 1 - Dining Table
- 4 - Barstool Chairs
- 1 - Mattress Set
- 1 - Dresser
- 1 - Desk
- 1 - Work Chair

2.2 Apartments

- 1 - Sofa
- 1 - Lounge Chair
- 2 - Laminate Cubes
- 1 - Dining Table
- 4 - Barstool Chairs
- 2 - Mattress Set
- 2 - Dresser
- 2 - Desk
- 2 - Work Chair

4.4 Apartments

- 1 - Sofa
- 2 - Lounge Chair
- 3 - Laminate Cubes
- 1 - Dining Table

- 6 - Barstool Chairs
- 4 - Mattress Sets
- 4 - Dressers
- 4 - Desks
- 4 - Work Chairs

2.2 Townhouse

- 1 - Sofa
- 1 - Lounge Chair
- 2 - Laminate Cubes
- 1 - Dining Table
- 4 - Barstools
- 2 - Built in Closet Organizers
- 2 - Mattress Sets
- 2 - Work Chairs

4.4 Townhouse

- 1 - Sofa
- 2 - Lounge Chair
- 3 - Laminate Cubes
- 1 - Dining Table
- 6 - Barstool Chairs
- 4 - Built in Closet Organizers
- 4 - Mattress Sets
- 4 - Work Chairs

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Owner's Agent: _____

Date: _____