

HOUSING CONTRACT

This Housing Contract (“**Contract**”) is made and entered into as of (“**Effective Date**”) by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Contract, but not otherwise defined, will have the meaning set forth in the Defined Terms attached to this Contract as **Exhibit A** and by this reference incorporated herein.

1) Summary of Main Terms.

- a) **Name of Apartment Community:** The Standard at Ann Arbor (“Facility”)
- b) **Address of Apartment Community:** 405 S. Main Street, Ann Arbor, MI 48104
- c) **Resident Name:** (“Resident”) _____
- d) **Landlord:** The Standard at Ann Arbor, LLC and its successors and assigns (“Landlord”)
- e) **Management/Agent for Landlord:** Landmark Venture Management, LLC, and its successors and assigns (“Agent”)
- f) **Management Office Address:** 405 S. Main Street, Ann Arbor, MI 48104 (“Management Office”)
- g) **Contract Term:**
Start Date: 07/25/2025 at 12:00 p.m.
End Date: 07/24/2026 at 12:00 p.m.
- h) **Floorplan/Unit Type Preference:** ; # of **Bedrooms** in Unit 1 (some unit types may contain one (1) or more double occupancy bedroom within the unit); **Space Option:** Private Space
- i) **Premises:** Apartment# _____

2) Summary of Contract Amount.

- a) **Base Housing Contract Amount for the entire Contract Term:** \$ (“**Contract Amount**”) payable in equal monthly installments of \$ (“**Monthly Installment**”)
- b) **Initial Late Payment Fee:** \$35.00
- c) **Daily Late Payment Charge:** \$50.00

3) Additional Fees: THE ADDITIONAL FEES (“ADDITIONAL FEES”) DUE UNDER THIS CONTRACT ARE SET FORTH BELOW. UNLESS STATED OTHERWISE, THE ADDITIONAL FEES ARE MANDATORY AND WILL BE PAYABLE BY RESIDENT EACH MONTH OF THE CONTRACT TERM IN ADDITION TO THE MONTHLY INSTALLMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN:

- a) **Activity Fee:** \$N/A
- b) **Administrative Fee:** \$N/A, required
- c) **After- Hours Lockout Fee:** \$100.00, per occurrence
- d) **Amenity Fee:** \$N/A
- e) **Animal Deposit:** \$N/A, per pet
- f) **Animal Violation Fee (First Violation):** \$150.00
- g) **Animal Violation Fee (Additional Violation):** \$250.00
- h) **Application Fee:** \$50, required
- i) **Credit Program Fee, if applicable in accordance with the terms herein:** \$8.95, per month
- j) **Contract Assignment Fee:** \$650.00, per occurrence
- k) **Garbage Removal Fee:** \$50.00 per item/bag, per occurrence
- l) **Green Fee:** \$N/A
- m) **Holdover Resident Fee:** \$350.00 per day
- n) **Lock Change Fee:** Shall mean, with respect to (a) the Bedroom or the Unit, \$75.00 and (b) the mailbox, \$75.00 per occurrence
- o) **Monthly Animal Charge:** \$35.00 per pet
- p) **Monthly Furniture Rental Fee (If applicable to property):** \$N/A
- q) **Monthly Damage Waiver Program Fee (Liability Waiver Only), if applicable in accordance with the terms herein:** \$13.50
- r) **Monthly Premium Fees, if applicable in accordance with the terms herein:** \$30.00 - Balcony Premium; \$25.00 - View Premium
- s) **Monthly Utility Fee:** N/A
- t) **No-Cause Termination Fee, if applicable in accordance with the terms herein:** The lesser of (a) the total Monthly Installments for the remainder Contract Term, or (b) the total Monthly Installments for a period of six (6) months
- u) **One-Time Animal Charge:** \$500.00 per pet
- v) **Parking Fee, if applicable in accordance with the terms herein:** \$300.00 per month (per space)
- w) **Recycling Fee:** \$N/A
- x) **Relocation Fee:** \$650.00 per occurrence
- y) **Replacement Access Device Fee:** \$75.00 - Latch Card; \$75 - Mail Key per occurrence
- z) **Replacement Parking Permit Fee:** \$75.00 per occurrence
- aa) **Resident Service Fee:** \$N/A
- bb) **Returned Payment Fee:** \$25.00 per occurrence
- cc) **Security Deposit:** \$200.00, required
- dd) **Smoke Detector Violation Charge:** \$250.00 per occurrence
- ee) **Sprinkler Violation Charge:** \$250.00 per occurrence
- ff) **Telecom Fee:** \$N/A

- gg) **Transportation Fee: \$ N/A**
- hh) **Unauthorized Person Charge: \$100.00 per day, per occurrence**
- ii) **Valet Trash Fee: \$N/A per month**

- 4) **Premises Description.** This Contract entitles Resident to the following rights:
- a) the sole right to use 1 bedroom(s) (the "**Bedroom**") that is part of a unit of bedrooms (the "**Unit**") located at the Facility.
 - b) the sole right to use the Furnishings located in the Bedroom (if any).
 - c) together with the other residents of the Unit, the right to use the Unit Common Areas and the Furnishings located in the Unit Common Areas (if any).
 - d) together with the other residents of the Facility, the right to use the Facility Common Areas.
 - e) together with the other residents of the Unit, the right to use the mail box assigned to the Unit by Landlord.
- 5) **Assignment of Bedroom and Unit.**
- a) Resident expressly acknowledges and agrees that (i) Landlord shall not be required to assign a Bedroom or Unit to Resident on the Effective Date due to the constraints of roommate matching, and (ii) the failure on the part of the Landlord to assign a Bedroom or Unit to Resident on the Effective Date shall not relieve Resident of his or her responsibilities hereunder and iii) Landlord, in Landlord's sole and absolute discretion, may place a resident in any unoccupied bedroom of the Unit, and is under no obligation to accommodate Resident's preferences when selecting the same.
 - b) If, on the Start Date, Landlord is unable to deliver possession of the Bedroom assigned to Resident, then Landlord, at its option, may elect (i) to relocate Resident to another bedroom and/or unit in the Facility, (ii) to relocate Resident to another facility, (iii) provide resident with a credit to Resident's Contract Amount, the amount and form of such credit to be determined in Landlord's sole and absolute discretion, and/or (iv) to provide Resident with temporary accommodations (which may include, without limitation, hotels) (collectively, "**Alternative Accommodations**") until Landlord can deliver the Bedroom (or a different, equivalent bedroom in the Facility) to Resident.
 - c) If, within thirty (30) days of the Start Date, Landlord (a) does not deliver possession of the Bedroom, and (b) fails to provide Resident with Alternative Accommodations, then Resident shall have the right to terminate this Contract by giving Landlord written notice at any time before Landlord delivers possession of the Bedroom to Resident or relocates Resident to another bedroom and/or unit in the Facility. If Resident terminates this Contract in accordance with this Section 5(c), Landlord shall refund the Security Deposit (if any) and any Monthly Installments and/or refundable Additional Fees previously paid by Resident, less any expenses incurred by Landlord in providing Alternative Accommodations to Resident and concessions provided by Landlord to Resident.
 - d) To the full extent permitted by applicable law, Landlord shall not be liable for damages for any delay in delivery of possession of the Bedroom to Resident or in providing Resident with any Alternative Accommodations, and Resident waives any such claim, it being acknowledged that the termination right set forth in Section 5(c), is Resident's sole and exclusive remedy with respect thereto.
- 6) **Contract Term.** The Contract Term begins on the Start Date and automatically expires on the End Date, unless, prior to the End Date (a) Landlord and Resident have entered into a written agreement to extend the Contract Term, or (b) Resident has validly exercised a right to terminate this Contract in accordance with the terms and conditions contained in this Contract.
- 7) **Move-In.**
- a) Resident will not be permitted to occupy the Bedroom or the Unit until Resident has delivered to Landlord a complete, fully-executed set of the required Contract documents (including any Guaranty) and any Monthly Installments or Additional Fees required by the contract documents to be paid prior to move-in. In no event shall Resident's failure to timely deliver such Contract documents, Monthly Installments or Additional Fees be deemed to shorten the Contract Term or reduce Resident's obligations (including financial obligations) hereunder, even if Resident is not permitted to occupy the Bedroom or the Unit on the Start Date.
 - b) Landlord shall provide Resident with a condition form (the "**Condition Form**") at the time Resident moves into the Bedroom, which Condition Form shall include an inventory of the Furnishings and note any defects or damages to the Bedroom and the Unit Common Areas. Resident shall return the Condition Form to Landlord within forty-eight (48) hours of the time Resident moves into the Bedroom. Resident shall notify Landlord on the Condition Form of any defects or damages in the Bedroom and the Unit Common Areas (including, without limitation the smoke detectors, door and window locks and latches and any other safety devices in the Bedroom and the Unit Common Areas). Except as set forth on the Condition Form, the Bedroom and the Unit Common Areas, and the Furnishings therein will be considered to be in a clean, safe and good working condition and Resident shall be responsible for defects or damages that are not noted on the Condition Form, including damages that may have occurred before Resident took occupancy of the Unit or Bedroom. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN THE CONDITION FORM, RESIDENT ACCEPTS THE BEDROOM, THE UNIT COMMON AREAS, AND THE FURNISHINGS IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. LANDLORD MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE BEDROOM, THE UNIT COMMON AREAS AND THE FURNISHINGS.**
- 8) **Occupants/Use of Bedroom, Unit Common Areas and Facility Common Areas.** Unless otherwise expressly stated in this Contract, only Resident can live in the Bedroom. Only Resident and residents of the other bedrooms in the Unit may live in or occupy the Unit. Resident shall use the Bedroom for residential purposes only, and shall use the Unit Common Areas and

the Facility Common Areas only for the purposes for which they are made available for the residents of the Facility, which use shall be subject to the Rules and Regulations. Resident hereby acknowledges and agrees that Landlord may, in Landlord's sole and absolute discretion, place an occupant of any gender into one or more vacant bedrooms in the Unit, and Resident hereby waives the ability to request and/or choose the occupant(s) placed in the vacant bedrooms of the Unit by Landlord. Landlord's assignment of an occupant of any gender to a bedroom in the Unit shall in no way relieve Resident of his or her obligations hereunder or entitle Resident to relocation to another unit or to termination of the Contract. Resident hereby acknowledges that there may be commercial tenants located at the Facility that the leased premises of such commercial tenant may be located in close proximity to Resident's Unit and/or Bedroom, and that noise from such commercial tenants may be heard from the Unit or Bedroom and Resident agrees that such noise or proximity shall not constitute a breach of this Contract, a violation of any right of quiet enjoyment or any other right of Resident, or entitle Resident to be relocated to another bedroom or unit in the Facilities and Resident waives any and all Claims arising out of same.

9) Contract Amount.

- a) RESIDENT ACKNOWLEDGES AND AGREES THAT THE CONTRACT AMOUNT, MONTHLY INSTALLMENTS AND ADDITIONAL FEES SHALL BE CONFIRMED AND POSSIBLY ADJUSTED UPON UNIT ASSIGNMENT AND RESIDENT AGREES TO EXECUTE ALL SUCH DOCUMENTATION AS MAY BE REASONABLY REQUIRED BY LANDLORD TO EVIDENCE THE SAME.** Resident hereby acknowledges and agrees that the Contract Amount, Monthly Installments and Additional Fees may vary based on additional premium fees ("Premium Fees") associated with certain Unit or Bedroom types, such Premium Fees, if applicable, to be determined upon Unit assignment, and Resident hereby acknowledges and agrees to pay such amounts when due and to execute all such documentation as may be reasonably required by Landlord to evidence the same. Commencing on the Start Date, and continuing for the remainder of the Contract Term, Resident shall pay to Landlord the Contract Amount and Additional Fees. The Monthly Installments shall be paid in advance, without demand, deduction or set off, on the first (1st) day of each and every calendar month during the Contract Term; provided, however that the first Monthly Installment shall be due fifteen (15) days prior to the Start Date. Except as provided by applicable law, Resident has no right to withhold the Contract Amount, Monthly Installments, Additional Fees, or any other sum due under this Contract for any reason whatsoever, including without limitation, (a) an act of God or other force majeure event, including but not limited to, pandemics or other global health concerns, (b) the late arrival of student loan money, reimbursement money, any other university-affiliated funds, or otherwise, (c) the closing of any school, college, university or other learning institution which Resident attends or plans to attend, (d) the malfunction, suspension or removal of any of the Amenities, or (e) the failure of Landlord to deliver the Bedroom on the Start Date. Except as provided by applicable law, Resident does not have the right to reduce or offset Monthly Installments, Additional Fees or other sums due and payable under this Contract by any of Resident's costs or damages against Landlord. Unless otherwise provided in this Contract, all Additional Fees and other sums due under this Contract shall be payable on demand to Landlord at the Management Office. This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- b) IF EACH MONTHLY INSTALLMENT IS NOT PAID BY 9:00 A.M. ON THE FOURTH (4TH) DAY OF THE MONTH, THE MONTHLY INSTALLMENT IS CONSIDERED LATE, AND RESIDENT WILL BE CHARGED THE INITIAL LATE PAYMENT FEE IN ADDITION TO THE MONTHLY INSTALLMENT. ALSO, BEGINNING ON THE FIFTH (5TH) DAY OF THE MONTH, RESIDENT WILL BE CHARGED THE DAILY LATE PAYMENT CHARGE FOR EACH ADDITIONAL DAY THAT ALL OR ANY PORTION OF THE MONTHLY INSTALLMENT(S) REMAINS UNPAID. This Section survives the expiration of the Contract Term or earlier termination of this Contract.**

10) Method of Payment: Checks may be processed at the time they are received regardless of a post-date. Additionally, if any check is returned unpaid, then Resident shall pay Landlord the Returned Payment Fee, and, if Landlord so elects, Resident shall make all further payments due under this Contract by electronic money order or cashier's check. *By providing a check for payment, Resident is hereby given notice that Resident's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord via U.S. Mail or in designated drop box locations. Landlord's receipt of Resident's check shall constitute Resident's authorization for such electronic fund withdrawal.* Landlord may offer an online resident portal for submitting payments. Additional processing fees may apply if Resident elects to submit a payment via such online resident portal.

11) Conditions; Applications of Payments. Any accord, satisfaction, conditions or limitations noted by Resident on any payment of the Monthly Installment, Additional Fees, or other sum due under this Contract shall be null and void. To the extent permitted by applicable law, Resident waives any notice of nonpayment of the Monthly Installment, Additional Fee or other sums due under this Agreement Resident acknowledges that any payment received by Landlord will be applied in the following order: (a) first, to satisfy any unpaid Initial Late Payment Fee, Daily Late Payment Charge(s), and/or Returned Payment Fee, (b) second, to maintenance and repair fees chargeable to Resident, (c) third, to outstanding court legal fees and/or court costs legally chargeable to Resident, (d) fourth, to outstanding utility bills which are Resident's responsibility, (e) fifth, to deposits or portions thereof due from Resident, and (f) sixth, to any Monthly Installment, Additional Fee or other sum due and payable under this Contract which is not previously set forth in (a) through (e) above. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any Initial Late Payment Fee, plus any applicable Daily Late Payment Charge(s).

12) Utilities. The Utilities Addendum attached to this Contract and incorporated herein by this reference sets forth the additional obligations of Landlord and Resident with respect to utilities.

- 13) Furnishings.** The Bedroom and/or the Unit Common Areas may have Furnishings. Resident shall keep and maintain the Furnishings (if any) in good condition and repair, and hereby agrees to return the Furnishings to Landlord on the End Date or upon the earlier termination of the Contract Term in the same condition as when received by Resident, reasonable wear and tear excepted. Prior to vacating the Bedroom and the Unit, Resident shall return all Furnishings to their respective locations as of the Start Date. Resident shall not place any Furnishings on any patios, balconies, or breezeways in the Unit or the Facility, or otherwise, or remove the Furnishings from the Unit for any purpose. Resident shall be responsible for the repair or replacement costs of all loss, breakage or other damage to the Furnishings provided in the Bedroom. Resident shall be jointly and severally liable (with the other residents of the Unit) for any repair or replacement costs associated with the loss, breakage or other damage to any Furnishings provided within the Unit Common Areas.
- 14) Insurance.**
- a) Landlord does not maintain insurance to cover (a) Resident's or Resident's guests or invitees personal injury, (b) loss or damage to Resident's or Resident's guests or invitees personal property, or (c) Resident's liability for injury, loss or damage caused to others by Resident (or Resident's occupants or guests). Resident is not a co-insured, a beneficiary or an implied beneficiary under any insurance policy maintained by Landlord, unless Landlord has agreed with Resident to offer a service that is covered by a policy of insurance specifically for that service. Resident will be responsible for all damages caused by Resident's or Residents' guests or invitees failure to comply with this Contract or with any applicable law, or by the occupancy or use of the Unit, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system caused by Resident (or Resident's occupants or guests). To the extent permitted by applicable law, Landlord shall not be liable to Resident, Residents' guests or invitee, other residents of the Unit or the Facility, guests, or occupants for any damage, injury, or loss to person or property from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, theft, hurricanes, negligence of other residents or occupants of the Facility, or invited/uninvited guests, vandalism, or other occurrences. To the extent permitted by applicable law, Resident waives any and all claims against Landlord or its insurer for such injury, loss, or damage.
 - b) Resident shall abide by all rules and regulations set forth in the Insurance Addendum attached hereto and incorporated herein and shall maintain any and all insurance policies or other requirements in accordance with the terms of the Insurance Addendum.
- 15) Security Deposit.** Once Resident's application is approved, Resident shall be required to pay the Security Deposit as security for all of Resident's obligations under this Contract, which Security Deposit shall be held pursuant to applicable law. The Security Deposit will be held at JP Morgan Bank (bank or financial institution) in an account used solely for that purpose. The Security Deposit will not serve as Landlord's limit to damages should Resident violate this Contract. If Resident fails to perform any obligations under this Contract, then Landlord may, to the extent allowed by law, apply all or part of the Security Deposit to Resident's unpaid obligations (including unpaid Monthly Installments) without limiting any other right or remedy of Landlord. If the Security Deposit is reduced in order to apply all or part of it to Resident's unpaid obligations, Resident agrees that Resident will deposit within three (3) days following receipt of Landlord's demand, the funds necessary to restore the Security Deposit to the amount listed in the Schedule of Additional Fees. Following the End Date, the Security Deposit shall be returned to Resident after deducting any amounts owed for unpaid obligations or damages as allowed by law. The Security Deposit does not release Resident from the obligation of leaving the Bedroom and Unit in a good and clean condition, reasonable use and wear excepted, at the end of the Contract Term. If the Facility is transferred to a new owner, and the Security Deposit is transferred to such new owner, unless applicable law provides otherwise, Landlord will not have any further liability for the return of all or any portion of the Security Deposit to the Resident, and Resident will look to the new owner for reimbursement or disputes.
- 16) Contract Guaranty.** If Resident is unable to satisfy the self-qualification guidelines established by Landlord for the Facility, Resident must provide a guaranty ("**Guaranty**") from an individual who satisfies the criteria established by Landlord for the Facility. Resident shall deliver to Landlord any required Guaranty by the earlier of (a) the date which is five (5) days after the Effective Date, or (b) the Start Date. If Resident is unable to provide the Guaranty, Landlord may, in its sole discretion, either (x) terminate this Contract at any time prior to the Start Date, or (y) waive the requirement to provide a Guaranty; provided, however, that any such waiver may be conditioned on Resident depositing additional security with Landlord (which may include, without limitation, the payment of an additional deposit and the execution of an amendment to this Contract). ANY GUARANTY REQUIRED UNDER THIS CONTRACT SHALL BE VALID FOR THE ENTIRE CONTRACT TERM AS WELL AS EXTENSIONS OR RENEWALS THEREOF WITHOUT GUARANTOR EXECUTING A REAFFIRMATION OF SUCH GUARANTY.
- 17) Entry.** Except as otherwise provided by law, Landlord (and its agents, employees, contractors, representatives, and service providers) shall have the right to enter the Bedroom and Unit at all reasonable hours (or, in the event of an emergency, at any time), without notice to Resident and without Resident's consent, to inspect, remodel, repair and maintain and protect the Unit and the Bedroom as Landlord sees fit in its sole discretion. Further, Landlord has the right to enter the Unit and the Bedroom at all reasonable times, without notice to Resident and without Resident's consent, to show the Unit and the Bedroom to prospective residents, lenders, insurance representatives, and purchasers. Resident shall not change the locks of the Unit or the Bedroom.
- 18) Default of Contract.** Resident is in violation of this Contract, and it shall be an "**Event of Default**" hereunder if:
- a) Resident fails to pay Monthly Installments on the due date thereof and as otherwise directed by this Contract;

- b) Resident fails to pay any charge other than Monthly Installments within ten (10) days after it is due in accordance with this Contract;
- c) Resident or Resident's guest(s) violate this Contract or any addenda, the Rules and Regulations, any other rules, any applicable landlord-tenant law, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d) Any utilities payable by Resident or other residents of the Unit are disconnected or shut-off due to non-payment;
- e) Resident fails to occupy or move into the Bedroom after completion of all required documentation, or Resident abandons or apparently abandons the Bedroom (that is, it appears that Resident has moved out before the end of the Contract Term because Resident's personal belongings have been substantially moved out of the Bedroom);
- f) Any information provided to Landlord (including, without limitation, information in Resident's Contract application) by Resident or Guarantor is false, inaccurate or misleading;
- g) Resident or Guarantor files in any court pursuant to any statute, whether of the United States or of any state, a petition in bankruptcy or insolvency, or a petition is filed for the appointment of a receiver or trustee of all or a portion of the property of Resident or Guarantor, or there is an assignment by the Resident or Guarantor for benefit of creditors;
- h) Resident or Resident's guest(s) is charged with or reasonably suspected of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, delivery or sale of a controlled substance, marijuana, or illegal drug paraphernalia, or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and /or any unlawful conduct involving a minor, regardless of whether such activity results in an arrest, conviction and/or deferred adjudication, and regardless of whether such conduct occurred on or off the grounds of the Facility;
- i) Resident is charged with or reasonably suspected of a crime involving sexual misconduct of any kind, regardless of whether or not the alleged conduct occurred on or off the grounds of the Facility, and regardless of whether the alleged conduct results in an arrest or conviction, or is found to be a registered sex offender or person subject to registering as a sex offender as defined under the laws of the State;
- j) Resident's guest is a registered sex offender or subject to registering as a sex offender as defined under the laws of the State;
- k) Any illegal drugs or illegal drug paraphernalia are found in the Bedroom or the Unit (whether or not Landlord can establish possession) or illegal drug usage by Resident or Resident's guest is reported to Landlord by other residents of the Unit or Facility;
- l) Resident is unable or refuses to adjust to the concept and requirements of living in the Facility environment as evidenced by repeated complaints about Resident made by other residents or the staff of the Facility;
- m) Resident keeps any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in any part of the Facility, including, without limitation, the Bedroom and the Unit;
- n) Any act by Resident or Resident's guest(s) materially affects the health and/or safety of Resident, Resident's guest(s), other resident or other persons in the Facility;
- o) Any willful or intentional act by Resident or Resident's guest(s) or behavior by Resident or Resident's guest(s) constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other residents or persons in the Facility; or
- p) Resident fails to comply with any other material term, provision, covenant or warranty made under this Contract that is not specifically addressed above in this Section.

19) Remedies: Upon the occurrence of an Event of Default, Landlord shall have the right to all remedies at law or in equity, which may include, without limitation, the option to do and perform any one or more of the following without any requirement of demand or notice to Resident:

- a) Collect any charge or fee imposed on Resident under this Contract;
- b) Sue to collect past due Monthly Installments, Additional Fees and/or any other sum due under this Contract, and any other damages incurred because of Resident's violation of this Contract;
- c) Terminate this Contract and Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction;
- d) Terminate Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction, but not terminate this Contract or end Resident's monetary obligations hereunder;
- e) If permitted under applicable law, accelerate the Contract Amount for the balance of the Contract Term and sue to collect all unpaid Monthly Installments, Additional Fees, and/or other sums due under this Contract, and other sums which would become due until the End Date, subject to Landlord's duty to mitigate under applicable law; or
- f) Report all violations to credit reporting agencies.

The exercise of any remedy by Landlord should not be taken to exclude or waive the right to exercise any other right or remedy which Landlord might have under applicable law or in equity, or as otherwise set forth in this Contract. Regardless of whether Landlord accepts Monthly Installments or other sums due from Resident after Resident is given notice to vacate his or her Bedroom and leave the Unit or an eviction suit is filed against Resident, such acceptance of Monthly Installments or other sums is under a reservation of rights and does not waive or diminish Landlord's continuing right of eviction or any other contractual or statutory right against Resident unless Landlord specifically agrees to such in writing. Except as specifically provided otherwise in this Contract, all covenants and agreements by Resident under this Contract shall be performed by Resident at Resident's sole cost and expense and without any abatement or offset of Monthly Installments, Additional Fees or any other sums due and payable under this Contract. If Resident shall fail to perform any act on his or her part to be performed under this Contract, Landlord may, without waiving or releasing Resident from any of Resident's obligations, perform such act on behalf of Resident and all sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such

acts shall be payable by Resident to Landlord within two (2) days after demand therefor as an Additional Fee.

20) Termination. To the full extent permitted by applicable law, and except as otherwise specifically set forth in this Contract (including, without limitation, Section 21 below), no termination of this Contract prior to the End Date of the Contract Term will affect Landlord's right to collect the total Contract Amount. Resident acknowledges that conflicts among Resident and other residents of the Unit do not constitute grounds to terminate this Contract. Landlord shall not be liable or responsible for problems or disagreements arising out of any differences in personality, style of living, etc. among Resident and other residents of the Unit, or if any resident of the Unit is untruthful on any written documentation. In addition, Resident shall not be released from his or her liability under this Contract for any reason including without limitation school withdrawal, school transfer, loss of job, marriage, divorce, loss of any of the residents in the Unit, bad health or for any other reason. Except as expressly permitted by applicable law, Resident will not move out of the Bedroom or exercise any right of termination arising out of any breach by Landlord due to the condition or state of repair of the Bedroom or the Unit, and Resident waives any right, statutory or otherwise, to do so. No surrender of the Bedroom or the Unit by delivery of keys will terminate this Contract unless and until specifically accepted in writing by Landlord.

21) Resident's Rights to Terminate.

a) **Military Termination.** Resident may terminate this Contract by giving Landlord written notice if: (1) Resident is or becomes a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently depart the local area, or if Resident is relieved from active duty (subject to the exception noted below); or (2) while in military service, Resident receives military orders for a permanent change-of-station or to deploy with a military unit (or as an individual in support of a military operation) for a period of at least ninety (90) days, or Resident is deployed to a foreign country as a member of the U.S. Armed Forces and is not continuing to receive housing allowance from the military ("**Military Cause**"). To terminate this Contract for Military Cause, Resident must deliver to Landlord a written termination notice and a copy of Resident's orders or a signed letter, confirming the orders, from Resident's commanding officer, confirming a Military Cause, and if Resident meets the requirements, this Contract will terminate on the later of (1) the next Monthly Installment due date following the thirtieth (30th) day after Resident provides the termination notice, or (2) the next Monthly Installment due date following the effective date of Resident's deployment or station change. After move-out, Resident is entitled to the return of Resident's Security Deposit, less lawful deductions. When signing or renewing this Contract, if Resident already has deployment or change-of-station orders, or if Resident knows that Resident will be retiring or ending an enlistment term before the end of the Contract Term, Resident may not be allowed to enter into or renew this Contract without prior approval.

b) **No-Cause Early Termination.** Notwithstanding anything to the contrary contained in this Contract, provided Resident is not then in default under this Contract and is otherwise then in compliance with this Contract (both at the time of giving notice and at the date of termination), and provided that a condition does not then exist (both at the time of giving notice and at the date of termination) that with the passage of time or giving of notice, or both, would cause Resident to be in default under this Contract, Resident shall have the right to terminate this Contract by providing written notice to Landlord (the "**Early Termination Notice**") of such termination and paying to Landlord the No-Cause Termination Fee. The effective termination date of this Contract shall be the date that is sixty (60) days from and after Landlord's receipt of the Early Termination Notice, provided that Resident has paid the No-Cause Termination Fee to Landlord as of such date. Should Resident fail to pay the No-Cause Termination Fee or otherwise fail to satisfy the terms and conditions set forth above, the Early Termination Notice shall be deemed null and void and this Contract shall continue in full force and effect.

22) Move-Out. When Resident vacates the Bedroom and the Unit, whether at or prior to the end of the Contract Term, Resident shall leave the Bedroom and the Unit (including without limitation the carpets, walls, windows, bathrooms, kitchen, patios, balconies, and Furnishings) clean and in good repair and condition, subject to normal wear and tear. Resident shall schedule a walk-through of the Bedroom and the Unit with Landlord's staff no later than three (3) days prior to the end of the Contract Term. If Resident fails to leave the Bedroom and the Unit Common Areas in clean and in good repair and condition as described above, Resident (and, to the extent applicable, the other residents of the Unit) shall be responsible for the charges to complete any cleaning, repair or replacement. In addition, if Resident fails to remove any of Resident's property from the Bedroom, the Unit or other portions of the Facility after Resident vacates the Bedroom and the Unit, or upon the end of the Contract Term, such property shall be considered abandoned by Resident and may be stored or disposed of by Landlord in any manner whatsoever without accounting to Resident or being liable to Resident for such disposition. Landlord shall have the right to charge Resident, and Resident shall pay Landlord for, all costs incurred by Landlord to remove, store or dispose of such property. This Section survives the expiration of the Contract Term or earlier termination of this Contract.

23) Subletting and Renting. This Contract permits Resident, and Resident only, to live in the Bedroom. Resident shall occupy the Bedroom as a private residence and for no other purpose. Resident shall not (a) sublease the Bedroom and/or the Unit, or (b) lease, rent or otherwise allow others to occupy the Bedroom or the Unit through Airbnb, Inc. or any similar service, or any website or other medium which is used to list, find and rent lodging.

24) Assignment. Resident may not assign this Contract without Landlord's prior written consent, which consent shall be granted or withheld in Landlord's sole discretion. In order to request an assignment, Resident shall complete the Landlord's Assignment Intent Form, which is available in the Management Office. Resident acknowledges that the completion of the Landlord's Assignment Intent Form does not release Resident or Guarantor of any of the obligations under this Contract: the Assignment Intent Form only documents Resident's request to assign this Contract. Resident acknowledges and

agrees that Landlord is not responsible for identifying a replacement resident to whom Resident can assign this Contract, and Landlord is not obligated to fill the Bedroom prior to filling other available bedrooms in the Facility. In the event that Landlord approves the assignment of this Contract to a replacement resident, such assignment shall be deemed complete only when all of the following have occurred: (a) all fees due and payable by Resident have been paid, including, without limitation, the Assignment Fee, (b) any and all required paperwork is completed by Resident and the replacement resident, and (c) the replacement resident moves into the Bedroom. Unless otherwise expressly agreed to by Landlord in writing, no assignment by Resident shall relieve Resident or any Guarantor of any liability under this Contract.

- 25) Vacant Bedrooms.** Resident acknowledges that the Unit may contain other bedrooms in which other residents may reside. Resident hereby acknowledges that Landlord, in Landlord's sole and absolute discretion, may assign a resident to any vacant bedroom in the Unit before or during the Contract Term, without notice. Landlord shall not be responsible for any conflict between Resident and any other occupants of the Unit, or any guest, licensee or invitee of any other occupant of the Unit, whether or not such resident has been assigned to the Unit by Landlord. If Resident occupies any vacant bedroom within the Unit, Resident shall execute a new contract with respect to such bedroom, and shall pay to Landlord, in addition to the Monthly Installments due hereunder, the monthly installments, additional fees and other charges for such bedroom.
- 26) Relocation.** Landlord reserves the right, in its sole discretion and upon five (5) days' advance notice to Resident, to relocate Resident to another unit in the Facility. In the event of an emergency, as determined by Landlord, Landlord may relocate Resident upon less than five (5) days' advance notice. If Resident desires to be relocated to another unit in the Facility, Resident shall submit a written relocation request to Landlord, which request shall be granted or denied in Landlord's sole discretion. Prior to relocating to the new bedroom, Resident shall (a) pay to Landlord the Relocation Fee and all Monthly Installments, Additional Fees and other sums due and payable by Resident under this Contract, (b) execute any documents required by Landlord, and (c) pay to Landlord a security deposit for the new bedroom, the amount of which shall be determined by Landlord in its sole discretion. Upon the completion of (a) through (c) in the immediately preceding sentence, Resident shall vacate the Bedroom and move into the new bedroom within twenty-four (24) hours or Resident shall be financially liable for the Bedroom and the new bedroom. Landlord's consent to one or more relocations shall not constitute consent to any future relocation. Under no circumstances shall Landlord be responsible for relocation costs.
- 27) Holdover.** If Resident fails to vacate the Bedroom or the Unit by the End Date or earlier termination of the Contract Term, Resident shall pay the Holdover Resident Fee to Landlord by 8:00 a.m. on each day of the holdover. The inclusion of the preceding sentence in this Contract shall not be construed as Landlord's consent for Resident to hold over. No such holding over by Resident shall constitute any form of tenancy, but will be considered unlawful possession, and Landlord may exercise any right or remedy available under this Contract or applicable law to recover possession of the Bedroom and the Unit, and to recover damages from Resident. If any holding over prevents a new resident from occupying the Bedroom or the Unit, Resident may also be liable to Landlord for all monthly installments, additional fees, and other sum due and payable under the new resident's Contract with Landlord, subject to Landlord's obligation under applicable law, if any, to mitigate damages.
- 28) Damage/Destruction/Condemnation.** Resident shall immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving or known to Resident, elsewhere at the Facility. If, during the Contract Term, the Bedroom or the Unit is damaged or destroyed by fire or other casualty, then, at Landlord's option: (a) the Bedroom or the Unit shall be promptly restored and repaired by Landlord and any Monthly Installments for the period that the Bedroom or the Unit is uninhabitable by Resident shall abate, unless and to the extent Landlord provides Resident with a comparable alternative living space, in which event Monthly Installments will not be abated, (b) Landlord may terminate this Contract by so notifying Resident, in which event the Monthly Installments shall cease to accrue as of the date of such damage or destruction, or (c) Landlord may relocate Resident to another bedroom or unit within the Facility or a comparable facility. Notwithstanding the foregoing, Resident shall not be excused from paying Monthly Installments, Additional Fees, or other sums due under this Contract if the damage or destruction to the Bedroom or the Unit is caused by Resident or any guest of Resident. If the Unit or the Facility is condemned, this Contract shall terminate on the date Landlord tenders possession of the Unit or the Facility to the condemning authority. All condemnation damages shall be the property of Landlord.
- 29) Limited Liability and Release.** Neither Landlord nor the Landlord Parties shall be liable to Resident or Resident's 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 or Resident's personal conflict with other residents of the Facility. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, RESIDENT, FOR HIMSELF/HERSELF AND FOR RESIDENT'S GUESTS, RELEASES LANDLORD AND THE LANDLORD PARTIES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (A) FOR LOSS OR THEFT OF RESIDENT'S OR RESIDENT'S GUEST'S PERSONAL PROPERTY, AND/OR (B) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO RESIDENT OR RESIDENT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, THE AMENITIES OR THE OTHER PORTIONS OF THE FACILITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. RESIDENT ASSUMES FOR HIMSELF/HERSELF AND FOR ALL OF RESIDENT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF ANY PORTION OF THE FACILITY, INCLUDING, WITHOUT LIMITATION, THE AMENITIES AND ALL FACILITY COMMON AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR RESIDENT'S USE, AT RESIDENT'S SOLE RISK. RESIDENT IS RESPONSIBLE FOR THE ACTIONS OF RESIDENT'S GUESTS.**

30) Security.

- a) Resident acknowledges that Landlord has not made any representations, either written or oral, to Resident concerning the safety of his or her Unit or the Facility or the effectiveness or operability of any security devices or security measures at the Unit or the Facility. At Landlord's sole and absolute discretion, Landlord may elect to install certain security devices or measures that are not required by law. The installation of these security devices or measures does not imply that Landlord will monitor any of these security devices or measures. It is further understood that Landlord may elect to install, remove, or modify any Video Surveillance (as defined below) equipment and other security devices or measures at any time, with or without notice to Resident. Resident acknowledges and agrees that Resident's security is Resident's responsibility alone. Resident acknowledges that Landlord neither warrants nor guarantees the safety or security of Resident or its guests against any criminal, tortious, or wrongful acts of any person. Resident acknowledges that security devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect himself or herself and his or her property as if these devices or measures did not exist. Resident agrees to immediately notify Landlord in writing of any malfunctions involving locks, doors or windows.
- b) Resident acknowledges that internal and external video cameras and recording devices may be located throughout public locations at Facility ("Video Surveillance") to monitor the same for safety and security and to aid law enforcement, and that such Video Surveillance may be monitored virtually by Landlord and other third-parties. Landlord hereby reserves the right to share the Video Surveillance with necessary parties, including but not limited to, security contractors and law enforcement agents and personnel. Resident acknowledges, however, that Video Surveillance may not be actively monitored, may be discontinued entirely, and/or may be subject to outages, service interruptions, and other interruptions of service.

31) Subordination. This Contract and Resident's rights hereunder are subject and subordinate to any present and future lien of a lender (a "**Lender**") which is secured by all or any portion of the Facility. Resident shall, within five (5) days after Landlord's request, sign any documentation that Landlord requests to confirm that this Contract is so subject and subordinate. If Resident fails to deliver to Landlord such signed documentation within such five (5)-day period, Landlord may sign the same as the attorney-in-fact of Resident and in Resident's name, place, and stead, and Resident hereby irrevocably makes, constitutes, and appoints Landlord as such attorney-in-fact for that purpose, such right being coupled with an interest. In the event that a Lender or such other party (any such party, a "**Transferee**") takes over ownership of the Facility as a result of foreclosure, the exercise of power of sale, or other similar proceedings, Transferee may elect to terminate or continue this Contract. If Transferee elects to continue this Contract, Resident shall attorn to and recognize such Transferee as "Landlord" under this Contract for the balance of the Contract Term, and any extension or renewal thereof, and this Contract shall continue as a direct Contract between Resident and Transferee, except that Transferee shall not be (a) responsible for any act or omission of Landlord before the date Transferee acquired the Facility; (b) subject to any offset, defense or counterclaim against Landlord accruing before the transfer; (c) bound by any previous prepayment of more than one (1) Monthly Installment or one (1) month's Additional Fees; or (d) required to pay to Resident or account for any Security Deposit or funds of the Resident other than any Security Deposit or other funds actually delivered by Landlord to Transferee.

32) Condition of Premises.

- a) Resident shall be liable for the cost of any and all repairs made necessary by the violation of the terms of this Contract by Resident or Resident's guests, or the negligent or careless use of the Bedroom, the Unit, or any other part of the Facility including without limitation (i) the costs of any and all repairs for damage from waste water stoppages or other plumbing issues caused by foreign or improper objects in lines serving any bathroom used by Resident or the kitchen of the Unit, (ii) damage to Furnishings, doors, windows or screens, (iii) damage caused from windows or doors being left open, and (iv) repairs or replacements to security devices necessitated by misuse or damage by Resident or Resident's guests (including damage to the Bedroom and the Unit Common Areas that may have been caused by other residents of the Unit (if Landlord cannot ascertain the individual who caused the damage)). Landlord may require Resident to prepay such repairs, or, if Landlord advances the funds for such repairs, Resident shall be responsible for reimbursing Landlord for the same within ten (10) days following receipt of an invoice from Landlord. Excepting only ordinary wear and tear, Resident shall be solely responsible to Landlord for damages to the Bedroom and the Furnishings therein. In addition, Resident shall be jointly and severally liable (with the other residents of the Unit) for all damages to Unit Common Areas and the Furnishings therein. In addition, Resident shall be liable to Landlord for any damages of any nature that result from the usage by Resident or Resident's guests to any of the Amenities and any of the furnishings, property, systems or components located in the Facility Common Areas. Landlord will provide normal maintenance and repair of the Bedroom and the Unit without additional charge to Resident, except for repairs made necessary by the misuse of the Bedroom or the Unit by Resident or Resident's guests. Resident will immediately report to Landlord, in writing, the need for repair of the Bedroom or the Unit, including plumbing, heating, air conditioning and other systems. If damage is incurred within the Bedroom or the Unit due to Resident's failure to timely submit a maintenance request to Landlord, then Resident shall be liable for any costs resulting from such delay. Landlord's repair costs payable by Resident hereunder shall include Landlord's actual out-of-pocket expenses plus an overhead charge of fifteen percent (15%). This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- b) If there is noncompliance by Resident materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and Resident fails to comply (i) as promptly as conditions require in case of emergency, or (ii) within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Resident

remedy it within that period of time, Landlord may enter the Unit and cause the work to be done in a workmanlike manner and submit a bill to Resident for the cost thereof, and such charges shall be due within ten (10) days following Resident's receipt of such bill. The costs payable by Resident hereunder shall include Landlord's expenses plus an overhead charge of fifteen percent (15%). This subparagraph does not limit Landlord's right to terminate tenancy under applicable statutes.

- 33) Parking.** The Parking and Access Addendum attached to this Contract and incorporated herein by this reference and the Rules and Regulations set forth the rights and obligations of Landlord and Resident with respect to parking at the Facility.
- 34) Landlord Obligations.** Resident shall notify Landlord in writing of any alleged violation by Landlord of any of its obligations to Resident under this Contract, within fourteen (14) days after the alleged violation. To the full extent permitted by applicable law, the failure of Resident to make such notification within such time shall constitute a complete waiver by Resident of such violation by Landlord.
- 35) Rules and Regulations.** Resident shall comply with the Rules and Regulations attached to this Contract as **Exhibit B** and by this reference incorporated herein (as the same may be altered, supplemented, amended, or modified from time to time in accordance with this Section 35, the "**Rules and Regulations**"). To the extent allowed by law, Resident shall be bound by any reasonable alterations, supplements, amendments, and modifications to the Rules and Regulations that Landlord may make from time to time, and any such alterations, supplements, amendments and modifications shall be deemed effective and a part of this Contract upon the earlier of the date the same are delivered to Resident, or posted in the Facility Common Areas. In the event of any inconsistency between the terms of this Contract and the Rules and Regulations, the provisions of the Rules and Regulations shall govern and control, and all other provisions of the Rules and Regulations shall remain in effect. Resident is responsible for Resident's guests' compliance with the Rules and Regulations. Landlord shall use commercially reasonable efforts to cause other residents and guests of the Facility to comply with the Rules and Regulations; provided, however, to the fullest extent permitted by applicable law, in no event shall Landlord be responsible for any party's failure to comply with the Rules and Regulations.
- 36) Resident's Rental History.** Resident acknowledges and agrees that, if a third party requests information on Resident or Resident's rental history for law enforcement, governmental or business purposes, Landlord may provide such information. Landlord may request information from any utility provider about pending or actual connections or disconnections of utility service to the Unit.
- 37) Amenities.** Resident acknowledges and agrees that Landlord has no obligation to provide any Amenities, and Landlord may temporarily or permanently remove any of the Amenities at any time without providing notice to Resident. Resident acknowledges that Amenities with mechanical components can be rendered inoperable at any time, and Landlord shall have no obligation to repair or replace any of the Amenities. In no event shall Resident be entitled to withhold Monthly Installments, to a reduction in any Monthly Installment, or to terminate this Contract by reason of malfunction, suspension, or removal of any of the Amenities.
- 38) Consent to Contact.** Resident agrees that Landlord (or others on its behalf) may email, call or text Resident at any phone number Resident provides (such as in the signature section below) for marketing purposes including with automated systems, artificial or prerecorded messages, or using artificial intelligence. If Resident does not want to receive automated or artificial and/or prerecorded communications from Landlord, Resident may make such a request: (a) with respect to text messages, by replying "STOP"; and/or (b) with respect to all other communications, by writing to email: privacy@landmarkproperties.com. Message and data rates may apply. Consent is not a condition of purchase and calls may be monitored/recorded. Resident's consent outlined in this paragraph survives termination of this Contract.
- 39) Dispute Resolution Arbitration. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS RESIDENT'S RIGHTS, AND THE RIGHTS OF THOSE TO WHOM RESIDENT PROVIDES ACCESS TO THE PREMISES, INCLUDING GUESTS, GUARANTORS, AND ASSIGNEES.**

Except as expressly provided below, Landlord and Resident agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Contract or a similar prior contract, the Premises, or the relationship between Resident and Landlord and its affiliates and parents (including matters occurring prior to the date of this Contract and disputes with third parties) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability. The right and obligation to arbitrate under this section shall extend to all Claims, including those against or involving third parties such as Landlord's or its affiliates' officers, directors, employees, agents, shareholders, members, partners, subsidiaries, joint venturers, or contractors.

Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties shall agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. The Parties shall select an arbitrator according to a "strike and rank" procedure whereby the Parties: (a) will request and obtain a list of no less than five (5) arbitrators (subject the qualifications below); (b) within ten (10) days of service of an arbitrator list on the Parties, strike the names of two (2) proposed arbitrators; and (c) rank the remaining arbitrators in order of preference with number 1 being the

most preferred ranking. The remaining arbitrator with the lowest aggregate ranking of preference shall be selected to serve. If the "rank and strike" procedure fails or results in a tie, the AAA (or a substitute arbitration organization) shall appoint an arbitrator." The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The arbitration will be concluded within three months of the date the arbitrator is appointed. Because the Contract memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.

To increase the efficiency of administration and resolution of arbitrations, Landlord and Resident agree that in the event that there are one hundred (100) or more individual requests to arbitrate Claims of a substantially similar nature filed with the assistance of the same law firm, group of law firms, or organizations within a reasonably close proximity ("Requests"), the arbitrator will: (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). All parties agree that Requests are of a "substantially similar nature" if they arise out of the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the arbitrator, and the arbitrator shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by the Landlord. Landlord and Resident agree to cooperate in good faith with the arbitrator to implement the Batch Arbitration approach including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

To the extent not inconsistent with the Arbitration Rules (or the rules of a substitute arbitration organization if the AAA is unavailable), Resident and Landlord agree that either party may serve upon the other a written offer to settle a Claim ("Settlement Offer") for the money specified in the Settlement Offer and to enter an agreement dismissing the Claim. If the Landlord makes a Settlement Offer which is rejected by Resident, the Landlord shall be entitled to recover reasonable attorneys' fees and expenses incurred by the Landlord (or on its behalf) from the date of the rejection of the Settlement Offer through the later of the entry of the arbitrator's award or the subsequent confirmation of said award if the arbitrator's award is one of no liability or the award obtained by Resident is less than 75 percent of such a Settlement Offer. If Resident makes a Settlement Offer which is rejected by the Landlord and Resident obtains an arbitrator's award in an amount greater than 125 percent of the Settlement Offer, Resident shall be entitled to recover reasonable attorneys' fees and expenses incurred by Resident (or on Resident's behalf) from the date of the rejection of the Settlement Offer through the later of the entry of the arbitrator's award or the subsequent confirmation of said award.

The following matters will not be subject to arbitration but will instead be adjudicated in the appropriate court of the state in which the Facility is located: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by Landlord or its assignee for collection of amounts owed by Resident under this Contract; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in such court, instead of arbitration.

Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.

Resident also agrees that: **(a) CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL, NON-CLASS, AND NON-REPRESENTATIVE CAPACITY, AND THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED ABSENT CONSENT OF ALL PARTIES; and (c) TO THE FULLEST EXTENT PERMITTED BY LAW, RESIDENT AND LANDLORD HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY, EVEN FOR DISPUTES NOT SUBJECT TO ARBITRATION.**

Resident can decline this arbitration agreement by timely writing to 315 Oconee Street, Athens, GA 30601 and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that Resident wishes to opt out of this arbitration agreement. To be effective, the opt-out notice must be mailed no later than 30 days after the date Resident becomes bound by the arbitration agreement. Please note that Resident will continue to be bound by any older arbitration provision Resident did not opt out of and any arbitration provision that otherwise governs the Claims.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, except that if the class action waiver above is found unenforceable, the entire arbitration agreement is void, other than the jury waiver provision.

40) Miscellaneous.

- a) **Incorporation of Addenda; Inconsistency.** Each addendum attached to this Contract is incorporated herein by this reference. In the event of any inconsistency between the terms of this Contract and the attached addenda, the terms and conditions of the applicable addendum shall govern and control.
- b) **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of Landlord and its successors and assigns. This Contract represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Contract may only be amended by a written instrument executed by both Landlord and Resident.
- c) **Waiver:** No failure or delay on the part of Landlord to enforce any term or condition of this Contract will be considered a waiver or relinquishment of any right or remedy of Landlord hereunder, and will not be considered a waiver of any future breach of such term or condition. All remedies provided for in this Contract are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
- d) **Joint and Several Liability.** If this Contract is signed by more than one person as Resident, then the liability hereunder of all such persons to Landlord shall be joint and several, and references in this Contract to Resident shall be deemed to include all persons who so sign this Contract as Resident. Resident and each of the other residents of the Unit are jointly and severally liable for all obligations relating to the Unit Common Areas and the utilities (if applicable); provided, however that Resident alone is liable for Monthly Installments and Additional Fees, and obligations under this Contract relating to the Bedroom.
- e) **Severability.** In the event any clause or provision of this Contract is or becomes illegal, invalid or unenforceable because of any present or future laws, or any rule or regulation of any governmental body or entity, such provision shall be deemed severed from this Contract, and the remaining parts of this Contract shall not be affected thereby. Notwithstanding the foregoing, in the event that such illegality, invalidity or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Contract on written notice to Resident.
- f) **Time of Essence.** Time is of the essence in this Contract. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively. In the event that any time period (other than the Contract Term) specified herein shall expire on a weekend or a federally recognized holiday, then such time period shall be automatically extended to the next business day.
- g) **Entire Agreement.** Landlord and Resident agree that this Contract (and any exhibits and addenda attached hereto) contain the entire and sole agreement between Landlord and Resident, and prior oral or written representations, inducements, expectations, promises or agreements between Landlord and Resident not specifically set forth in this Contract shall be of no force or effect. No modification or amendment of this Contract shall be binding upon the Landlord and Resident unless such modification or amendment is in writing and signed by Landlord and Resident. For purposes of this Section 40(g), a modification or amendment shall be deemed "in writing and signed" if completed and electronically signed by Landlord and Resident through any computer-based leasing/property management program utilized by Landlord.
- h) **Attorney's Fees.** To the extent allowed by law, if Landlord brings legal action to enforce this Contract against Resident, and the court or other legal body rules in favor of Landlord, in whole or in part, Resident is liable for the costs and expenses of such action incurred by Landlord, including Landlord's reasonable attorneys' fees, in addition to any amounts awarded to Landlord in such action.
- i) **Notices.** All notices and other communications required by or relating to this Contract shall be effective, if by Landlord to Resident, by serving on Resident in person, by posting notice on the door of the Unit, by electronic mail, or by mailing or delivering said notice to Resident at his or her Unit. When the notice or communication applies to more than one resident of the Unit, such notice shall be conclusively deemed to have been given to all residents of the Unit, including Resident, when such notice is given to any one of the residents. All notices and demands by Resident to Landlord should be delivered in writing to the Management Office.
- j) **Agent's Rights.** Landlord hereby appoints and assigns to Agent all rights, duties, and authority of Landlord under this Contract. Resident acknowledges said appointment and assignment and agrees to recognize Agent as Landlord's agent for all purposes recited in this Contract and shall deliver all notices and payments required of Resident under this Contract to Agent at the Management Office. Any and all releases or indemnifications inuring to the benefit of Landlord hereunder, or in any of the exhibits or addenda attached hereto, shall equally apply to Agent.
- k) **Counterparts.** This Contract may be executed by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution, the parties agree that this Contract may be executed and forwarded to the other party by facsimile, by e-mail in "PDF" format, or by electronic signature, and such party's facsimile, "PDF" or electronic format signature shall be binding and enforceable as an original signature.
- l) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state in which the Facility is located (the "State").
- m) **Headings.** The use of headings in this Contract is solely for the convenience of indexing the various Sections hereof and shall in no event be considered in interpreting any provision of this Contract.
- n) **Disclosures.** Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way. Until Landlord has executed this Contract, Landlord shall have the right to refuse to lease a Bedroom to Resident for any reason whatsoever; provided, however, such refusal shall not be based on the applicant's protected class status under any federal, state or municipal law. In the event of a refusal, Resident shall be refunded, if applicable, any prepaid Monthly Installments and/or refundable Additional Fees.
- o) **Electronic Delivery of Certain Information/Documentation.** Landlord may, but is not required to, provide the following

information and/or documentation to Resident via electronic means: (a) a copy of the Contract and any documents related to the Contract, (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund, (c) any promise to clean, repair, or otherwise improve any portion of the premises made by Landlord prior to entering into this Contract with Resident, (d) advance notice of entry to inspect, make repairs, or show the premises to prospective residents or purchasers.

- p) **OFAC Compliance.** a) Resident represents and warrants that (i) Resident is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of any Resident constitute property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Resident (whether directly or indirectly); (iv) none of the funds of Resident have been derived from any unlawful activity with the result that the investment in Resident shall be prohibited by law or that the Lease is in violation of law; and (v) Resident has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Resident shall be prohibited by law or that such Resident shall be in violation of law. (b) Resident covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Resident has a reasonable basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Contract; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Resident's compliance with the terms hereof. (c) Resident hereby acknowledges and agrees that Resident's inclusion on the List at any time during the Contract Term shall be a material Default of the Contract. Notwithstanding anything herein to the contrary, Resident shall not permit the Unit or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Unit or Bedroom by any such person or entity shall be a material Default of the Contract.
- q) **Privacy.** By signing this Contract, Resident agrees to Agent's Terms of Use, located at <https://www.landmarkproperties.com/terms-of-use/>, and consent to Landmark Properties' data collection, use, and disclosure practices, and other activities as described in Agent's Privacy Policy, located at <https://www.landmarkproperties.com/privacy-policy/>, and any additional privacy statements that may be posted on an applicable part of the Service.

IN WITNESS WHEREOF, Landlord and Resident have executed this Contract as of the date and year first above written.

LANDLORD:

The Standard at Ann Arbor, LLC

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

EXHIBIT A
DEFINED TERMS

1. **"Additional Fees"** has the meaning set forth in Section 3.
2. **"Agent"** has the meaning set forth in Section 1(e).
3. **"Alternative Accommodations"** has the meaning set forth in Section 5(b).
4. **"Amenities"** shall mean, collectively, any club house, pools, hot tubs, fitness centers, fitness equipment, tanning beds, sports courts, WiFi internet service, grills, computer labs, roof decks, balconies, golf simulators, pool tables, movie theatres, or other recreational equipment or facilities located within the Facility Common Areas for the non-exclusive use by all residents of the Facility.
5. **"Bedroom"** has the meaning set forth in Section 4(a).
6. **"Condition Form"** has the meaning set forth in Section 7(b).
7. **"Contract"** has the meaning set forth in the preamble.
8. **"Contract Amount"** has the meaning set forth in Section 2(a).
9. **"Contract Term"** has the meaning set forth in Section 1(g).
10. **"Early Termination Notice"** has the meaning set forth in Section 21(b).
11. **"Effective Date"** has the meaning set forth in the preamble.
12. **"End Date"** has the meaning set forth in Section 1(g).
13. **"Event of Default"** has the meaning set forth in Section 18.
14. **"Facility"** has the meaning set forth in Section 1(a).
15. **"Facility Common Areas"** means all areas of the Facility to which all residents have general access from time to time, as provided in Landlord's discretion.
16. **"Furnishings"** means all furniture, fixtures, equipment and appliances provided by Landlord for use in the Bedroom and/or the Unit Common Areas, but not any furniture, fixtures, equipment and appliances provided by Landlord for use in the other bedrooms within the Unit.
17. **"Green Fee"** shall mean, monthly fee for LED bulbs, paperless billing, trash/recycling and similar expenses and charges to be incurred by Landlord for the Contract Term.
18. **"Guaranty"** has the meaning set forth in Section 16.
19. **"Landlord"** has the meaning set forth in Section 1(d).
20. **"Landlord Parties"** means (a) Agent, (b) the respective agents, employees, affiliates, officers, members and directors of Landlord and Agent, and (c) the successors and assigns of any of the aforementioned parties.
21. **"Utilities"** has the meaning set forth in Section 12.
22. **"Lender"** has the meaning set forth in Section 31.
23. **"Management Office"** has the meaning set forth in Section 1(f).
24. **"Military Cause"** has the meaning set forth in Section 21(a).
25. **"Monthly Installment"** has the meaning set forth in Section 2(a).
26. **"Releasees"** has the meaning set forth in Section 29.
27. **"Resident"** has the meaning set forth in Section 1(c).
28. **"Resident Service Fee"** means costs associated with Resident access, events, amenities, and services at the Facility, including but limited to, those related to the administration and maintenance of Resident portals and other administrative services, Amenities, Common Areas, and other communal spaces at the Facility.
29. **"Rules and Regulations"** has the meaning set forth in Section 35.
30. **"Start Date"** has the meaning set forth in Section 1(g).
31. **"State"** has the meaning set forth in Section 40 (l).
32. **"Telecom Fee"** means a fee required by Owner. The Telecom Fee includes the cost of set up and management of cable, Internet and utility management services.
33. **"Transferee"** has the meaning set forth in Section 31.

34. **"Unit"** has the meaning set forth in Section 4(a).
35. **"Unit Common Areas"** means all areas within the Unit to which Resident and the other residents of the Unit have access without entering into any bedroom within the Unit.

EXHIBIT B

RULES AND REGULATIONS

Any and all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Housing Contract to which this Exhibit B is attached (the "Contract"). Resident acknowledges that Landlord shall have the right to assess reasonable charges for violations of these Rules and Regulations, and Resident shall pay such charges to Landlord in accordance with the Contract, even if the exact amount of any particular charge is not listed below or in the Contract. All of the Rules and Regulations shall apply to Resident's guests, and Resident shall be responsible for ensuring that Resident's guests comply with the provisions of this Exhibit B. Any reference to "Resident" in the below provisions shall apply equally to Resident's guests.

1. FACILITY.

- a. Resident shall use the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility for purposes of ingress and egress only. Resident shall not obstruct (or allow or cause bicycles, vehicles or other items to obstruct) the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility.
- b. Resident may not distribute, post, or hang any signs or notices in any portion of the Facility (other than the Bedroom and the Unit in accordance with these Rules and Regulations).
- c. Resident shall not leave bicycles in any area of the Facility, except on bicycle racks provided by Landlord (if any) in Landlord's sole discretion.
- d. Motorcycles, motor scooters, mopeds, e-bikes or other vehicles with internal combustion engines, ion batteries, or lithium batteries are prohibited in any building within the Facility.
- e. Team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc. shall be limited to the designated areas (if any) only. In no event shall such sports be played in parking areas or the pool area.
- f. Resident shall not move or remove any furniture provided by Landlord in the Facility Common Areas. Moving or removing such furniture will be considered disorderly conduct or theft, and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
- g. Use of the Facility Common Areas (including, but not limited to, the Amenities) shall be limited to Resident, Resident's guests, and the other residents (and other residents' guests) of the Facility. Guests of residents using the Facility Common Areas and/or the Amenities must be accompanied by Resident at all times. If Resident's guest is sixteen (16) years of age or younger, such guest must be accompanied by a parent or guardian at all times. Landlord shall have the right, in its sole discretion, to prohibit Resident's guests from using the Facility Common Areas and/or the Amenities.
- h. All household trash and garbage must be placed directly in (and not around or in the vicinity of) the applicable trash chute, bin, dumpster, or compactor located within the Facility. In no event shall Resident dispose of any furniture, mattresses, boxes, or construction debris in any of the trash receptacles provided by Landlord or elsewhere within the Facility. Resident shall not leave such trash and refuse in the Bedroom, the Unit, or other portions of the Facility. In no event shall Resident leave trash or refuse outside of the Unit for any time period, except for the placement of trash or refuse in the applicable trash chute. Should Resident fail to comply with this provision, Landlord reserves the right to charge Resident the Garbage Removal Fee, or such other fee as is reasonable under the circumstances, as determined by Landlord in Landlord's sole and absolute discretion. In addition, Resident shall be liable for the cost of any additional clean-up or repairs required as a result of any violation of this provision.
- i. Resident shall not operate any business within the Facility, including without limitation, a childcare service.
- j. Resident must be in compliance with all posted signs at the Facilities, including without limitation, rules related to Amenities.

2. BEDROOM AND/OR UNIT

- a. Resident shall not place any signs in the Bedroom or the Unit that are visible from the exterior of the building in which the Bedroom and the Unit are located. All draperies, drapery linings, shutters or blinds visible from the exterior of the Unit must show white or off-white. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place. Neon or flashing signs cannot be displayed in any window.
- b. Resident shall keep clean and uncluttered the patios and balconies that are a part of the Bedroom and/or the Unit. Resident shall not hang (or allow to be hung) garments, rugs or any other items from any exterior of the Bedroom or the Unit (including, without limitation, windows, patios, and balconies). Resident shall not throw, drop or hang any item out of the windows of the Bedroom or the Unit, or off the balconies or patios of the Bedroom and/or the Unit. Resident shall not use the patios or balconies for storage purposes. Resident shall not fence in, wire, or otherwise enclose the patios and/or balconies. Furniture on the balconies and patios of the Bedroom and/or the Unit shall be limited to furniture designed for outdoor use. Resident shall be subject to a written warning, fine, or both for violation of this provision, in addition to any clean-up costs or repairs required as a result of any violation of this provision. Landlord reserves the right to deny placement of items deemed inappropriate on or about Resident's Unit.
- c. Resident may place a welcome mat in front of entry to the Unit; provided, however, in no event shall Resident place a rug or carpet remnant in front of the entry to the Unit.
- d. Resident shall not install (or cause to be installed) any electrical or telephone wiring in the Unit or in any portion of the Facility.
- e. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident only for the purpose for which they

were constructed. Sweepings, rubbish, rags, ashes, grease, and other foreign substances shall not be thrown in any plumbing apparatus.

- f. Except in the case of a fire, Resident shall not trigger the overhead sprinkler system in the Unit (if applicable). Resident acknowledges that a simple depression of the sprinkler head will result in a total draining of water from the overhead sprinkler system. To the full extent permitted by applicable law, Landlord shall not be liable for damages incurred if the overhead sprinkler system is triggered. If the overhead sprinkler system is triggered in the absence of a fire, Resident shall be subject to a written warning, the Sprinkler Violation Charge, or both, in addition to any clean-up costs or repairs required as a result of any violation of this provision.

3. **PROHIBITED ITEMS.** Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility: (a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid-filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation pistols, rifles and other firearms, BB guns, paint pellet guns, nunchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers), (h) live-cut Christmas trees, wreaths or other live decorations, (i) pool tables, (j) hot plates, candles, halogen lamps, space heaters, cooking grills, lighter fluid, or any other item that has a heating element or open flame, (k) aerials, masts or other short wave radio transmitting equipment, or (l) satellite dishes.

4. **ALTERATIONS TO UNIT.** Resident shall not modify any portion of the Unit (including, without limitation, the ceilings, floors, walls, shelves, closets) in any manner without Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion. Resident shall not place any decals, stickers or other adhesive materials on walls, windows or other surfaces of the Bedroom or the Unit. Posters shall be secured to the walls with push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using the proper picture-hanging hooks that do not penetrate through the dry wall boards. Resident shall not change the structure or appearance of the patios or balconies in the Bedroom and/or the Unit in any manner.

5. **ANIMAL.**

- a. **All pets and animals are prohibited in the Bedroom, the Unit, or anywhere else on the Facility unless and until (a) Landlord has approved in writing the pet or animal (which approval shall be granted or withheld in Landlord's sole discretion), (b) Landlord and Resident have executed an Animal Addendum (a copy of which is available at the Management Office), and (c) Resident has paid applicable fees.** Animal and pet prohibitions apply to mammal, rodents, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit service or assistance animals from residing in the Unit, if Resident submits documentation from a health professional confirming the need for such service or assistance animal; however, such documentation from a health professional shall not be required in situations where there is an obvious need for the service or assistance animal. If Resident violates the terms of this provision, the following shall apply: (a) for the first (1st) violation, Landlord will issue Resident a written warning specifying the complaint, the Animal Violation Fee (First Violation) will be assessed against Resident, and Resident shall immediately remove the animal or pet from the Facility; and (b) for each additional violation, the Animal Violation Fee (Additional Violation) will be assessed against Resident, Resident shall immediately remove the animal or pet from the Facility, and (c) at the option of Landlord for any violation, there shall be an immediate Event of Default under the Contract. In addition to the Animal Violation Fee (First Violation) and Animal Violation Fee (Additional Violation), Resident shall be responsible for all costs and expenses related to a violation of this provision (including, but not limited to, cleaning and/or replacing carpet and pest control treatment).
- b. At Landlord's option, Landlord may elect to use a third-party pet screening service ("Pet Screening Service"). Should Landlord elect to use the Pet Screening Service, in addition to the requirements set forth above, Resident shall be required to enroll in the Pet Screening Service and comply with all obligations required by the Pet Screening Service, including but not limited to, the payment of any applicable fees charged by the Pet Screening Service in order to qualify the presence of such pet or animal at the Facility or in the Unit ("Pet Screening Service Qualification").

6. **UTILITIES:**

- a. **IF RESIDENT CONTRACTS FOR UTILITIES:** Resident must cause all Resident Utilities (as such term is defined in the Utilities Addendum) except cable television, telephone services and/or internet services (to the extent such services are Resident Utilities under the Utilities Addendum) to remain active, even during university holidays.
- b. For all periods during freezing weather, unless Landlord instructs otherwise, Resident must, twenty-four (24) hours per day, (i) keep the Unit heated to at least sixty degrees Fahrenheit (60°F), (ii) keep cabinet and closet doors open, and (iii) drip water from all faucets. During warmer periods, Resident shall (i) not lower thermostat to less than sixty-five degrees Fahrenheit (65°F) as not to cause unit to freeze, (ii) not turn off system, and (iii) not set temperature higher than seventy-five degrees Fahrenheit (75°F). Resident shall be liable for all damages incurred in connection with a violation of this provision, including, but not limited to, damages caused by broken pipes.
- c. For the duration of the Contract Term, Resident shall replace, at Resident's expense, the light bulbs (60-watt bulbs maximum) in the Unit. Colored bulbs are not allowed in any light fixture visible from the exterior of the Unit.

7. **INTERNET POLICY.** Resident's use of internet services and network access (collectively, the "Internet Services") in the Facility is subject to the following terms and conditions:

- a. Resident may not use the Internet Services in a manner that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Unit.
- b. Resident may not use the Internet Services to operate an Internet-based business.
- c. To the fullest extent permitted by law, Resident acknowledges and agrees that Landlord is not liable to Resident for any losses incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident acknowledges and agrees that Resident does so at Resident's own risk.
- d. Resident shall not install network devices, whether wireline or wireless, to enable any person who does not reside in the Unit to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations, and must not interfere with the Internet Services or wireless systems operated by Landlord or any service provider at the Facility.
- e. To the extent that Landlord provides the Internet Services via a third party service provider, the following provisions shall also apply:
 - i. In connection with the Internet Services, the applicable service providers may need to access the Unit. Such service providers shall be permitted to enter the Unit in accordance with the provisions of the Contract.
 - ii. Resident shall not damage the equipment provided in connection with the Internet Services, and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, costs, expenses, and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Landlord is required to pay to the applicable service provider to cover the costs of any such damage.
 - iii. Landlord reserves the right, at any time and for any reason or no reason, to: (i) switch service providers, (ii) change the quantity and quality of the Internet Services, or (iii) discontinue Internet Services.
 - iv. If any sums due under the Contract are delinquent, to the extent permitted by applicable law, Landlord shall have the right to request that the applicable service providers interrupt or terminate Internet Services to the Unit (even if Resident subscribes services beyond those provided by Landlord) until Resident pays all outstanding sums.
 - v. Resident shall: (1) install, operate, and regularly update anti-virus software on Resident's computer; and (2) install and regularly update any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, the Internet Services provider's ability to provide the Internet Services to Resident or others at the Facility is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to the Internet Services provider's reasonable satisfaction that Resident's computer is free of viruses and the operating system is updated.

8. FIRE SAFETY

- a. Landlord may, but shall not be obligated to, provide barbeque grills in the Facility Common Areas. No other grills or hibachis are permitted in the Facility (including, without limitation, in the Units or the Unit Common Areas). Resident is responsible for any damage caused by improper use or violation of this rule and fines imposed pursuant to applicable law.
- b. Resident shall not tamper with, interfere with, or damage any alarm equipment and/or installations.
- c. Resident shall use fire warning devices and safety equipment only in an emergency situation. In the event of an alarm, Resident shall vacate the Unit immediately, and shall not return until instructed by the appropriate officials to do so. Residents who do not vacate their units during an alarm shall be subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and an immediate Event of Default under the Contract.
- d. Landlord will furnish smoke detectors as required by applicable law. For the duration of the Contract Term, Resident shall test the smoke detectors on a regular basis and pay for and replace batteries as needed, unless applicable law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. **RESIDENT SHALL NOT INTENTIONALLY DAMAGE, DISCONNECT, BLOCK, OR COVER THE SMOKE DETECTOR OR REMOVE A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY, AND RESIDENT SHALL IMMEDIATELY REPORT SMOKE DETECTOR MALFUNCTIONS TO LANDLORD. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE CONSIDERED AN IMMEDIATE EVENT OF DEFAULT UNDER THE CONTRACT AND SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESULT IN RESIDENT BEING LIABLE TO LANDLORD FOR ALL FINES INCURRED BY LANDLORD UNDER APPLICABLE LAW, ALL COSTS AND DAMAGES INCURRED BY LANDLORD AS A DIRECT OR INDIRECT RESULT OF THE INOPERATIVE SMOKE DETECTOR, AND THE SMOKE DETECTOR VIOLATION CHARGE.**
- e. Smoking is prohibited in all areas of the Facility. The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product, marijuana product, illegal drug, or other product in any manner or in any form. Any violation of this provision shall, at the option of Landlord, be an immediate Event of Default under the Contract. Resident shall also be responsible for the costs and expenses of cleaning and/or replacing carpet, furniture, or any other item due to any damage caused by a violation of this provision.

- 9. **KEYS; LOCK-OUTS.** Resident shall not change or alter the locks to the doors of the Unit or the Bedroom or install any additional locking devices on the door to the Unit or Bedroom. If Resident requests that Landlord change the locks to the Bedroom, the Unit and/or the mailbox, the Lock Change Fee will be assessed to Resident. In the event of a lockout, Resident shall contact the Management Office. Landlord may, but is not obligated, to provide after-hours lockout service and, if so provided, the After-Hours Lockout Fee shall apply. **In the event of an emergency, Resident should call 9-1-1.**

10. PARTY GUIDELINES

- a. All parties/gatherings of fifteen (15) or more guests must be registered with Landlord. Registration of parties/gatherings does not release Resident from any of its obligations under the Contract, these Rules and Regulations, or any other exhibits or addenda attached to the Contract. No party of fifteen (15) or more guests may take place outside Resident's Unit at any given time or the party will be shut down.
- b. All parties shall be held in accordance with local laws and ordinances.
- c. The following shall apply to complaints concerning Resident's violation of this Section 10:
 - 1st complaint: A written warning will be issued and the party will be shut down.
 - 2nd complaint: A \$100.00 fine will be assessed against Resident and the party will be shut down.
 - 3rd complaint: A \$200.00 fine will be assessed against Resident and the party will be shut down.
 - 4th complaint: A \$300.00 fine will be assessed against Resident, the party will be shut down and Resident will become subject to eviction.
- d. Any violation of this provision may be considered an immediate Event of Default by Landlord.

11. HAZING. Hazing by any club, group, organization or individual on any portion of the Facility (including the Bedroom or the Unit) is strictly forbidden. Hazing includes any act that injures, degrades, or disgraces, any person. Pledging activities are prohibited in any portion of the Facility.

12. DRUGS. Illegal drugs and drug paraphernalia are prohibited in all areas of the Facility, including the Units. Resident shall not possess, manufacture or sell illegal drugs in any portion of the Facility, including the Units. The term "drug paraphernalia" includes, but is not limited to, bongos, hash pipes, blow tubes, vaporizers, and water pipes.

13. SERVICE REQUESTS

- a. **RESIDENT SHALL CALL 9-1-1 IN CASE OF FIRE AND OTHER LIFE-THREATENING OR PROPERTY-THREATENING SITUATIONS.**
- b. Landlord offers responses to emergency service requests twenty-four (24) hours per day, seven (7) days a week. For after-hours emergencies, Resident shall call the Management Office's answering service at the Facility, or such other phone number as provided by Landlord from time to time, and leave a message (i) identifying the affected Unit, (ii) explaining situation and the requested action, and (iii) providing the best contact number for Resident. If the Management Office determines, in its commercially reasonable discretion, that (x) the situation requires immediate attention, the Management Office will contact the proper service personnel, or (y) the situation does not require immediate attention, the Management Office will address the situation during normal business hours. For non-emergency service requests, Resident shall call the Management Office during normal business hours or place a work order online. Resident shall not enter into a contract with an outside vendor for service to the Unit, the Bedroom or the Facility without Landlord's consent, which consent shall be granted or withheld in Landlord's sole discretion.

14. NOISE.

- a. Resident may not make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as may constitute a nuisance or disturbance to other residents. Accordingly, the following shall apply to complaints concerning Resident's violation of this provision:
 - 1st complaint: A \$50.00 fine will be assessed against Resident.
 - 2nd complaint: A \$100.00 fine will be assessed against Resident.
 - 3rd complaint and any subsequent complaint: A \$200.00 fine will be imposed and Landlord may, at its discretion, declare an Event of Default under the Contract.
- b. Neither Resident nor Resident's guests may use the Facility Common Areas, including without limitation, the parking facilities, in a manner that interferes with the use and enjoyment of other residents.
- c. Any general noise disturbances (i.e., noise from pool music, parties, machinery, etc., should be reported to the Management Office (during business hours) or the answering service (after hours)). If after normal business hours, the answering service will contact the appropriate personnel to handle the disturbance.

15. Amenities. To the extent available at the Facility, the following provisions shall apply to and govern the use of following specific Amenities:

- a. **Pool:** The Facility may be equipped with a pool. Resident hereby acknowledges that, unless required pursuant to applicable law, no lifeguard will be present at the pool, and Landlord shall not be obligated to supervise the pool, or cause the pool to be supervised. To the fullest extent permitted by applicable law, Resident's use of the pool is at Resident's sole risk. Resident shall abide by, and shall cause its permitted guests to abide by, below-listed rules applicable to the pool, as well as any additional rules or signs posted by the pool:
 - i. Resident shall follow all rules posted in the pool area. In the event of a conflict between this Section and the rules posted at the pool area, the rules posted at the pool area shall govern and control.

- ii. Resident shall not be permitted to have any more than one (1) guest in the pool area at any given time.
 - iii. No glass containers or alcoholic beverages are permitted in the pool area at any time.
 - iv. **NO DIVING IS PERMITTED.**
 - v. Access to the pool area is permitted during the posted hours of operation only.
 - vi. No pets are permitted in or around the pool area.
 - vii. Landlord reserves the right to prohibit any person from using the pool or accessing the pool area at any time.
- b. **Fitness Center:** The Facility may be equipped with a fitness center (the “**Fitness Center**”) which contains a variety of fitness-related machines and equipment (the “**Fitness Equipment**”). Resident shall abide by all rules posted at the Fitness Center. To the fullest extent permitted by applicable law, use of the Fitness Center and the Fitness Equipment is at Resident’s sole risk. In no event shall any of Resident’s guests be permitted to use the Fitness Center or Fitness Equipment.
- c. **Tanning Bed:** The Facility may be equipped with a tanning facility (the “**Tanning Facility**”) which contains one (1) or more tanning beds or other sunless tanning devices (each, a “**Tanning Device**” and collectively, the “**Tanning Devices**”). Resident shall abide by the following rules applicable to the Tanning Facility, as well as any and all additional rules posted at the Tanning Facility: (i) Resident shall use protective eyewear at all times when using any Tanning Device; (ii) Resident shall utilize a Tanning Device no more than one (1) time in any twenty-four (24) hour period; (iii) Resident shall obtain approval from a physician prior to using any Tanning Device if Resident is pregnant, Resident has a history of skin problems, or Resident is taking prescription or over-the-counter drugs; and (iv) Resident shall comply with all applicable laws regarding the use of Tanning Devices. In no event shall any of Resident’s guests be permitted to use the Tanning Facility or any Tanning Device. **RESIDENT ACKNOWLEDGES AND AGREES THAT (I) THE FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR PERMANENT INJURY TO RESIDENT’S EYES, (II) OVEREXPOSURE TO THE TANNING PROCESS CAUSES BURNS, (III) REPEATED EXPOSURE TO THE TANNING PROCESS MAY CAUSE SKIN CANCER OR PREMATURE AGING OF THE SKIN., (IV) ABNORMAL SKIN SENSITIVITY OR BURNING MAY RESULT FROM THE TANNING PROCESS IF THE CUSTOMER IS ALSO CONSUMING OR USING CERTAIN (A) FOODS, (B) COSMETICS, (C) MEDICATIONS SUCH AS TRANQUILIZERS, ANTIBIOTICCS, DIURETICS, HIGH BLOOD PRESSURE MEDICATION, ANTINEOPLASTICS OR BIRTH CONTROL PILLS, AND (V) ANY PERSON TAKING A PRESCRIPTION OR OVER-THE-COUNTER DRUG SHOULD CONSULT A PHYSICIAN BEFORE USING A TANNING DEVICE. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE RULES AND WARNINGS STATED ABOVE, AS WELL AS ANY OTHER WARNINGS REQUIRED BY APPLICABLE LAW WITH RESPECT TO TANNING EQUIPMENT OR FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE TANNING FACILITY AND THE TANNING DEVICES IS AT RESIDENT’S SOLE RISK. WITHOUT LIMITING THE FOREGOING, RESIDENT HEREBY EXPRESSLY ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH), SICKNESS (INCLUDING CANCER) OR ACCIDENT WHICH RELATES TO THE USE OR THE MISUSE OF THE TANNING DEVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT HEREBY RELEASES LANDLORD AND THE LANDLORD PARTIES FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE TANNING FACILITY AND/OR THE TANNING DEVICES, (II) RESIDENT’S USE OR MISUSE OF THE TANNING FACILITY AND/OR THE TANNING DEVICES, AND (III) THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR LANDLORD PARTIES WITH RESPECT TO THE TANNING FACILITY AND/OR THE TANNING DEVICES.**
- d. **Juliette Balconies:** Resident acknowledges that the Unit may be equipped with one or more decorative balconies with narrow ledges and decorative railings. Resident acknowledges that, although the doors to the balconies open, the balcony is not designed to bear weight. Resident agrees that he/she will not (and shall inform Resident’s guests that they may not) stand on the balcony, bear weight on the balcony, lean on the railings of the balcony, or hang over or off of the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident’s guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses caused by or related to the use of the balcony by Resident or Resident’s guests.
- e. **Balconies, general.** Resident acknowledges that the Unit may be equipped with one or more balconies. Resident agrees that he/she will not sit on the railing of the balcony, place items on the railing of the balcony, permit items to be thrown from the balcony, or hang over or off the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident’s guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses, whether to person or property, caused by or related to the use of the balcony by Resident or Resident’s guests.

16. PARKING AND TOWING.

- a. Resident shall not park any motor vehicle at the Facility until: (i) Landlord and Resident execute the Parking Addendum, (ii) Resident registers Resident’s vehicle with Landlord, (iii) Resident obtains a parking permit (the “**Parking Permit**”) from Landlord, if applicable, and (iv) Resident pays the Parking Fee, if applicable. Resident is not entitled to a Parking Permit, and Landlord reserves the right to decline to issue Resident a Parking Permit or to revoke a Parking Permit for any reason. If Landlord declines to issue a Parking Permit to Resident, or if Landlord revokes the Parking Permit from Resident, Resident shall not park at the Facility.
- b. Any motor vehicle parked at the Facility is parked at the risk of Resident or Resident’s guests or invitees. Landlord is not responsible or liable for any loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and Resident hereby waives any claims against Landlord for any such damage. Landlord shall not be liable for damages or loss to person or property of Resident or Resident’s guests or invitees caused by: i) Resident’s failure to observe and maintain

recommended security practices; b) Resident's failure to notify landlord of any problem or defect of the parking facilities; or c) any instance of theft or other criminal activity occurring at the Facility.

- c. If available at the Facility, parking may be provided for guests in the designated guest parking areas on a first come, first served basis. At no time are guests permitted to park in areas other than the designated guest parking areas as applicable. Landlord shall not be liable in any manner if there are not available parking spaces for the use of Resident's guests
- d. Motor homes, campers, trailers, boats, personal water craft, and vehicles with more than (two) 2 axles are not permitted on the property at any time.
- e. Resident shall not park a vehicle in any parking space specifically designated for the specific use of others, including but not limited to, guests, other residents or future residents, compact vehicles, electronically charged vehicles, and retail patrons.
- f. The parking spaces at the Facility shall not be used for any purpose other than parking. For avoidance of doubt, Resident shall not perform maintenance on or wash vehicles at the Facility. The parking space may be used only for parking passenger automobiles. The parking space may not be used for storage or for oversized vehicles, boats, RV, jet skis, or commercial vehicles. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense.
- g. Resident must be in compliance with all posted signs on the property, including but not limited to, speed limit signs and other traffic instructions, and signage related to accessible parking spaces, parking pay stations or meters, or they will be cited and subject to tow without warning, at Resident's expense.
- h. Resident acknowledges that parking may be inadequate at certain times (including, without limitation, during sporting events, homecoming, graduation and other special events). In no event shall Landlord be liable to Resident for any damage or inconvenience caused by the unavailability of parking.
- i. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 16.
- h. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY LANDLORD TO RESIDENT REGARDING THE PARKING FACILITIES. LANDLORD NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) RESIDENT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM OR DEFECT RELATED TO THE PARKING FACILITIES, OR (B) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING IN THE PARKING FACILITIES.**

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Standard at Ann Arbor, LLC

RESIDENT:

Printed Name: _____

By: Landmark Venture Management, LLC, Its agent

By: _____

Name: _____

Title: _____

USE OF PROPERTY ADDENDUM

This Use of Property Addendum (this "**Addendum**") is made and entered into as of (the "**Effective Date**") by and between The Standard at Ann Arbor, LLC ("**Landlord**") and , an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of 07/25/2025 (the "**Contract**") for a bedroom (the "**Bedroom**") in the The Standard at Ann Arbor located at 405 S. Main Street, Ann Arbor, MI 48104, (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Visitor Policies and Procedures.** Resident shall register with Landlord in writing each guest of Resident who occupies his or her Bedroom or Unit for more than one (1) day. Resident shall not have guests for more than two (2) consecutive days or nights at a time unless Landlord consents in writing to a longer period, which consent shall be granted or withheld in Landlord's sole discretion. All guests must (a) be accompanied by Resident at all times, (b) comply with the Contract, including, without limitation, the Rules and Regulations, and (c) park vehicles in designated visitor parking (if any). Landlord reserves the right to require any non-resident of the Facility to leave the Facility at any time, for any reason or no reason. If Landlord determines that a guest has been residing in the Unit for more than two (2) consecutive days or nights without Landlord's written consent, it shall be an Event of Default under the Contract and, without limiting any other remedy of Landlord, Resident shall pay Landlord upon demand the Unauthorized Person Charge. Resident shall be responsible for informing his/her guests of the Contract, including, without limitation, the Rules and Regulations and for the actions of his/her guests.
3. **Packages and Mail.** Resident agrees and understands that Landlord may deliver mail to individual apartment mailboxes if the U.S. Postal Service requests such delivery from time to time, and prompt delivery may be impossible. To the full extent permitted by law, Landlord is not responsible for lost or damaged envelopes or any other type of mail delivery. When Resident vacates the Bedroom and the Unit, whether at or prior to the End Date, Resident shall notify the U.S. Postal Service to forward Resident's mail to such address as Resident may specify. Resident agrees that Landlord shall not be required to forward mail to Resident. It is within Landlord's sole discretion whether to accept mail and packages on behalf of Resident. By signing this Addendum, Resident authorizes Landlord, in its sole discretion, to accept packages on behalf of Resident. Resident acknowledges that Landlord will not accept any package shipped COD or having postage due. If Landlord accepts a package on behalf of Resident, Landlord shall not be obligated to (a) provide a signature to the carrier, (b) examine the condition of the package, (c) determine the contents of the package, (d) inform Resident that a package has been delivered, or (e) take any precautions in the handling and storage of the package. Landlord has the right, but not the obligation, to return to the delivery agent any packages not claimed by Resident within two (2) weeks of delivery. If Landlord, in its sole discretion, accepts packages, it does so solely as a favor to Resident, without consideration, and Resident hereby releases Landlord from any claim Resident may otherwise have for loss or damage suffered as a result of Landlord's accepting, refusing to accept, holding, storing, handling or disposing of any such package, even if such loss or damage is due to the negligence or other act of omission of Landlord or any party acting on behalf of Landlord. Additionally, Resident agrees to indemnify Landlord for any claims made by a third party that are related to a package for Resident. Resident, and not Landlord, assumes all risks of damage, theft, destruction, or loss for any reason with respect to any package received or held by Landlord. As used herein, the term "**package**" includes, but is not limited to, any parcels, goods, or other items of value. Resident agrees that Landlord may curtail or eliminate any package service in its sole discretion, and Resident will not be relieved from the terms of the Contract or entitled to any reduction in Monthly Installments or any Additional Fees and Fines if such service is curtailed or eliminated.
4. **Photograph Release.** Resident hereby grants Landlord permission to use any photograph or photographic image, including without limitation, videos or video stills (any such material, an "**Image**") taken of Resident while Resident is in any Facility Common Areas, grounds or office at the Facility, or at any Facility-sponsored events in the Facility or otherwise. Resident acknowledges that Resident's Image shall only be used by Landlord for legitimate business purposes. Resident grants Landlord, any affiliate of Landlord, and such parties' successors and assigns, and those acting with such parties' authority and permission, the irrevocable and unrestricted right and permission to copyright, in their own name or otherwise, and use, re-use, publish, and re-publish the Image(s) of Resident or in which Resident may be included, in whole or in part, in composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Resident's name or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. Resident also consents to the use of any printed matter in

conjunction therewith. Resident hereby waives any right that he/she may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Resident hereby releases, discharges, and agree to hold harmless Landlord, any affiliate of Landlord, and such parties' assigns, and all persons acting under their permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking or processing the Image(s), as well as any publication. Resident forever discharges Landlord, any affiliate of Landlord, and such parties' officers, employees, attorneys, representatives, insurers, successors and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of Resident's Image. This release contains the entire agreement on this subject matter between the parties hereto and will be binding upon and inure to the benefit of the successors and assigns of the undersigned. The terms of this Section shall survive the expiration of the Contract Term or earlier termination of the Contract.

5. **Amenity Use.** Resident acknowledges that non-resident employees of the Facility may be permitted to access and use the Amenities.
6. **Condition of the Unit and Bedroom.**
 - a. **Mold Disclosure.** Resident acknowledges there are no established guidelines for unacceptable air quality caused by mold and that mold is a naturally occurring phenomenon. Resident also acknowledges that Resident's housekeeping and living habits are an integral part of the ability of mold to grow, and that in order for mold to grow, water and/or moisture must be present. Resident agrees to maintain the Bedroom and Unit in a manner that prevents the occurrence of mold or mildew growth within the Bedroom and Unit. Landlord shall not be responsible for any injuries or damages to Resident or any other person relating to mold caused, in whole or in part, by Resident's failure to clean and maintain his or her Bedroom or the Unit Common Areas as herein required, or to promptly notify Landlord of conditions in need of repair or maintenance. Resident further agrees to indemnify and hold harmless Landlord and Landlord's agents, employees, representatives, subsidiaries or other personnel ("Landlord Agents") from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord or Landlord Agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations in this Addendum or as the result of intentional or negligent action or failure to act on the part of Resident, Resident's guest(s) or any other person living in, occupying, or using the Unit or Bedroom. Resident understands and agrees that failure to do any of the actions in this Addendum shall constitute a materially non-compliance with the Contract, and that Resident may be held financially responsible for all damage resulting from Resident's failure to comply with this Addendum.
 - b. **Bed Bugs; Pests.** Resident acknowledges that: (a) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (b) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents to Landlord that neither Resident nor Resident's personal property has been previously exposed to or infested with bed bugs, and that no bed bugs will be transported into the Unit by Resident. In the event that bed bugs are found in the Unit, Resident shall be responsible for: (a) immediately notifying Landlord of any infestation or presence of bed bugs; (b) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (c) thoroughly cleaning all luggage, handbags, shoes and clothes; and (d) cooperating with the Landlord's extermination and other remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture or other Furnishings, if requested by Landlord. All damages by bed bugs shall be deemed damages exceeding normal wear and tear. In the event there are bed bugs or other pests in the Unit not caused by the Landlord, Resident agrees to pay Landlord, upon demand, for all bed bug-related or other pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Facility, and the replacement of any Furnishings damaged by bed bugs. In no event shall Resident treat any bed bug infestation independently, and Landlord reserves the sole right to select an exterminator and devise a treatment plan. In the event that Resident's representations with respect to the bed bugs are untrue or Resident fails to comply with any terms of this Section, it shall be an immediate Event of Default under the Contract, and Landlord shall be entitled to pursue any rights or remedies available under the Contract or applicable law including, but not limited to, terminating the Resident's right of possession of the Bedroom and the Unit. In no event shall Landlord be liable to Resident or Resident's guests for personal injury, damage or loss of personal property related to pest infestation.
 - c. **Access Device.** Resident hereby acknowledges and agrees that any Landlord-provided devices or access items, including but not limited to, Access Devices, key fobs and control cards ("Access Items"), are the property of Landlord and are issued to Resident for the sole and exclusive use by Resident and shall be returned to Landlord in their original condition on the End Date or at the earlier request of Landlord. Resident represents and warrants that

Resident understands how to use the Access Items. Resident will not act in any way to impair the use or function of the Access Items and agrees to comply with all instructions, rules or procedures instituted by Landlord regarding the use of the Access Items. Should Resident fail to return the Access Items to Landlord upon request, allow any other person to borrow or use the Access Items in any fashion, duplicate or copy the Access Items in any manner, or lose or damage the Access Items, Resident shall be liable for such damage and/or misuse.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Standard at Ann Arbor, LLC

By: Landmark Venture Management, LLC, Its agent.

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

STATE OF MICHIGAN ADDENDUM

This State of Michigan Addendum (this "**Addendum**") is made and entered into as of (the "Effective Date") by and between **The Standard at Ann Arbor, LLC ("Landlord")** and, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract dated **07/25/2025** (the "**Contract**") for a bedroom (the "**Bedroom**") in the **The Standard at Ann Arbor** located at **405 S. Main Street, Ann Arbor, MI 48104** (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **PREPARATION FEE:** Parties acknowledge that Landlord has assessed and the Resident has paid a nonrefundable preparation fee of \$ 0.00 at the time of move-in.
3. **DAMAGE AND SECURITY DEPOSIT (DEPOSIT):** Resident agrees to pay Landlord the sum of \$ \$200.00 (not to exceed one and one-half month's installment equivalent) as a Deposit, on or before **07/25/2025**, as a condition of giving possession to Resident. In no case is Landlord obligated to apply this Deposit to installments or other charges in arrears. If damages caused by Resident exceed the amount on Deposit, Resident agrees to pay such damages upon receipt of a Notice of Damage. The Deposit shall be deposited at: JP Morgan Bank (bank or financial institution whose address is 2410 W Grand River Rd, Howell, MI 48843, its successor or assign or any other banking institution decided by Landlord). The Deposit shall be held in accordance with applicable laws and subject to Landlord's rights under Act 438 of the Michigan Public Acts of 1972.
4. **RETURN OF SECURITY DEPOSIT:** In the event some or all of the Damage and Security Deposit is to be returned, Landlord shall issue one check in the names of all Residents for the required amount, unless otherwise agreed in a written agreement signed by all of the Residents on this Contract.
5. **INVENTORY CHECKLIST:** Resident shall complete an Inventory Checklist and return it to Landlord within seven (7) days of taking possession of the premises.
6. **DAMAGE TO LANDLORD'S PROPERTY:** Resident expressly and unequivocally agrees to be liable to the Landlord and/or the Landlord's insurer in tort for damage to the premises, including but not limited to fire and water damage, caused by Resident's negligent conduct, or the negligent conduct of Resident's occupants, guest, licensees, invitees or agents. Resident agrees to comply in all respects with any policy of insurance covering said premises or contents so as not to cause an increase in premium or void any insurance policy.
7. **CONTROLLED SUBSTANCES:** This Contract may be terminated because the Resident, a member of the Resident's household, or other person under the Resident's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the contracted premises. The Landlord may terminate the tenancy by giving the Resident a written twenty-four (24) hour Notice to Quit. This subsection applies only if a formal police report has been filed by the Landlord alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the contracted premises. For purposes of this subsection, "controlled substance" means a substance or a counterfeit substance classified in Schedule 1, 2 or 3 pursuant to Sections 7211, 7212, 7213, 7214, 7215 and 7216 of Act No. 368 of the Public Acts of 1978, being Sections 333.7211, 333.7212, 333.7213, 333.7214, 333.7215, and 333.7216 of the Michigan Compiled Laws.
8. **TERMINATION OF TENANCY - UNIT CONDITION:** Resident agrees to return possession of the Contracted premises at the end of the Contract term in clean condition, free and clear of trash and debris. This obligation is contractual between the undersigned parties and the Resident's deposit shall not be used to offset Resident's obligation under this provision of the Contract.
9. **ADDITIONAL TERMS:** If you have occupied your unit for more than thirteen months, you may terminate your Contract by a sixty-day written notice to the Landlord if either of the following occurs: (1) You have become eligible during the Contract term to take possession of a subsidized unit in senior citizen housing and provide the Landlord with written proof of that eligibility; or (2) You have become incapable during the Contract term of living independently as certified by a physician in a notarized statement.
10. **PERSONAL PROTECTION:** A Resident 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 contract obligation under MCL 554.601b.

11. MARIJUANA: Smoking, growing, or cultivating marijuana is not permitted anywhere on the premises of Landlord or in the Facility.
12. EMERGENCY CONTACT: Resident has the option to provide contact information for an authorized person Landlord can contact in the event of the tenant's death. Resident authorizes Landlord to contact the following named authorized person in the event of Resident's death or other emergency.

Name _____

Address _____

Phone _____ Email _____

13. LATE FEES: Paragraph 2 c) Daily Late Payment Charge are hereby deleted in its entirety and replaced with 2 c) Subsequent Late Payment Charge. Paragraph 9 b) is hereby deleted and replaced with the following new paragraph. **"IF EACH MONTHLY INSTALLMENT IS NOT PAID BY 9:00 A.M. ON THE FOURTH (4TH) DAY OF THE MONTH, THE MONTHLY INSTALLMENT IS CONSIDERED LATE, AND RESIDENT WILL BE CHARGED THE INITIAL LATE PAYMENT FEE IN ADDITION TO THE MONTHLY INSTALLMENT. ALSO, ON THE TENTH (10TH) DAY OF THE MONTH, RESIDENT WILL BE CHARGED A SECOND LATE PAYMENT CHARGE IF ANY PORTION OF THE MONTHLY INSTALLMENT(S) REMAINS UNPAID.** This Section survives the expiration of the Contract Term or earlier termination of this Contract. In the event of a discrepancy between the Housing Contract and Michigan Law, only those fees and charges permitted by law will be assessed."
14. Conditions; Applications of Payments. Paragraph 11 is hereby deleted and replaced with the following new paragraph. **"Conditions; Application of Payments.** Any accord, satisfaction, conditions or limitations noted by Resident on any payment of the Monthly Installment, Additional Fees, or other sum due under this Contract shall be null and void. To the extent permitted by applicable law, Resident waives any notice of nonpayment of the Monthly Installment, Additional Fee or other sums due under this Agreement Resident acknowledges that any payment received by Landlord will be applied in the following order: (a) first, to satisfy any unpaid Late Payment Charges, and/or Bad Check Fee, (b) second, to maintenance and repair fees chargeable to Resident, (c) third, to outstanding court legal fees and/or court costs legally chargeable to Resident, (d) fourth, to outstanding utility bills which are Resident's responsibility, (e) fifth, to deposits or portions thereof due from Resident, and (f) sixth, to any Monthly Installment, Additional Fee or other sum due and payable under this Contract which is not previously set forth in (a) through (e) above. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, , plus any applicable Late Payment Charges."
15. RULES AND REGULATIONS: Paragraph 35 of the Contract notwithstanding, all changes to the Rules and Regulations shall comply with the Michigan Truth in Renting Act (MCL 554.631 et seq), to the extent applicable
16. INCONSISTENCIES: Any sections of the Contract containing language inconsistent with the language of this Addendum shall be deemed amended to reflect the intent of the parties as expressed herein. All other terms and conditions of the Contract shall remain in full force and effect. Defined terms which have been modified or changed in this Addendum shall be incorporated into the Contract as defined herein.

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.

NOTICE: YOU MUST NOTIFY YOUR LANDLORD IN WRITING 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.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Standard at Ann Arbor, LLC

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

Insurance Addendum

This Insurance Addendum (this “**Addendum**”) is made and entered into as of (the “**Effective Date**”) by and between The Standard at Ann Arbor, LLC (“**Landlord**”) and, an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with a Term Commencement Date of 07/25/2025 (the “**Contract**”) for a bedroom (the “**Bedroom**”) at The Standard at Ann Arbor located at 405 S. Main Street, Ann Arbor, MI 48104 (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Resident Liability.** Resident acknowledges that Resident may be personally liable to Landlord for the full cost of any damage or loss caused by the action or inaction of Resident, Resident’s occupants, or Resident’s guests to the Facility, Unit or Bedroom.
3. **Resident Obligation – Damage Waiver Program or Third-Party Insurance.** Landlord requires, the duration of this Contract Term, including any renewals or extensions, that Resident either (i) enrolls in the Damage Waiver Program (“DW Program”), which is described in Sec. 4 below, or (ii) maintains insurance providing at least \$100,000 of coverage per occurrence for Resident’s legal liability for damage to the Landlord’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects (this coverage is the Minimum Required Liability Insurance (“MRLI”), and provide evidence of the policy as described in Sec. 5 below.
4. **Auto-Enrollment in the Damage Waiver Program at Inception.** Upon execution of the Contract, Resident will automatically be enrolled in the DW Program at the rate of **\$13.50** per month. Under the DW Program, Landlord waives the right to charge or seek reimbursement from Resident for damages of up to \$100,000 per occurrence to Landlord’s property due to the negligent action or inaction of Resident or Resident’s occupants or guests for the following causes of loss: fire, smoke, explosion, water damage (including backup or overflow of sewer, drain, or sump), and falling objects (the “Damage Waiver”).
5. **Damage Waiver Program.** Resident hereby acknowledges and agrees to the following terms of the DW Program: (a) **The Damage Waiver is not insurance.** Through the DW Program, the Landlord is foregoing its right to charge or seek reimbursement from Resident for the damages described in Sec. 4; (b) Resident is responsible for damages due to other causes and for damages in excess of \$100,000 per occurrence due to any cause, other than those set forth in Sec. 4; (c) Neither the DW Program nor any insurance maintained by the Landlord itself protects Resident’s personal property (contents), additional living expenses, liability for personal or bodily injury to anyone, or liability to Landlord for damages beyond those that are specifically waived in Sec. 4. If Resident wants coverage for any of these potential liabilities, Resident may purchase such coverage from an insurance company at any time; (d) The DW Program may be more expensive than the cost of a Third Party Policy; (e) Landlord is not required to offer the DW Program and may discontinue the same at any time or for any reason at Landlord’s sole and absolute discretion.
6. **Third Party Policy. Participation in the DW Program is not required.** Resident may satisfy Resident’s obligations hereunder by purchasing an insurance policy from an insurer of Resident’s choice (a “Third Party Policy”). In the event Resident chooses to obtain a Third Party Policy in lieu of the DW

Program, Resident must complete the following: (a) Obtain a Third Party Policy satisfying the requirements of Sec. 3 from the insurance company of Resident's choice; (b) Name Confirm Insurance and The Standard at Ann Arbor as an additional interest on the Third Party Policy (If the third party insurer notifies additional interests by email, direct them to notify Confirm Insurance – The Standard at Ann Arbor at info@confirminsurance.com; if the third party insurer notifies additional interests by physical mail, direct them to notify Confirm Insurance – The Standard at Ann Arbor at Confirm Insurance – The Standard at Ann Arbor P.O. Box 1159, Newport Beach, CA 92659); (c) Submit a copy of the entire policy to <https://portal.confirminsurance.com/> for review and approval; (d) Resubmit the policy to <https://portal.confirminsurance.com/> on or before the end date of the policy term to avoid auto-enrollment into the DW Program. In the event that Landlord determines, in Landlord's sole and absolute discretion, that the Third Party Policy meets the requirements set forth herein and as determined necessary by Landlord from time to time in Landlord's sole and absolute discretion, Resident's enrollment in the DW Program shall be terminated, such termination to be effective (30) days from approval of the Third Party Policy.

7. **Auto-Enrollment in the DW Program Upon Non-Compliance**. In the event Resident provides evidence of a Third Party Policy that satisfies the terms hereof, and subsequently such policy lapses or ceases to meet Landlord's requirements, Resident may be automatically re-enrolled in the DW Program at the rate of **\$13.50** per month, at Landlord's sole and absolute discretion.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Standard at Ann Arbor, LLC

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

CREDIT PROGRAM ADDENDUM

This Credit Program Addendum (this "**Addendum**") is made and entered into as of (the "**Effective Date**").

The Standard at Ann Arbor, LLC ("**Landlord**") and an individual ("**Resident**") entered into that certain Housing Contract with a start date of 07/25/2025 (the "**Contract**") for a bedroom (the "**Bedroom**") in the The Standard at Ann Arbor located at 405 S. Main Street, Ann Arbor, MI 48104 (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resident hereby acknowledges and agrees as follows:

1. Terms. Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. Credit Program. Resident acknowledges Resident shall be enrolled in Landlord's credit reporting program. The RentPlus service is a credit reporting and financial tool provided by Homebody Insurance Agency, LLC and its affiliate Simplified Business Group, LLC, also known as Rent Dynamics ("Entrata"), to report Resident's rent and/or utility payments due under the Rental Agreement to one or more consumer reporting agencies (e.g., Equifax, TransUnion, and/or Experian). RentPlus is an amenity provided by the property for which all Residents are automatically enrolled. Within three business days of signing this addendum Resident will receive an email from support@rentplus.com with details about the RentPlus service. Should Resident decide not to continue with the RentPlus service, Resident will have one month to opt out without incurring any cost.

Enrollment in the Credit Program is subject to the terms and conditions set forth in this Addendum and the RentPlus Terms of Use that can be found at www.rentplus.com/terms-of-use. For more information about the RentPlus service, please refer to the FAQs located at <https://www.rentplus.com/faq/> or contact Entrata at support@rentplus.com.

3. Credit Program Fee. After the first month of RentPlus services, the cost of the RentPlus service is **\$8.95** per month if there is one Resident participating, or a combined service fee of **\$14.95** per month if there are multiple occupants participating. Charges are non-refundable. The monthly fee will be charged with Resident's Monthly Installment payment on an automatic recurring basis unless and until Resident cancels Resident's participation in the Credit program in accordance with the terms set forth in Section 4. The RentPlus services and fees may be altered or otherwise modified by Entrata with thirty (30) days' advance notice to Resident. Resident's failure to cancel the RentPlus service (as described below) after receiving such notice constitutes acceptance of any such changes.

4. Opt-Out. Enrollment in RentPlus is entirely optional and is not a condition of the Contract. Resident may cancel the RentPlus service at any time, for any or no reason. Resident must cancel no later than ten (10) days before the end of the month to avoid being charged for a subsequent month. Resident may cancel by sending written notice of termination to **Entrata at 4205 Chapel Ridge Road, Lehi, Utah 84043 – Attn RentPlus Service Charge, or contacting Entrata directly at support@rentplus.com.**

5. Information & Disputes. Questions regarding this programs can be directed to Entrata at support@rentplus.com or 855-388-5314. Resident shall submit any disputes related to the completeness or accuracy of information reported through the Credit Program to:

RentPlus
Email: support@rentplus.com
Phone: 855-388-5314

6. Modification. Nothing in this Addendum shall be interpreted or construed to amend, modify or change any existing terms and conditions of the Contract except as specifically provided in this Addendum. To the extent of any ambiguity between the Contract and this Addendum, the terms of the Contract shall govern and control.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, Resident has executed this Addendum as of the date and year first above written.

LANDLORD:

The Standard at Ann Arbor, LLC

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

UTILITIES ADDENDUM

This Utilities Addendum (this “**Addendum**”) is made and entered into as of (the “**Effective Date**”) by and between The Standard at Ann Arbor, LLC (“**Landlord**”) and , an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with a start date of 07/25/2025 (the “**Contract**”) for a bedroom (the “**Bedroom**”) in The Standard at Ann Arbor located at 405 S. Main Street, Ann Arbor, MI 48104 (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Payment of Utilities.** Responsibility for payment of electric, water/sewer, gas, trash, internet service, and cable utilities and/or services (individually, each a “Utility;” collectively, “Utilities”), including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, “Costs”) and the method of allocating the payment of utilities, services and costs will be as indicated below:
 - a. **Electric service and associated fees will be paid:**
 - By Landlord, entirely
 - By Landlord, up to a maximum of **\$0.00** per month per occupied bedroom. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering (Please see the description below.)
 - Allocation using the following method _ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is \$ per month
 - By Resident, directly to the applicable service provider
 - b. **Water/Sewer service and associated fees will be paid:**
 - By Landlord, entirely
 - By Landlord, up to a maximum of **\$0.00** per month per occupied bedroom. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered
 - Sub-metering (Please see the description below.)
 - Allocation using the following method _ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
 - By Resident, directly to the applicable service provider
 - c. **Gas service and associated fees will be paid:**
 - By Landlord entirely
 - By Landlord, up to a maximum of **\$0.00** per month per occupied bedroom. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering (Please see the description below.)
 - Allocation using the following method (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
 - By Resident, directly to the applicable service provider
 - d. **Trash service and associated fees will be paid:**
 - By Landlord entirely (If a valet trash service is available at the Facility, all costs and expenses associated with the same are governed by and subject to the separate Valet Trash Addendum, as applicable).

- By Landlord, up to a maximum of **\$0.00** per month. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Allocation using the following method_ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00**
- By Resident, directly to the applicable service provider

e. Internet service and associated fees will be paid:

- By Landlord entirely
- By Landlord, up to a maximum of **\$0.00** per month. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Allocation. Using the following method _ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
- By Resident, directly to the applicable service provider

f. Cable service and associated fees will be paid:

- By Landlord entirely
- By Landlord, up to a maximum of **\$0.00** per month. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Allocation. Using the following method _ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
- By Resident, directly to the applicable service provider

3. **Bill Method(s).** If “By Landlord entirely” is indicated under a Utility, above, then Landlord shall be liable for and issue the payment for the Resident’s usage of the indicated Utility directly to the Utility supplier (each or collectively, a “Landlord-Provided Utility”), subject to any Additional Fees set forth on Section 3 of the Contract, as applicable. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. Landlord will remain the provider and customer of record for the applicable Utility. The local Utility supplier measures the Utility usage in each unit and bills Landlord directly for such charges. The utility charges for each unit will be divided by the number of days the bedroom was occupied to determine the charge per resident and, if applicable, Resident will be billed for Resident’s portion of the bill due according to the Contract and/or this Addendum; however, Landlord-Provided Utility charges will not be billed to the Resident, unless otherwise agreed upon by Landlord and Resident in writing.

Sub-Metered. Resident’s unit is sub-metered to determine usage. Resident will pay for the applicable utility service based on the unit’s consumption measured by a submeter. Resident’s sub-metered charges will be determined using the measured consumption for the unit, pursuant to the unit’s metered consumption, which metered consumption will be multiplied by a rate, which rate shall equal or not be in excess of the rate charged to the Landlord by the Utility supplier. The unit’s total charged rate will then be divided by the number of days the Unit was occupied to determine the charge per resident. If applicable, Resident will be billed for Resident’s portion of the charges due according to the Contract and/or this Addendum; however, Landlord-Provided Utility charges will not be billed to the Resident, unless otherwise agreed upon by Landlord and Resident in writing.

Allocation. Resident will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by Landlord from the local utility provider will be used to calculate the charges per resident. If an allocation formula below is used, Landlord or third party billing company will calculate Resident’s allocated share of the utility services in accordance with state and local laws. If allowed by state law, Landlord, at Landlord’s sole discretion, may change the below methods of determining Resident’s allocated share of the utility services, by written notice to Resident. Resident’s allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent (50%) of the Facility’s utility bill will be allocated to each unit based on a percentage assigned to each unit based on the square footage of that unit compared to the total amount of

rentable and occupied square feet of all units at the Facility. This per unit cost will then be divided by the number of occupied bedrooms in the unit to determine each resident's charge. The remaining fifty percent (50%) of the Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit and the number of occupants residing in each unit compared to the total number of occupants at the Facility. This per unit cost will then be divided by the number of occupied bedrooms in the unit to determine each resident's charge.

- b. **Square Footage.** The Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit based on the square footage of that unit compared to the total amount of rentable and occupied square feet of all units at the Facility. The per unit cost will then be divided by the number of days each bedroom was occupied to determine each resident's charge.
- c. **Occupants.** The Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit such percentage will be based on the number of occupants residing in unit compared to the total number of occupants at the Facility. This per unit cost will then be divided by the number of occupied bedrooms in the unit to determine each resident's charge.
- d. **Factored Occupants.** The Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit. Such percentage will be based on the number of occupants in that unit compared to the total number of occupants at the Facility. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each unit's charge will then be divided by the number of days each unit was occupied in that bedroom to determine each resident's charge.

Flat Fee. If a flat-fee method of calculating or measuring usage is employed, Resident and Landlord agree that the charges indicated in this Addendum (as may be amended with written notice as specified herein this Addendum) represent a fair and reasonable amount for the utility or service(s) provided to the Resident and the Facility, and that, if the Landlord pays in full for the usage of the utility or service (i.e. Landlord-Provided Utility), the amount billed is not necessarily based on a monthly, per-unit, per-resident, or per-bedroom cost.

At Landlords option, Landlord may bill for Utilities through a utility billing company or directly by Landlord. These Utility charges will be considered as additional charge(s) to each Monthly Installment. For Utilities billed directly by a utility billing company, Resident must make payment in full of the Utility charges to the billing company prior to the due date listed on each bill. Whether or not Landlord bills Resident directly or through a utility billing company, Resident agrees that the actual cost to Landlord and/or the billing company resulting from Resident's failure to pay such bill on time is difficult or impossible to determine, and Resident hereby agrees that in the event of such late payment, Landlord and/or the billing company may incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Resident hereby agrees that the failure to make any applicable Utility payment is a material and substantial breach of the Contract and will entitle the Landlord to exercise all remedies available under the Contract. Additionally, Landlord may be entitled to use the Security Deposit to recover unpaid utility charges.

4. **Resident Utilities.** If applicable under the Contract and/or this Addendum, any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Contract Amount and payable by Resident and/or the other residents of the Unit as provided herein. In the event Landlord elects to use a third-party utility billing service as its billing agent for utility service(s) from the Utility Supplier(s), the third-party utility billing service will charge each resident for the amount charged by the Utility supplier, less any amount charged by the supplier that is not recoverable from the residents, such as connection or disconnection charges, supplier late fees, or amounts attributed to excess usage, and the third-party billing service shall send one bill to each resident on a monthly basis. Payment for Residents Utilities is due based on the due date provided by the third-party billing service (or if no billing service is utilized, Landlord), which is sixteen (16) days from bill date to avoid late fees. Any past due balance on Residents account with any billing service may be subject to late fees. If Resident payment is late, or if there is no payment received, Resident is in Default under this Contract and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Contract are available to Landlord.

In addition, the third-party utility billing service will charge an administrative fee of **\$5.50** per month. Resident will be charged a one-time account setup fee in the amount of **\$4.50** on Resident's first monthly statement. If Landlord offers a

dollar allowance or conservation cap for Utilities in the Contract, the third-party utility billing service shall credit or otherwise refund to Resident the amount, if any, by which the amount specified in the Contract or this Addendum exceeds the amount actually owed by Resident for Utility usage in the immediately preceding month.

Should Landlord elect to have Billing Service estimate a final utility invoice, Billing Service will provide an estimated final invoice to Resident for the estimated amount of Resident Utilities. This estimate shall be calculated using charges from prior months of utility service, as permitted under applicable utility billing laws and regulations ("Estimated Invoice"). Resident agrees to pay the total amount provided on the Estimated Invoice to Billing Service (or if no Billing Service is utilized, to Landlord) before the End Date of the Contract Term.

To the extent that Landlord-Provided Utilities include basic cable television, telephone services, and/or internet services, and Resident desires additional services related thereto, such additional services shall be deemed Resident Utilities under the Contract, and Resident shall contract directly with the applicable provider for such additional services; provided, however, Resident shall be permitted to contract for such additional services at any time during the Contract Term. Resident shall pay (or cause to be paid) all charges for the Resident Utilities on or prior to the date they become due. Should Landlord pay any charges for the Resident Utilities on behalf of Resident or the other occupants of the unit, Resident shall be jointly and severally liable (with the other residents of the unit) to Landlord for such charges.

Utilities not paid by Landlord must remain on, in Residents name, through the end of the Contract Term regardless of whether Resident has moved out, except and unless Resident has assigned the Contract pursuant to the terms of the Contract. Refusal to maintain utility service in Resident name, when required to do so, will constitute a violation of the Contract and Landlord may exercise all remedies available to us under the Contract.

The third-party utility billing service shall be governed by and provided in accordance with State law and the rules, regulations and orders of the Public Utilities Commission.

5. **Disclaimers: To the extent permitted under applicable law;**

- a. Landlord shall not be liable for any interruptions, surges, or failures of any Utility or other services in the Unit or the Facility, or for any damages directly or indirectly caused by such interruptions, surges or failures. Resident shall comply with all rules and regulations of the Utility suppliers.
- b. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE UTILITIES. LANDLORD DISCLAIMS, AND RESIDENT WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE UTILITIES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE UTILITIES WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE UTILITIES WILL BE FREE FROM MALFUNCTION, OUTAGES, SURGES, BACKUPS, OVERFLOWS, VIRUSES, OR OTHER HARMFUL COMPONENTS OR EVENTS. RESIDENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY CLAIM THAT RESIDENT MIGHT HAVE OR MAKE AGAINST LANDLORD AS A RESULT OF RESIDENT'S AND RESIDENT'S GUEST'S USE OF THE UTILITY(IES) AND RESIDENT WAIVES ANY LIABILITY THAT LANDLORD MIGHT HAVE (WHETHER SUCH LIABILITY IS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES) FOR ANY SUCH CLAIM.
- c. Landlord is not liable for interruptions, outages, inability to connect, or failure of cable or internet to provide applicable services, nor for any losses, damages, or expenses, directly or indirectly, related to the cable or internet services. No change, failure, interference, disruption, defect, unavailability, or unsuitability in cable or internet services constitutes or may be deemed to constitute an actual or constructive eviction, in whole or in part, or in any way entitle Resident to any abatement or diminution of the Contract Amount or Monthly Installment or in any way relieve Resident from any obligation under the Contract. Landlord is also not liable for, and Resident agrees to take sole responsibility for, and to indemnify, defend, and hold Landlord, its agent or property management company, and their employees and agents harmless from, any damages or claims Resident or any other person may suffer or have as a result of Resident's use of, or inability to use, cable or internet services, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement. Landlord assumes no responsibility for the content of cable or internet services or information otherwise available through any cable or internet services.

- d. This Section 5, Disclaimers, survives the expiration or termination of the Contract for the greater of three years following the expiration of the Contract or any statutes of limitation or repose for any claim that Resident may allege in relation to any Utility or the Utilities described in this Addendum.

6. General Information:

- a. If applicable, bills are due not less than sixteen (16) days after the bill is mailed or otherwise delivered to Resident ("Past Due Date"). The third-party utility billing service does not charge late payment fees or returned check fees. If Resident does not pay third-party utility billing service by the Past Due Date, Landlord reserves the right to add any and all unpaid amounts authorized by the Public Utilities Commission to Resident's account with Landlord. Any payment to the Landlord shall be applied first to the Monthly Installment owed, and then to charges for utility services, unless otherwise designated by Resident.
- b. Notwithstanding any other provision in the Contract, Resident's nonpayment of any electric or water/sewer Utility bill, including associated fees, is not a Default under the Contract, and Landlord's remedies for such nonpayment are strictly limited to:
 - 1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;
 - 2. The right to deduct unpaid electric and water/sewer utility charges, late fees, and returned check charges from Resident's Security Deposit; and
 - 3. The right to report Resident's failure to pay any Utility bill to any credit bureau or collection agency, as allowed by law. Provided, however, that Resident's nonpayment of any of the Bulk Services, if applicable, or other breach of any other portion of this Addendum pertaining to the Bulk Services is and shall be considered an event constituting default under the Contract and Landlord reserves all rights under the Contract, at law, or in equity to pursue all available remedies in the event of such a default.
- c. Landlord shall not terminate Resident's Contract for nonpayment of the electric or water/sewer Utility service. In addition, Landlord shall not disconnect or request the Utility supplier to disconnect the electric or water/sewer Utility due to Resident's nonpayment of charges assessed by one or more Utility or service.
- d. Landlord will maintain, for a minimum of thirty-six (36) months, records that demonstrate how each resident's allocated costs were calculated for electric service, as well as, any other electric utility service-related fees charged to each resident. These records shall be kept at Management Office and shall be made available during regular business hours for inspection by Resident. Resident may obtain a copy of those records at a reasonable cost, which shall not exceed twenty-five cents (25¢) per page. In addition, Landlord will ensure that backup copies of these records are maintained, so that they will be available if the original records are lost or otherwise unavailable. Landlord may delegate this responsibility to third-party utility billing service but retains ultimate responsibility for ensuring that both the original records and the backup copies are maintained.
- e. Any disputes relating to the computation or accuracy of Resident's bills shall be between Resident and third-party utility billing service.
- f. During reasonable business hours, Resident has the right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of Resident's respective period's utility billings; (iii) calculations of average utility costs; (iv) Resident's sub-meter readings and the readings from the third-party utility billing service master meter; and (v) any sub-meter test results if they have been tested during the preceding twelve (12) months; and (vi) other information required to be kept pursuant to applicable rules and to allow Resident to verify third-party utility billing service billings.
- g. Utilities not paid by Landlord must remain on, in Resident's name, through the End Date, regardless of whether Resident has vacated the Unit, except and unless Resident has assigned Resident's interest under the Contract pursuant to the terms of the Contract. Refusal to maintain applicable utility services in Resident's name, shall constitute a Default hereunder.
- h. If Resident is required but fails to place all applicable utilities in Resident's name as of the Start Date and Landlord is subsequently charged with utility charges attributable to Resident's occupancy of the Unit, then Resident shall be issued (and shall pay) a bill for such services by Landlord or third-party utility billing service (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party utility billing service to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred, and shall not exceed

the total amount of Fifty Dollars (\$50.00).

- i. Resident agrees not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and shall entitle Landlord to exercise all remedies available under the Contract.
- j. Any headings or captions used in this Addendum are merely for ease of reference and carry no binding effect on the interpretation of this Addendum. This Addendum amends, changes, modifies, and/or deletes and replaces certain portions of the Contract as indicated herein. The amendments, changes, modifications, and/or replacements reflect the intent of the parties as expressed herein and should be construed in such a manner not inconsistent with the purposes stated herein. This Addendum contains the entire understanding and agreement of the Parties; there are no representations, inducements, or other provisions other than those expressed herein; and, any changes to this Addendum must be in writing and signed by the Parties. Should any court of law consider any portion of this Addendum to be unenforceable then that portion shall be considered severed from this Addendum and the remainder of the Addendum shall continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

The Standard at Ann Arbor, LLC

By: Landmark Venture Management, LLC, its agent

By: _____

Printed Name: _____

Name: _____

Title: _____

GREEN LIVING ADDENDUM

This Green Living Addendum (this "**Addendum**") is made and entered into as of (the "**EffectiveDate**") by and between The Standard at Ann Arbor, LLC ("**Landlord**") and, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of 07/25/2025 (the "**Contract**") for a bedroom (the "Bedroom") at the The Standard at Ann Arbor located at 405 S. Main Street, Ann Arbor, MI 48104, (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Green Living.** Resident acknowledges and agrees that Landlord may be required to comply with legal requirements and/or, from time to time, decide to develop, maintain and/or operate the Facility in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency, waste and/or water reduction and/or management, or other comparable goals, including (without limitation) the U.S. Environmental Protection Agency's ENERGY STAR rating, the Green Building Initiative's Green Globes for Continual Improvement of Existing Buildings (Green Globes™ CIEB), the U.S. Green Building Council's then-current version of the LEED Green Building Rating System, the Building Owners and Managers Association (BOMA) International's 360 Performance Program or the Building Owners and Managers Association of Canada's Building Environmental Standards ("BOMA BEST") or any comparable rating, certification or performance program now or hereafter in existence (collectively, "Third Party Sustainability Standards"). Should Landlord make such a decision or applicable legal requirements require Landlord to develop, maintain and/or operate the Facility accordingly, Resident shall cooperate with Landlord's efforts in that regard. The foregoing provisions shall apply whether Landlord affirmatively seeks an accreditation, rating or certification under a Third-Party Sustainability Standard and to thereafter maintain the accreditation, rating or certification, or to operate voluntarily in accordance with some or all of such Third-Party Sustainability Standards but without formally obtaining the accreditation, rating or certification. Any carbon offset credits, renewable energy certificates, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances and other similar entitlements, now or hereafter existing ("Renewable Credits") received by the Property or by Landlord and applicable to the Property shall belong to Landlord except to the extent, if any, to which Resident may be entitled to them under applicable law, in which event Resident shall be entitled to the Renewable Credits to the extent required by law.
3. **Disclosure of Utility Consumption.** Resident acknowledges and affirms its knowledge and understanding of Landlord's efforts to benchmark utility consumption within the entirety of the Facility. As such, Resident authorizes Landlord, acting on behalf of the Resident, to request that the applicable utility provider deliver directly to Landlord the necessary consumption information to enable Landlord to satisfy the requirements established by the US EPA for whole building data for the ENERGY STAR Portfolio Manager tool. Resident agrees to deliver such additional written authorization to Landlord, as may be required or mandated by the applicable utility provider to enable delivery of the requested consumption information. Resident further authorizes Landlord to incorporate Resident's utility data in the ENERGY STAR Portfolio Manager tool, and/or such other benchmarking initiatives as Landlord actively participates in, subject only to the provision that Landlord will exercise commercially reasonable care to maintain the privacy of Resident's specific consumption data. Any public dissemination of such data shall be in aggregate with other Facility residents' consumption data, with no direct identification of individual residential usage.

Resident acknowledges and recognizes that they will automatically opt into utility data sharing, if available, so that Landlord is able to benchmark utility consumption for the whole Facility.
4. **Sustainability.** Resident affirms its support of these practices and agrees to cooperate with Landlord by implementing reasonable conservation practices. Periodically, Landlord may offer additional examples, guidance and practices related to energy conservation measures, which Resident agrees to consider for implementation. Resident shall use best efforts to adhere to established sustainability initiatives by

implementing best practices when feasible and in meeting goals such as energy use reduction goals and minimize unnecessary use of electricity, water, heating, and air conditioning.

- 5. **Smart Home and Sustainability Solutions.** Resident affirms Landlord's ability to implement smart home platforms and sustainability solutions for all/or portions of the premises that may include but is not limited to smart appliances, antennas, solar, battery technology, HVAC upgrades, LED Lighting, sub-metering technology, irrigation systems, and/ or automated security devices in efforts to improve efficiency of structure. Resident affirms their support in the deployment of these technologies as a means of controlling consumption, reducing risk, and improving building performance.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

The Standard at Ann Arbor, LLC

Printed Name: _____

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

PARKING & ACCESS ADDENDUM

This Parking and Access Addendum (this “**Addendum**”) is made and entered into as of (the “**Effective Date**”) by and between **The Standard at Ann Arbor, LLC (“Landlord”)** and , an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with a start date of **07/25/2025** (the “**Contract**”) for a bedroom (the “**Bedroom**”) in the **The Standard at Ann Arbor** located at **405 S. Main Street, Ann Arbor, MI 48104** (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. **Parking.** Resident acknowledges that parking is available in the designated parking areas at the facility for the use of Residents who have leased an individual parking space for the Monthly Parking Fee. **If Resident has elected to lease a parking space in the facility, Resident shall pay the amount listed below each month along with monthly Rent Installment. If no Parking Confirmation or Monthly Parking Fee is listed below resident will not have access to a parking space in the facility.** The terms of this Addendum shall coincide with the terms of the Contract and shall automatically expire upon the expiration of the Contract or any renewal or extension of the Contract.

Parking Confirmation:

Monthly Parking Fee: \$

a. The Parking Permit and/or Access Device, to the extent applicable, will be issued at move-in. Resident's Parking Permit/Access Device is only valid for the vehicle Resident has registered with Landlord, (the “**Registered Vehicle**”). The Parking Permit shall be displayed at all times in the lower left-hand corner of the front windshield of the Registered Vehicle. If the Parking Permit is placed anywhere else or is not visible, the Registered Vehicle is subject to being towed or booted at Resident's expense. Resident shall, without delay, provide Landlord with written notice if Resident has a change in vehicle, license plate, or both. If Resident loses the Parking Permit, Resident shall promptly obtain a replacement from Landlord and pay the Replacement Parking Permit Fee.

b. Resident shall only park in designated parking spaces or, if applicable, Resident's assigned parking space. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if such vehicle (i) is parked in a loading zone, fire lane, on landscaping or grass, in front of dumpsters (if any) or on curbs, (ii) is double parked, (iii) appears to be abandoned, (iv) is not, with respect to Resident only, a Registered Vehicle, (v) appears to be in a state of disrepair, (vi) causes damage to the parking facilities, or (vii) does not have a current registration or inspection.

c. In the event the parking space is not maintained properly, is damaged, or is otherwise not returned in a condition satisfactory to Landlord at the End Date or the earlier termination of the Contract, Resident shall pay to Landlord the cost of repairs to the parking space.

3. **Controlled Access.**

a. The Facility may be furnished with a controlled access device (the “**Controlled Access**”), subject to the terms and conditions of this Section. Resident acknowledges that any benefit Resident receives from the Controlled Access is incidental to the existence of controlled access. Resident acknowledges and agrees that the Landlord's installation and use of the Controlled Access does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security to Resident or any guest of the Unit. There is no guarantee that the presence of the Controlled Access will in any way increase personal security or safety of Resident, Resident's guests or their respective belongings. The Controlled Access can be rendered inoperative at any time. Resident acknowledges and agrees that Landlord has no obligation to maintain the Controlled Access, and Landlord may temporarily or permanently remove the Controlled Access at any time without providing alternative controlled access to the Facility. To the full extent permitted by applicable law, Landlord shall not be liable to Resident or any guest of the Facility for any injury, damage, or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Controlled

Access, or for any injury, assault, vandalism or other crime occurring at the Facility. Resident acknowledges Landlord shall not be liable in any way for any disruption in the operation or performance of the Controlled Access.

b. Resident acknowledges that an access device ("**Access Device**") is required to operate the Controlled Access. Resident represents and warrants that Resident understands how to use the Controlled Access and how the Controlled Access functions. Resident will not act in any way to impair the use or function of the Controlled Access. Resident agrees to use reasonable care in the operation of the Controlled Access and to comply with any and all instructions, rules or procedures instituted by Landlord regarding the operation of the same. Resident hereby acknowledges that the Access Device is for Resident's sole and exclusive use and the use of such Access Device by any person other than Resident shall constitute a Default under the Contract. Should Resident fail to return the Access Device to Landlord upon request, or should Resident lose or damage the Access Device, Resident shall be liable for the Replacement Access Device Fee.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

The Standard at Ann Arbor, LLC

Printed Name: _____

By: Landmark Venture Management, LLC, its agent.

By: _____

Name: _____

Title: _____

Ann Arbor Code of Ordinances
Title VIII Building Regulations/Chapter 105- Housing Code
/8:530 Lease agreements, right to renew, relocation
assistance, and entry to show residential premises.

- (1) Notwithstanding any other provisions of this chapter, a landlord of residential premises shall not:
 - (a) Enter the leased premises for the purpose of showing the premises to prospective tenants until 70 days of the current lease period has passed; or
 - (b) Enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 70 days of the current lease period has passed.
- (2) This section does not apply under any of the following conditions:
 - (a) The entry is for the purpose of subletting;
 - (b) The current lease period is less than 9 months in its entirety;
 - (c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of premises;
 - (d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.
- (3) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
- (4) If there is no written lease, then the landlord shall provide a copy of this entire code section, upon which is written the term of the current unwritten lease, to each tenant, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.
- (5) A violation of this section shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute.

(Ord. No. 7-06, § 1, 3-20-06; Ord. No. 08-01, § 1, 1-22-08; Ord. No. 19-19, § 7, 6-17-19; [Ord. No. 21-22](#), § 1, 8-2-21; Ord. No. [22-15](#), § 1, 10-3-22; Ord. No. [24-03](#), § 1, 3-4-24)

Resident Signature

Date

By execution of this lease, resident acknowledges receipt of “Rights and Duties of Tenants”, a booklet provided by the City of Ann Arbor.

“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 form our own union. Such duties may include the duty to pay rent 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.”

This 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.

Tenant will not place or permit to remain upholstered furniture which is not intended or designed for outdoor use on exterior porches, balconies, porches, decks, landings or other areas exposed to weather. Tenant acknowledges that the City of Ann Arbor Housing Code prohibits such activity and that the City may remove offending furniture at Tenant's expense. Tenant agrees to reimburse Landlord for all costs associated with Tenant's violation of this paragraph and agrees that any such costs may be charged as additional rent.

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 YOU 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 AVE.

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RIGHT TO RENEW ORDINANCE ADDENDUM

This Right to Renew Ordinance Addendum (this “**Addendum**”) is made and entered into as of (the “**Effective Date**”) by and between The Standard at Ann Arbor, LLC, (“**Landlord**”) and, an individual (“**Resident**”) and is incorporated into the Housing Contract between Landlord and Resident with a startdate of 07/25/2025 (the “**Contract**”) for a bedroom (the “**Bedroom**”) in **The Standard at Ann Arbor** located at 405 S. Main Street, Ann Arbor, MI 48104 (the “**Facility**”).

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Right to Renew Conditions.** Resident hereby acknowledges the following establish good cause for Landlord to not renew the Contract pursuant to the Ann Arbor City Code, including Section 8.530 or any applicable amendment or substitution.
 - a. Any documented violation of the Contract by Resident, visitors, or guests;
 - b. Any activities or events listed in paragraph 18, Default of Contract;
 - c. Any documented violation of Exhibit C, Rules and Regulations;
 - d. Any activity or condition that permits a termination of tenancy under MCL 600.5714;
 - e. Any prior or existing non-payment of rent resulting in a complaint under the Summary Proceedings Act;
 - f. Landlord’s removal of the Unit, Bedroom, Facility or premises from the market for renovation or repairs.
 - g. Any reason permitted to terminate a contract at LIHTC properties under the Internal Revenue Code, regardless of whether the Facility is in the LIHTC Program;
 - h. Any reason permitted by 24 CFR 850-5.852, 5.858-5.861, 5.901, 5.903, and 5.905, 24 CFR 247.3, 880.607, 881.601, 883.701, 884.216, regardless of whether the Facility is subject to HUD rules or the CARES Act.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

The Standard at Ann Arbor, LLC

Printed Name: _____

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

**Notice Regarding How to Register to Vote, Given Pursuant to Title VIII Building
Regulations/Chapter 105- Housing Code /8:525**

Register to Vote in Michigan

If you would like to participate in Michigan elections, you must register to vote with the Michigan Secretary of State, including at any branch offices, the offices of your local city or township clerk, and other state agencies.

To qualify for voter registration in Michigan, you must be a U.S. citizen, a resident of Michigan, and of the city/township you're registering in and be at least 18 years old by the next election date, and NOT currently imprisoned for a felony offense. Election information and further registration information is available on the Secretary of State's website as well as the city of Ann Arbor's website through the City Clerk's webpage. A copy of the State of Michigan Voter Registration Application is available at the following: https://www.michigan.gov/documents/MIVoterRegistration_97046_7.pdf and a courtesy copy is enclosed herein pursuant to the Housing Code 8:525 .

Resident Signature

Date

RIGHTS AND DUTIES OF TENANTS

This booklet contains information about your rights and duties as a tenant in Ann Arbor. The booklet is divided into three sections. The white section is written by the City. The green section is written by tenant advocates. The blue section is written by landlord advocates.

Portions of the booklet are written by advocates because the people of the City believe that the tenant can obtain the most accurate and fair understanding of the rights and duties as tenants by an uncompromised and uncensored presentation of materials by advocates for often conflicting points of view. The landlord and tenant sections are both written or approved by attorneys.

THE THREE SECTIONS OF THIS BOOKLET ARE THE OPINIONS OF THEIR AUTHORS. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS AND DUTIES AS A TENANT, CONSULT YOUR OWN LAWYER, FREE LEGAL AID SOCIETY OR TENANTS' UNION LAWYER.

Published December 2023

This booklet is distributed to tenants by their landlords as required by City Charter, sections 19.7 to 19.13. A landlord's failure to distribute this book as required by law shall be punishable by a fine up to \$500, but may not be punished by jail.

I INTRODUCTION

This booklet is designed to help you find Ann Arbor a better place in which to live. On the following pages you will find information about your rights and duties as a tenant (lessee) and suggestions on how to govern your relations with your lessor (landlord).

This booklet is written in three sections. This first section, on the white pages, has been written with the cooperation of three groups of authors - one group comprised of lawyers from the City Attorney's Office, one group chosen to represent the tenant's point of view, and one group chosen to represent the lessor's point of view. All three groups of authors have agreed that the information in this first section is accurate. HOWEVER, THE LESSOR AND TENANT ADVOCATE AUTHORS FEEL THAT THIS FIRST SECTION IS NOT COMPLETE AND HAVE ADDED INFORMATION IN THEIR SECTIONS TO GIVE YOU WHAT EACH GROUP THINKS IS A COMPLETE PICTURE OF YOUR RIGHTS AND DUTIES. THIS ADDITIONAL INFORMATION IS CONTAINED IN THE GREEN AND BLUE SECTIONS OF THIS BOOKLET.

There may be conflicts among the points of view presented in the advocate sections of this booklet. The purpose of the law which created this booklet was to allow you to see the differing points of view which exist.

Please remember that this booklet is only a general guide, rather than the final work, on legal matters. It is not intended as a substitute for competent legal counsel.

II YOUR RELATIONS WITH YOUR LESSOR

Mutual discussions of problems and questions between lessors and tenants will often be of great benefit to both parties. Fast and equitable solutions and answers are often possible. Generally, however, both lessors and tenants, when entering into discussions, should be well informed about their rights and duties. When either party is ignorant of their rights or duties, unnecessary confusion and hostility from both sides can result. Once well informed, both parties can enter into discussion and negotiation optimistic that mutually satisfactory solutions can be found.

See the lessor and tenant advocate section of this booklet for further comment on this point.

III DISCRIMINATION AS TO RELIGION, RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, CONDITION OF PREGNANCY, MARITAL STATUS, PHYSICAL LIMITATIONS, SOURCE OF INCOME, FAMILY RESPONSIBILITIES, EDUCATIONAL ASSOCIATION OR SEXUAL ORIENTATION.

No lessor may refuse to rent to you or to discriminate in your rental agreement or privileges because:

1. Of your race, color, religion or national origin;
2. You are male or you are female;
3. Of the age of any member of your household;
4. You are pregnant;
5. You are single, unmarried, divorced or widowed;
6. Of physical limitations;
7. You get your income from welfare payments or any other legal source;
8. You are or might become a contributor to the support of persons in a dependent relationship;
9. You are a student or not a student;
10. You are heterosexual, homosexual or bisexual;
11. Of the race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical limitations, source of income, family responsibilities, educational association or sexual orientation of your relatives or associates.
12. Of your arrest record, criminal history, or hairstyle such as braids, locks, twists, and headwraps.

Exceptions to the above rules are as follows:

1. A landlord can discriminate as to sex if renting an owner-occupied one or two-family dwelling, or a dwelling devoted entirely to members of one sex.
2. The owner of a housing project may legally restrict occupancy to persons over fifty-five (55) years of age or may restrict occupancy to handicapped persons.
3. A landlord may refuse to rent to an unemancipated minor.
4. A landlord may restrict occupancy based on age when such discrimination is *required* by law.
5. A religious organization or institution may restrict its housing facilities and accommodations which are operated as a direct part of its religious activities to persons of the denomination involved.
6. A housing provider may exclude tenants based on certain types of

criminal history or if required to do so to comply with federal or state laws.

IV THE LEASE OR RENTAL AGREEMENT

Your lease can be written or oral. If the lease is for a specific period of more than a year, it must be in writing. A lease for a specific period of a year or less may be oral or in writing. Also, a lease for an indefinite period (usually month-to-month) can last for less than a year or for many years and may be oral or in writing.

Leases are contracts and, provided that their terms are enforceable, will create obligations on both the part of the tenant and the landlord. These obligations will include generally, on the part of the tenant, the obligation to pay rent when due and not unreasonably damage the dwelling and, on the part of the lessor obligation to provide a dwelling in good repair and in compliance with state and local housing codes.

Unless the lease contains a provision for rent increases, the landlord cannot increase the rent during the lease term. The rent may be increased for a month-to-month lease by notifying you of the increase at least one month before the next payment is due.

Pursuant to Section 8:530 of Chapter 105 of Chapter VIII of the City Code, a landlord of residential premises shall not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 150 days before the end of the current lease period (i.e. approximately 210 days into a 1-year lease) and after notice has been given to existing tenants no later than 180 days before the end of the current lease period.

The requirements of the ordinance apply to leases that exceed 8 months are:

1. A landlord must provide each tenant (with whom they want to renew a subsequent lease) the terms and conditions of a subsequent lease period no later than 180 days before the end of the lease period;
2. The notice to the tenant must be sent via electronic communication, and either by personal delivery or US mail;
3. The notice must specify the date by which the tenant must notify the landlord of the tenant's acceptance of a subsequent lease, and that date shall not be sooner than 150 days before the end of the current lease;
4. If the notice sent to the tenant was earlier than 240 days before the end of the current lease period (i.e. approximately 120 days into a 1-year lease), the landlord must send a second notice to the tenant;
5. A tenant (who wishes to renew a lease for a subsequent lease period) must provide notice to the landlord via 1 of 3 methods: electronic

communication, personal delivery, or US mail.

6. A tenant's acceptance of the subsequent year's terms and conditions shall be in the form of a signed lease.
7. These provisions do not apply to leases less than 8 months, subleases, when a lawsuit to recover the premises has been filed, or when the tenant has terminated occupancy of the premises pursuant to the lease.
8. Violations of Section 8:530 are civil infractions, punishable up to \$500 for a first offense.

The Ordinance, ORD-21-22, HOUSING: LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES, is printed in its entirety in the back of the white section of this booklet

V UNENFORCEABLE LEASE CLAUSES

Some clauses contained in some leases are not enforceable. These clauses have no legal effect and are not binding even though you may have already signed the lease. A few such examples include the following:

1. Clauses which try to change any of the tenant's rights to legal remedies or the lessor's obligations (discussed in Sections VII, VIII and IX below) when the premises are not in reasonable repair or compliance with the state and local housing codes;
2. Clauses which try to change any of the tenant's rights under state law involving security deposits (discussed in Section XIV below);
3. Clauses claiming to excuse the lessor from liability to the tenant for damages caused by the lessor's negligence;
4. Clauses claiming to deny the tenant the right to trial by jury or certain other judicial procedures;
5. Clauses which claim that the tenant is liable for legal costs or attorney's fees incurred by the lessor in excess of the costs and fees specifically allowed by statute. (The State statutes only allow the winner of a lawsuit to collect small legal costs and attorney fees which rarely exceed a total of \$100 for a case going through trial.)

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

You may or may not have a right to a refund if you pay a deposit and decide not to move in. Consult the tenant and lessor advocate sections of this booklet for their views on your rights.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

- A. **YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL**
You have the right to a clean, sanitary dwelling before you move in, even if your lease says it does not have to be clean. Cleaning waivers are sometimes used when a tenant wants to move in early. Read the tenant and landlord advocate sections of this booklet for views on the validity of such a waiver and further information on this section.
- B. **YOUR RIGHT TO HAVE THE LESSOR REPAIR**
Your lessor must also keep your dwelling in good repair. It must also be kept "up to Code" - in compliance with the Ann Arbor City and the Michigan State Housing Codes. Some general requirements of the City Code are listed in Section XVI.

You may use this list as a reference or you may obtain a copy of the Ann Arbor Housing Code from the Planning and Development Services Unit, located on the first floor of City Hall.

- C. **THE CERTIFICATE OF COMPLIANCE**
The lessor is also required by law to have a Certificate of Compliance with the Ann Arbor City Housing Code and you are entitled to see it on demand. If your lessor does not have a Certificate of Compliance or there are Code violations, you may be entitled to withhold your rent. Read the tenant and lessor advocate sections of this booklet for more information on this point.

VIII WITHHOLDING RENT

- A. If the lessor fails to meet his or her obligations to the tenant, State law gives the tenant a right to withhold all or part of the rent under certain circumstances. The right to withhold all or part of rent may occur in the following situations:
 1. If the lessor violates the terms of the lease agreement; or
 2. If the lessor fails to maintain the premises in reasonable repair; or
 3. If the lessor fails to comply with the State or City housing codes; or
 4. If there is a total or partial constructive eviction. Such a constructive eviction occurs if the conduct or misconduct of the lessor makes all or part of the dwelling uninhabitable;
 5. If the lessor imposes a retaliatory rent increase. A retaliatory increase occurs when the landlord raises the rent because a tenant took an action which was legally the tenant's right – such as making a

complaint concerning the condition of the premises. In this instance, only rent in excess of the original amount may be withheld.

Withholding rent may lead to legal action by the lessor to evict you. You may be able to use as a defense that you withheld rent for one of the above purposes and you may have counter-claims. If there is a suit for nonpayment of rent, you have the right, except in rare situations, to avoid eviction by payment of the rent. Consult the tenant and landlord advocate sections of this booklet for further information on withholding rent.

- B. If you decide to withhold rent, the following procedures are strongly recommended by both the lessor and tenant advocate authors:
1. Make a list of everything that is wrong with your dwelling and of every violation of the lease by the lessor.
 2. Send your lessor a letter, inserting your list described in paragraph (1) above, preferably by certified mail, stating that you are withholding rent because of the condition of your dwelling and/or violations of the lease by the lessor. Make a copy of the letter and keep all of the mail receipts.
 3. You may, at some future time, be required to pay some or all of the rents you have withheld. Accordingly, it is wise to set up a separate rent fund so that the money will be available when and if payment is required.

IX SUING THE LESSOR TO OBTAIN REPAIRS

Another way to obtain repairs is to sue the lessor. Read the landlord and tenant advocate sections of this booklet for information on this.

X THE TENANT'S RIGHT TO PRIVACY AND THE LESSOR'S LIMITED RIGHT TO ENTER

When you are a tenant, your dwelling is yours to have and peacefully enjoy. Your lessor does not have the right to enter your dwelling without your permission, in most cases.

It is courteous and makes sense to allow your lessor appointments at mutually convenient times under the following circumstances:

1. To do repairs;
2. To show the dwelling to prospective tenants, as set forth below;
3. To permit City inspectors to perform routine inspections or

inspections pursuant to complaints regarding the dwelling. The lessor may be liable for trespass in case of unlawful entry. The tenant may be liable for damages in case of unreasonably denying appointments to enter. If a City inspector is refused entry, he may obtain a search warrant to require you to permit an inspection.

Pursuant to Section 8:530 of Chapter 105 of Chapter VIII of the City Code, a landlord of residential premises shall not enter the leased premises for the purpose of showing the premises to prospective tenants until 150 days before the end of the current lease period. The showing of currently leased premises to prospective tenants via photographs, video recordings, or online displays is not a violation of the ordinance.

The Ordinance, ORD-21-22, HOUSING: LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES, is printed in its entirety in the back of the white section of this booklet.

See your advocate sections for further opinions about your important right to privacy and your lessor's limited right to enter.

XI EVICTION PROCEDURE

A. GROUNDS FOR EVICTION

If you have a lease for a specific period of time, neither you nor the lessor may cancel the lease without specific grounds. The lessor may only commence eviction proceedings against you for the following reasons:

1. You have not paid rent and are not legally withholding it; or
2. You have willfully or negligently caused a serious and continuing health hazard, or an extensive and continuing health hazard, or an extensive and continuing physical injury to the premises, and you refuse to correct the health hazard or physical injury within seven days after a notice to do so or leave; or
3. The lease period has expired; or
4. You have violated a lease provision which is so important as to justify eviction.

YOU MAY HAVE DEFENSES TO SOME OR ALL OF THE GROUNDS FOR EVICTION WHETHER YOUR LEASE IS FOR A SPECIFIC PERIOD OF TIME OR A "MONTH-TO-MONTH" ORAL AGREEMENT. READ THE RESPECTIVE ADVOCATE SECTIONS.

B. ILLEGAL PROCEDURES

Unless you agree to turn over the premises to the lessor, he must follow the legal procedures described below to obtain possession of the dwelling. These procedures must be followed even if the lessor is legally entitled to evict you. If the lessor uses means other than the prescribed legal procedures, you may be entitled to sue the lessor for triple the amount of the damages you suffer. Such extra-legal procedures which will entitle you to damages include the following:

1. Using force to enter the premises or to forcefully remove a tenant;
2. Changing locks to prevent a tenant from re-entering the premises;
3. Disconnecting utility services to the premises;
4. Moving your possessions from the premises without your permission unless the lessor has won an eviction suit against you and has a court order or you have abandoned the premises.

C. NOTICES

Except in a case where a lease has expired, a lessor is obligated to serve upon you, either personally or by mail, a notice prior to starting an eviction suit. The following are the types of notices used:

1. A seven-day “Notice to Quit” (move) or pay the rent due.
2. A seven-day “Notice to Quit” (move) or repair serious defects caused by you or to cease serious health hazards caused by you.
3. A notice to “terminate the tenancy.” This notice is used to terminate a written or oral lease for an unspecified period, such as a month-to-month lease. It must be served on you at least one rental period prior to the termination date mentioned in the notice. Such a notice may also be used to terminate a lease because of a violation of lease terms.

If you receive one of these notices and don’t intend to comply with it, you should immediately seek legal assistance. Read your respective advocate section about your rights.

D. SUMMONS AND COMPLAINT

The summons and complaint are the documents by which a lessor begins suit against a tenant. The complaint states the reasons that the lessor feels entitled to evict you. The summons gives you the date when you must appear in court and file an answer. If you fail to appear on the date specified on the summons, a default judgment will be entered against you by the court. When you receive a summons and complaint, it is advisable to obtain legal assistance.

E. ANSWER TO COMPLAINT

The answer is the document the tenant files with the court to indicate either his

agreement or disagreement with the claims made in the complaint. In addition, it is the document wherein the tenant asserts any rights the tenant has against the lessor, such as rights which may arise because of code violations, breaches of the lease or illegal remedies used by the lessor.

F. WRIT OF RESTITUTION

If the court determines that the lessor is entitled to evict you, the judge will order the issuance of a “writ of restitution.” Such a writ is served by an authorized court officer who may forcefully remove you and your possessions from the dwelling. Normally there are ten days following the judgment before a writ may be issued.

If the eviction is for nonpayment of rent, the writ of restitution will not be issued for at least ten days following the judgment in favor of the lessor. During that ten day period, the tenant is entitled to reinstate the lease by payment of all past due rents and court costs and is also entitled to appeal the judgment.

G. PUBLIC HOUSING EVICTIONS

If you live in a dwelling leased from the Ann Arbor Housing Commission, you have a right to a hearing before eviction proceedings are started against you. To obtain such a hearing, you must request it after a notice to quit but prior to receipt of the summons and complaint.

XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT

As a tenant you have certain legal duties in the use and enjoyment of your dwelling. In addition, common sense applies in many cases where there may not be an actual “legal” duty.

A. LEGAL DUTIES

1. Pay rent on time unless lessor has violated some obligation to you which excuses some or all of the rent.
2. Do not store combustible liquids in your apartment in a dangerous manner.
3. Vacate the premises timely at the end of your lease.

B. COMMON SENSE ITEMS

1. Promptly report, in writing, if possible, any problems or needed repair.
2. Do not remove furniture or fixtures from the units, if it is not yours, without the lessor’s written permission.
3. Try not to make an unreasonable amount of noise which might disturb your neighbors.

4. Do not let water escape from tubs or lavatories.
5. Empty trash only into containers provided.
6. Park only in designated areas.
7. Do not use sharp instruments when defrosting refrigerator.
8. Avoid putting foreign materials in drains that will cause clogging.

XIII LEASE ASSIGNMENT AND SUBLETTING

In most cases, you can sublet your dwelling to another tenant, but you remain liable for the rent for the remainder of the lease if the subtenant fails to make rental payments. Also, you may be liable for damages caused by the subtenant. Accordingly, it is wise to sublet only to a reliable person. If the lessor is agreeable, it may be possible to have the subtenant enter into an agreement with the lessor whereby the subtenant is substituted for you for the remaining period of the lease. In such a case you would not be liable if the new tenant failed to make rental payments or caused damage.

Some leases say you cannot sublet without permission of the lessor but that the lessor's permission "cannot be unreasonably withheld." This clause is valid. Read your advocate sections for information on what is "reasonable."

Some leases say you cannot sublet at all or that the lessor can withhold permission (whether or not "reasonably") or charge a fee. Your advocate sections differ on the validity of such lease clauses.

If you do sublet, it is recommended that both tenant and subtenant read the lease, read the advocate sections of this book and attempt to obtain the lessor's written permission to sublet, if there is any restriction on subletting in the lease. Even if there is no restriction, it is common courtesy to inform the lessor when a new (sub) tenant moves in.

Also, in the interest of avoiding honest misunderstanding, it is recommended that a written agreement be signed between the tenant and subtenant. This agreement should provide for a security deposit and should include the address and commencement and expiration dates of the sublease, monthly rental and security deposit amounts, who will pay utilities and information as to how to contact the tenant and subtenant if they wish to be notified by the lessor in case any questions arise concerning the sublease. It is also recommended that the lessor be notified what forwarding address should be used for the return of the security deposit. If this agreement provides for a security deposit, the security deposit laws must be complied with.

Here are two ways for handling security deposits between tenants and subtenants:

1. Subtenant can pay a security deposit directly to the tenant and the subtenant and tenant follow the same rules about security deposit as apply to lessors and tenants; or
2. By arrangement with a willing lessor, the lessor may return the tenant's security deposit and receive and return the subtenant's security deposit directly.

XIV YOUR SECURITY DEPOSIT

Both the lessor and lessee have certain obligations regarding security deposits. Some are mentioned below. If you have trouble getting your security deposit back after you move out, contact legal help. The provisions below apply to all leases of residential dwellings.

- A. Your security deposit by legal definition includes any rent you pay in advance other than for the first month's rent. For example, your last month's rent paid in advance is considered part of your security deposit. This security deposit cannot exceed one and one-half month's rent.
- B. The lessor must give you an address where you can write to him about your security deposit within 14 days of the day you move in.
- C. When you move in, the lessor must also give you two blank copies of an inventory checklist. You must note the condition of the unit and return one copy of the checklist to the lessor within seven days.
- D. You must notify your lessor in writing within four days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocacy sections) of a forwarding address where you may be reached or where you may receive mail. If you fail to do this, the lessor is not obligated to give you an itemized list of damages claimed.
- E. Money may be deducted from your security deposit for the following reasons **only**:
 1. For actual damages to the unit which were the direct result of conduct not reasonably expected in the normal course of living there. Deductions cannot be made for normal wear and tear of the apartment.
 2. For unpaid rent.
 3. For unpaid utility bills.

YOU MAY HAVE DEFENSES. SEE YOUR ADVOCATE SECTIONS.

- F. Within 30 days after the termination of your occupancy (i.e., in most cases, the end of your lease: see your advocate sections), the lessor must mail you a list of damages, the cost of repairs and the reasons why he intends to deduct money from your security deposit. He must send you a check for the amount he claims to which you are entitled.
- G. If you have given your lessor the forwarding address required in paragraph D and your lessor does not send this information within 30 days after the termination of your occupancy, he must send you the entire deposit.
- H. If you do not agree with the damages claimed, you must notify your lessor by **mail** within seven days; otherwise, you forfeit the amount claimed.
- I. If you have properly notified your lessor of your forwarding address and properly objected to the damages claimed, the lessor must either:
 - (1) Return the balance of the security deposit to you; or
 - (2) Start suit against you within 45 days after the termination of your occupancy. (This is not required in most cases when the lessor is only claiming money for unpaid rent. See your respective advocate sections.); or
 - (3) Agree with you in writing about the amount the landlord will retain and the amount he will return to you.
- J. If you do not properly notify your lessor of your forwarding address or you do not object to the damages claimed within the legal time limits, you may not have waived your rights to some or all of your security deposit. See your advocate sections.
- K. The lessor is not required to comply with the foregoing procedures in the case of a non-refundable cleaning fee.

XV LIABILITY FOR DAMAGES

Either party may be liable to the other for negligence or breach of contract causing personal injury or damage to property, in most cases, even if the lease says otherwise. Unauthorized alterations to the dwelling may make the tenant liable for damages.

Neither party is liable to the other for an “act of God” (such as lightning).

The lessor might possibly be liable for injury or burglary by a third person, but only if the lessor was negligent, as in not providing adequate locks or lighting, and

the tenant was not negligent, as in leaving the door unlocked. Read your advocate sections for further information.

Normally, a lessor’s insurance does not protect the tenant’s property unless damage is caused by the lessor. It is recommended that the tenant obtain insurance to protect the tenant’s property and to protect the tenant from damage claims for accidental injury to the property of others.

XVI SOME EXAMPLES OF CITY CODE REQUIREMENTS THAT MAY APPLY TO YOUR DWELLING

A. MINIMUM SPACE AND FACILITIES

The total floor area of dwelling (excluding bathrooms, storage areas, closets, corridors and laundry facilities) must be at least 225 square feet.

At least one common room in a dwelling must have a minimum floor area of 120-150 square feet, dependent on the number of bedrooms. Kitchens and dining areas if provided as separate areas, shall have a minimum habitable area of 35 and 50 feet respectively. Bedrooms in a dwelling having two or more rooms must have a total floor area of at least 70 square feet when one person sleeps in that room or a minimum floor area of 50 square feet per person when more than one person sleeps in that room. Children under 12 must have at least 40 square feet of floor area per person when two or more sleep in the room.

Every habitable room in a dwelling (excluding bathrooms, closets, etc.) must have a ceiling height of at least seven feet. In habitable basements, at least 80% of every room must have a minimum ceiling height of 6 feet 8 inches. In rooms with sloped ceilings, at least 50% of the room must have a ceiling height of 7 feet.

No dwelling which has two or more bedrooms may be arranged so that access to the bathroom for occupants of one bedroom may be had only by passing through another bedroom, nor can access to one bedroom be through a bathroom or other bedroom.

Food may not be prepared in any room used for sleeping purposes, except in efficiencies.

Efficiency apartments must have a minimum floor area of 150 square feet for one occupant. For each additional occupant an additional 100 square feet of floor space must be provided.

Kitchenettes in an efficiency apartment must be at least three feet by five feet in

size and must be accessible from the living room.

Unless specifically reviewed and approved, a cellar (a room which is underground where the distance from the adjoining ground to the ceiling is less than the distance from the adjoining ground to the floor) may not be used as a habitable dwelling, although it may be used for recreational purposes.

B. EGRESS

All parts of multiple dwellings must have access to two separate means of egress. Both must be accessible to all occupants without passing through one to get to the other or passing through a private room or apartment.

Of the two means of egress mentioned, one may be a fire escape, if it is maintained in a safe condition. The escape must be accessible to all occupants through a door or casement window at least either 27 inches wide X 47 inches high or 22 inches wide by 53 inches high (those exits serving only one unit may be 22 inches wide by 47 inches high). These doors or windows must open in the direction of egress.

Multiple dwellings with more than 15 rooms of sleeping accommodations for more than 30 persons must have all means of egress designated by electric EXIT signs with letters at least four inches in height.

The primary entrance of a dwelling must have exterior lighting. Dwellings with multiple entrances must have at least 2 entrances lighted.

Automatic entrance lighting is required for buildings with 4 or more units. Storage within five feet of gas or oil fired heating devices is prohibited.

Storage in exitways is prohibited.

There are minimum dimension requirements for exitways.

C. LIGHT AND VENTILATION

Every habitable room must have at least one window or skylight opening directly to the outdoors (mechanical ventilation may be substituted in bathrooms.)

Minimum total window area for every habitable room must be at least 8 percent of the floor area of such a room.

Total openable window area must be at least 50 percent of the minimum allowable window area.

In kitchens, the window space requirements may be reduced or waived if there is adequate artificial lighting.

Every habitable room must have one window or skylight which can be easily opened or other device capable of ventilating the room.

Window and outside door screens must be installed by the owner to permit adequate ventilation. These screens must be installed by the owner by May 1 and may not be removed prior to September 30. All basement windows must be screened, if required for ventilation.

D. ELECTRICAL SERVICE

Every habitable room in a dwelling must contain at least two separate electrical outlets, spaced for convenience, and one switched light fixture or switched outlet.

Rooms not considered habitable (bathroom, laundry rooms, etc.) must be provided with fixtures to provide sufficient light.

Bathrooms must be provided, in most cases, with one convenience outlet, and rooms not provided with ceiling light fixtures must be provided with at least one convenience outlet or side wall lighting outlet controlled by a wall switch.

Electrical cords may not be allowed to run under rugs, through doorways, stapled to wooden baseboards or door casings or through holes in partitions or floors. Cords up to 6 feet long are allowed if they are the proper size for the devices they serve.

Wiring and fusing must be maintained in safe conditions at all times. Smoke detectors or an automatic fire alarms system must be provided.

E. HEATING AND INSULATION

Heating facilities must be adequately installed and properly maintained at all times.

Facilities must be capable of heating all habitable rooms, including bathrooms, to 68 degrees F. when the temperature outdoors is as low as 10 degrees below zero. When owners use temporary heating devices to maintain the required temperature, they must pay a prorated share of the heating bill.

Heating units in multiple dwellings must be separately enclosed.

Windows and cracks must be caulked. Unheated attics or top stories must be insulated to R-19 if insulated before 1985 and R-30 if insulated later. These winterization requirements do not apply in several instances, one of which is if the landlord pays all the heating bills without charge to the tenants.

F. PLUMBING

Every plumbing fixture must be properly installed and in good working condition.

Every dwelling must have a working kitchen sink equipped with sufficient hot and cold water.

All dwellings must be provided with a bathroom within the dwelling which contains a flush toilet, a sink and a bathtub or shower in good condition. The sink or shower may be outside the bathroom but must be adjacent to it.

Sinks and bathtubs or showers must be equipped with hot and cold water.

In rooming houses, there must be at least one bathroom for each eight persons. The facility must be accessible from a common hall or corridor.

Water heating facilities must be properly installed and maintained in good working condition.

Water heating facilities must be capable of providing enough water heated to 110 degrees to provide for all sinks, tubs and showers.

G. SANITATION

No dwelling is to be occupied by new tenants unless it is clean, sanitary and fit for human occupancy.

The owner of the premises is responsible for maintaining those premises in a clean condition, except for that portion of the premises which the occupant controls.

The occupant must dispose of trash or garbage in covered containers. These containers must be provided by the owner. Garbage chutes are prohibited. All facilities required by law must function safely and must be kept in good repair. Facilities, equipment and utilities cannot be stopped or discontinued when the dwelling is occupied except for temporary repairs or during temporary emergencies.

All parts of the dwelling, including heating, lighting, ventilation and plumbing, must be kept in good repair by the owner.

H. GENERAL MAINTENANCE

Foundations, floors, ceilings, walls and roofs must be reasonably weather-tight and rodent proof, capable of affording privacy and in good repair.

Roofs must not leak and rain water must have some sanitary means of drainage.

Exterior wood surfaces must be kept from deterioration by paint or other protective treatments.

Windows and doors must always be reasonably weather-tight and rodent proof and in good working condition and repair.

Stairs, porches and all other attached features must be kept in sound condition.

I. SECURITY

All exterior windows and doors must have locking devices. Double hung windows reasonably accessible from the exterior must have pin or vent locks.

Sliding windows and doors must have a rod that can be used to prevent them from being opened.

Unless already equipped with 5/8 inch or larger deadbolt, all swinging doors accessible from the outside must have a one inch deadbolt.

Every principal entrance door must have a window, side light or wide angle peephole viewer.

The above is a partial list of code requirements. They are subject to change or variance. See your advocate section.

Section 8:530 of the Housing Code (Chapter 105) of the Code of the City of Ann Arbor

8:530 LEASE AGREEMENTS AND ENTRY TO SHOW RESIDENTIAL PREMISES

- (1) Notice to Tenant Regarding Successive Lease Periods:
 - (a) A landlord of residential premises must, for leases that exceed eight months, provide each tenant with the terms and conditions of a successive lease period no later than 180 days before the end of the current lease period;
 - (b) Notice to each tenant must be sent via electronic communications, and either personal delivery or U.S. mail;
 - (c) The notice must specify the date by which the tenant must notify the landlord of the tenant's acceptance of a successive lease, which date shall be no sooner than 150 days before the end of the current lease period;
 - (d) A landlord must provide a second notice if it provides a first notice earlier than 240 days before the end of the current lease period;
- (2) Notice to Landlord Regarding Acceptance of Terms of Successive Lease Periods:
 - (a) Notice to the landlord by each tenant must be provided in writing via personal delivery, U.S. mail, or electronic communication;
 - (b) A tenant's acceptance of the terms and conditions for a successive lease period shall be in the form of a signed lease.
- (3) Entry and Leasing of Residential Premises:
 - (a) A landlord shall not enter leased residential premises for the purpose of showing the premises to prospective tenants until 150 days before the end of the current lease period;
 - (b) A landlord may not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 150 days before the end of the current lease period.
- (4) Rights and Duties of Tenants Booklet
 - (a) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant

a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet;

(b) If there is no written lease, the landlord shall provide a copy of this entire Code section, upon which is written the term of the current unwritten lease, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.

- (5) This section does not apply under any of the following conditions:
 - (a) The entry is for the purpose of subletting;
 - (b) The current lease period is less than 8 months in its entirety;
 - (c) A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all laws and rules applicable to summary proceedings to recover possession of the premises;
 - (d) The tenant, of his or her own will, has terminated his or her occupancy of the leased premises and his or her right under the lease to possession of the premises.
 - (e) The leased premises is subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of any of these restrictions) that are in conflict with this Section.
- (6) Enforcement:
 - (a) A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500 for the first offense, not less than \$500 and up to \$1,000 for each additional or subsequent offense, plus costs and other remedies available by statute;
 - (b) A court may issue enforce any judgement, writ, or order necessary to enforce this Section;
 - (c) To the extent allowed by law, a tenant who has been aggrieved by a violation of the Section may bring a civil action for appropriate injunctive relief or damages, or both, against the person(s) who acted in violation of this Section.

Section 8:531 of the Housing Code (Chapter 105) of the Code of the City of Ann Arbor

8:531 RIGHT TO RENEW AND RELOCATION ASSISTANCE

(1) Applicability

This Section shall apply to all housing accommodations except:

- (a) Premises otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires “good cause” for termination or non-renewal of such tenancies.
- (b) Fraternity houses, sorority houses, student cooperative housing, subleases, or leases of less than 240 days duration.
- (c) Premises subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of these restrictions) that are in conflict with this Section.

This Section shall only apply to leases entered into, renewed, or renegotiated after the effective date of this Section.

(2) Renewal of Lease

- (a) Within the time periods specified in Ann Arbor City Ordinance 8:530 (1)(a), a landlord must notify each tenant, in writing, whether the lease will be renewed, and must do one of the following:
 - (i) If the landlord offers to renew the lease, such offer must be in writing and include the parties, term, address of premises, and the rent. The landlord must present a written lease renewal to the tenants for signature within 30 days of acceptance of the offer.
 - (ii) If the landlord claims good cause not to renew, the landlord shall notify each tenant in writing of the grounds for the good cause.
- (b) If a landlord does not make a good-faith offer to renew a written lease for each tenant before the time period specified in Ann Arbor City Ordinance 8:530 (1)(a) of the current lease period, the landlord shall pay relocation assistance as set forth below, unless the landlord has “good cause” to not offer renewal.

- (c) If fewer than all current tenants sign a renewal, named replacement tenants must be acceptable to the landlord in the landlord’s usual screening process.

(3) Relocation Assistance

The Relocation Assistance payment shall be equal to two month’s rent based upon the current lease.

(4) Good Cause

A landlord is exempted from paying relocation assistance in any of the following circumstances:

- (a) The tenant has not accepted the renewal offer in writing within the time specified in Ann Arbor City Ordinance 8:530 (1)(c).
- (b) The tenants who accepted the renewal offer, along with any replacement tenants acceptable to the landlord, have not returned a signed lease to the landlord within ten days of receipt.
- (c) The landlord can demonstrate a justification for not offering renewal, that is in existence within the time renewal is to be offered, that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714.
- (d) The owner seeks possession so that the owner or a member of the owner’s immediate family may occupy the unit as that person’s principal residence and no substantially equivalent unit is vacant and available in the same building. “Immediate family” includes the owner’s domestic partner or spouse, parents, grandparents, children, siblings, as well as the siblings or parents of the owner’s domestic partner or spouse.
- (e) The owner will not rent the premises for the succeeding term.

(5) Remedies

- (a) Civil Infractions. A violation of Subsection (2)(b) constitutes a civil infraction punishable by a fine of not less than \$500.00 for the first offense, not less than \$1,000.00 for each additional or subsequent offense, in addition to an order requiring the relocation assistance payment.
- (b) Private Actions. To the extent allowed by law, a tenant who has been aggrieved by a violation of Subsection (2)(b) of this Section may bring a civil action for damages against the landlord. A court may order up to two times therelocation assistance payment for willful violations, and may order taxable costs and attorney fees in its discretion. Private actions

and remedies under this Section shall be in addition to any actions for violations which the city may take.

(c) A court may issue enforce any judgement, writ, or order necessary to enforce this Section.

(6) Miscellaneous

(a) The provisions of this ordinance may not be waived by the parties to a rental agreement.

(b) Rights and Duties of Tenants booklet:

(i) Except as otherwise provided in this section, at the time of entering into a written lease agreement a landlord shall provide to each tenant a copy of this entire Code section separate from the written lease agreement, until such time that this ordinance is incorporated into the “Rights and Duties of Tenants” booklet;

(ii) If there is no written lease, the landlord shall provide a copy of this entire Code section, upon which is written the term of the current unwritten lease, until such time that this ordinance is incorporated into the “Rights and Duties of Tenants” booklet.

Section 8:527 of the Housing Code (Chapter 105) of the Code of the City of Ann Arbor

8:527 SMOKE, FIRE DETECTION, AND CARBON MONOXIDE DETECTION DEVICES.

(1) No person shall let to another for occupancy any dwelling or dwelling units which are not equipped with:

(a) Smoke or fire detectors, or with an automatic fire alarm system.

The type, number, and location of the detectors of alarm systems must be approved by the Building Official in accordance with the standards contained in the International Fire Code as set forth in Chapter 111.

(b) Carbon monoxide detectors, in single and two-family dwellings that contain a fuel-fired appliance or have an attached garage with a common door, regardless of the year the dwelling was constructed. In each individual dwelling unit, there shall be a minimum of one detector on each story and there shall be a detector installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. All detectors shall be UL listed. Multiple-dwellings shall comply with the carbon monoxide detection requirements contained in the International Fire Code as set forth in Chapter 111, regardless of the year the dwelling was constructed. All detectors shall be UL listed

(2) The owner is responsible for assuring that the detectors and devices are maintained in good operating conditions and have working batteries. Residents shall be responsible for informing the landlord if and when the device becomes inoperable or the batteries need replacing. Batteries in battery-operated detectors shall be replaced so that the device is always operable. At every change of tenant in every dwelling unit, smoke and carbon monoxide detectors shall be tested to ensure they are in operable condition.

(3) It shall be unlawful for anyone to willfully disable or render inoperable a smoke, fire, or carbon monoxide detection device or system.

(4) Violations of Sections (1) and (2) shall constitute a civil infraction punishable by a fine of not more than \$500. Violations of Section 3 shall constitute a misdemeanor, punishable by 90 days in jail and/or a \$500 fine.

XVII HELPFUL NUMBERS IN ALPHABETICAL ORDER

Ann Arbor Housing Bureau 301 E. Huron Street	(734) 794-6264
Ann Arbor Housing Commission 727 Miller Avenue	(734) 794-6720
Ann Arbor Human Rights Commission 301 E. Huron Street	(734) 794-6141
Legal Services of South Central Michigan 420 N. Fourth Avenue	(734) 665-6181
Michigan Bar Referral Service	1 (800) 968-0738
Student Legal Services 715 N. University Avenue Ste. 202	(734) 763-9920
University of Michigan Beyond the Diag Off-Campus Housing Information Student Union - 530 S. State Street	(734) 764-7420
University of Michigan Clinical Law Program 801 Monroe Street	(734) 763-4319
University of Michigan Office of Student Conflict Resolution 515 E. Jefferson Street	(734) 936-6308
Washtenaw County Bar Association 101 E. Huron Street	(734) 996-3229
For information on Lead House Paint, please call Or visit: www.hud.gov/offices/lead	1 (800) 424-5323

Guide to Early Leasing and Right to Renew Ordinances

Sections 8:530 and 8:31 of Ann Arbor City Code Chapter 105

City of Ann Arbor Rental Housing Services | (734) 794-6264 Opt. 1 | rentalhousing@a2gov.org

What is the Early Leasing Ordinance (ELO)?

- ELO tells landlords when they can start showing occupied units to prospective tenants
- ELO tells landlords when they must provide current tenants with the terms and conditions (parties, lease term, rental unit address, and amount of rent) of a successive lease
 - Notice must specify the deadline for current tenant(s) to accept a successive lease
 - Notice must be provided to the tenant by email and U.S. mail or personal delivery

ELO and Right to Renew Timelines		
More than 240 Days before end of lease	Between 240-180 Days before end of lease	150 Days before end of lease
A landlord can send current tenants the terms and conditions of a successive lease at this time, but if the notice is sent earlier than 240 days before the end of the current lease, <u>a second notice must be sent to the tenants.</u>	Landlords must provide current tenants with the terms and conditions of a successive lease <u>no later than 180 days</u> before the end of the current lease period. Landlords must specify the deadline by which the current tenants must accept a successive lease.	The deadline by which the current tenants must accept a successive lease <u>cannot be sooner than 150 days</u> before the end of the current lease period. If a successive lease is not accepted, a landlord may lease the unit to another tenant <u>during the last 150 days</u> of the current lease term and the landlord may show prospective tenants an occupied unit <u>during the last 150 days</u> of the current lease.

*The requirements of this ordinance count back from the end of the current lease. (For ex. if a lease ends on August 28, 2024, the 150-day deadline is March 31, 2024)

What is the Right to Renew Ordinance?

- Right to Renew requires landlords to make a good faith offer (in writing) to current tenants unless the landlord has good cause not to renew.
- If a landlord is not offering a successive lease, they must notify the tenant in writing and include the grounds for good cause.
- If a landlord does not offer a successive lease, or show good cause not to renew, relocation assistance is mandated.



Good Cause:

- The tenant has not accepted the renewal offer in writing within the time required.
- The tenants who accepted the renewal offer, along with any replacement tenants acceptable to the landlord, have not returned a signed lease to the landlord within 10 days of receipt.
- The landlord can demonstrate a justification for not offering renewal (the same justification needed to evict a tenant: Summary Proceedings Act, MCL 600.5714.)
- The owner or a member of the owner's immediate family is going to occupy the unit for a succeeding term.
- The owner isn't going to rent the unit for a succeeding term.



Relocation Assistance

- Equal to 2-month's rent based upon the current lease.



What leases do these laws apply to?

- Lease terms that are 8 months or longer.
- Leases entered into, renewed, or renegotiated after October 16th, 2022. Leases for rental units that are located within the Ann Arbor city limits.



Remedies for violations may include civil infractions (\$500 for first offense, \$1,000 for subsequent offenses), private actions by tenants against the landlord, and relocation assistance.

This insert replaces pages 23, 24, 25, & 28 of the December 2023 printing of the Rights and Duties of Tenants Booklet. The RTR Ordinance below applies to leases entered into, renewed, or renegotiated after March 17th, 2024.

CHAPTER 105 (HOUSING CODE)

AN ORDINANCE TO AMEND SECTIONS 8:530 AND 8:531 OF CHAPTER 105 (HOUSING) OF TITLE VIII OF THE CODE OF THE CITY OF ANN ARBOR

The City of Ann Arbor ordains: Section 1. That Section 8:530 of Chapter 105 (Housing Code) of Title VIII of the Code of the City of Ann Arbor be amended as follows:

8:530. – Lease agreements, right to renew, relocation assistance, and entry to show residential premises.

(1) Applicability. This section shall apply to all housing accommodations except: (a) Premises otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires "good cause" for termination or non-renewal of such tenancies.

(b) Fraternity houses, sorority houses, student cooperative housing, subleases, and leases with less than 8 months' total duration.

(c) Premises subject to federal, state, county, or city government restrictions regarding income, age, or rent (or the practical application of these restrictions) that are in conflict with this section.

(d) This section shall only apply to leases entered into, renewed, or renegotiated after the effective date of this section.

(2) Landlord's Offer to Current Tenant of Lease Renewal.

(a) If the landlord intends to renew the lease for a successive lease period, the landlord must, in writing via electronic communications, personal delivery, or U.S. mail inform each current tenant regarding the offered terms and conditions for a successive lease period.

(b) Such offer must include:

- (i) the names of the parties;
- (ii) the address of the premises;
- (iii) the price of rent and any fees;
- (iv) the term of the successive lease period;
- (v) a list of all changes in the terms and conditions from the current lease; and
- (vi) the date by which the landlord requires the tenant to accept the offer.

(c) A landlord shall not make any renewal offer earlier than 180 days from the start of the current lease.

(3) Tenant's acceptance of landlord's offer for a successive lease period.

(a) A landlord may not require a tenant to accept an offer for a successive lease period sooner than 30 days after the offer is sent.

(b) A tenant's acceptance of a landlord's offer for a successive lease period must be in writing via electronic communications, personal delivery, or U.S.

mail.

(c) The landlord must present a lease agreement for the successive lease period to the tenant for signature within 30 days of the date of the tenant's written acceptance of the landlord's offer for a successive lease period.

(d) The tenant must return the signed lease agreement to the landlord within 10 days of the date the tenant received the complete written lease agreement.

(e) The landlord must countersign the lease agreement for the successive lease period within 10 days of the date the landlord received the tenant's signed lease agreement, and immediately returned the countersigned copy to the tenant.

(f) If fewer than all current tenants sign a lease agreement for a successive lease period, named replacement tenants must be acceptable to the landlord in the landlord's usual screening process.

(4) Landlord's Non-Renewal of a Lease.

(a) If a landlord claims there is good cause not to renew the lease with a tenant, the landlord shall notify each such tenant in writing via electronic communications, personal delivery, or U.S. mail of the grounds for the good cause no later than 180 days into the current lease period.

(b) If a landlord does not make a good faith offer to renew a lease with a tenant, the landlord shall pay relocation assistance to the tenant as set forth below, unless the landlord has good cause not to offer a renewal.

(c) The relocation assistance payment shall be equal to 2-months' rent based upon the current lease.

(d) Good Cause for Non-Renewal. A landlord is exempted from paying relocation assistance in any of the following circumstances:

- (i) The tenant has not accepted the successive lease period within the time specified in the offer;
- (ii) The tenants who accepted the renewal offer, along with any replacement tenants acceptable to the landlord, have not returned a signed lease to the landlord within 10 days of receipt;
- (iii) The landlord can demonstrate a justification for not offering renewal, that is in existence within the time renewal is to be offered, that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714;
- (iv) The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building. "Immediate family" includes the owner's domestic partner or spouse, parents, grandparents, children, siblings, and the siblings, parents, grandparents, or children of the owner's domestic partner or spouse; or

(v) The owner will not rent the premises for the successive term.

(5) Entry and leasing to another tenant for a subsequent lease period.

(a) A landlord shall not enter leased residential premises for the purpose of showing the premises to prospective tenants until 210 days into the current lease period;

(b) A landlord may not enter into an agreement to rent the leased premises to another tenant for a subsequent lease period until 210 days into the current lease period unless the landlord has good cause not to offer a renewal.

(6) Timing. For all leases exceeding 12 months' total duration, the timelines required by this Section will start to run on the first day of the final 12 month period of the lease.

(7) Waiver. The provisions of this section may not be waived by the parties to a lease agreement.

(8) Enforcement and remedies.

(a) Civil infractions. A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500.00 for the first offense and not less than \$1,000.00 for each additional or subsequent offense.

(b) Private actions. To the extent allowed by law, a tenant who has been aggrieved by a violation of this section may bring a civil action for damages, or injunctive relief, or both, against the person(s) who acted in violation of this section. A court may order up to 2 times the relocation assistance payment for willful violations and may order costs and attorney fees in its discretion. Private actions and remedies under this section shall be in addition to any actions for violations which the City may take.

(c) A court may issue and enforce any judgment, writ, or order necessary to enforce this section, including a court order requiring a relocation assistance payment, if applicable.

Section 2. That Section 8:531 of Chapter 105 (Housing Code) of Title VIII of the Code of the City of Ann Arbor is repealed.

Section 3. This ordinance shall take effect ten days after publication.

Guide to the Right to Renew Ordinance Ann Arbor City Code Chapter 105 Section 8:530
City of Ann Arbor Rental Housing Services (734) 734-6264 Opt. 1 | rentalhousing@cityofannarbor.org

This ordinance, formerly known as the Early Leasing Ordinance (ELO), determines when and how a landlord must communicate an offer for a successive lease, or notice of non-renewal to a current tenant. The provisions of this ordinance can't be waived by the parties involved.

This ordinance applies to:

- Leases entered, renewed, or renegotiated after March 17, 2024.
- Leases at least 8 months in total duration.
- Leases for units located in Ann Arbor City limits.
- Leases not otherwise subject to restriction of income, age, or rent by a government agency that conflicts with this section.

General Lease Renewal Process Under Section 8:530

180 days into the current lease, landlord must inform tenant of their intent to offer a successive lease	Tenant has at least 30 days to respond to the landlord's offer	Landlord has 30 days from tenant's acceptance to provide successive lease	Tenant has 10 days to return the signed lease to landlord	Landlord has 10 days to countersign the lease
The offer can be via electronic communication, personal delivery, or US mail. The offer must include: • names of parties • address of unit • price of rent & fees • term of successive lease • list of changes in terms and conditions from current lease If not offering renewal, notice must include the grounds for good cause not to renew	A landlord can't require a tenant to accept sooner than 30 days after sending the offer. Tenant's response can be via electronic communication, personal delivery, or US mail. Landlord can't show unit to prospective tenants or lease to another tenant until 210 days into the current lease.	Any replacement tenants must be acceptable to the landlord in the landlord's usual screening process.	Tenant must return signed lease within 10 days of receiving the lease from landlord.	After countersigning the lease, the landlord must immediately return it to the tenant.
Relocation Assistance: If landlord does not make good faith offer to renew, landlord shall pay relocation assistance equal to 2-months' rent.				

For leases greater than 12 months, this timeline begins the first day of the final 12-month period of the lease.

Good Cause Reasons Not to Renew a Lease

- The tenant did not accept the renewal offer in writing before the deadline.
- The tenant did not return a signed lease to the landlord within 10 days of receipt.
- The owner or a member of the owner's immediate family is going to occupy the unit for a succeeding term.
- The owner isn't going to rent the unit for a succeeding term.
- The landlord can demonstrate a justification for not offering renewal as defined in [MCL 600.5714](#).

Landlord Entry & Leasing to Another Tenant

- Landlord can't enter a unit to show to prospective tenants, or lease to another tenant until 210 days into current lease period.

Enforcement and Remedies

- City of Ann Arbor Action and at least \$1,000.00 for subsequent offenses.
- Tenant Action
 - A tenant may bring a civil action for damages and/or injunctive relief against the landlord.
 - Private actions and remedies under this section are in addition to any infractions the City may issue.
 - A court may order up to 2 times the relocation assistance payment for willful violations and may order costs and attorney fees in its discretion.
- Court Action
 - A court may issue and enforce any judgment, writ, or order necessary to enforce this section, including a court order requiring a relocation assistance payment, if applicable.

For more information: <https://www.a2gov.org/departments/housing-services/rental-housing-services/default.aspx>

WELCOME TO THE CITY OF ANN ARBOR!

The City of Ann Arbor requires all residents participate in the city's recycling program. Your participation will help our city meet our sustainability goals through waste diversion and recovery.

RECYCLING HOW-TOs

Ann Arbor is a community that embraces "reduce, reuse, then recycle." If something can be recycled, Ann Arbor has a single stream recycling program, which means all recycling material goes into the same containers. Please keep it loose; **do NOT** bag it!

Here is a brief summary of what can be recycled:

Mixed paper – Newspapers, magazines, catalogs, junk mail, office paper, cardboard, frozen food and cereal-type boxes.

Metal cans | Glass bottles and jars, remove tops.

Cleaned plastic bottles, containers and tubs (Screw on caps: keep on. Flat plastic lids: throw away).

"Aseptic" and "Tetrapak" cartons
These are typically used for milk, juice, soymilk, chicken broth, almond milk, etc.

For more details on what can and can't be recycled, please visit the recycling guide provided by Recycle Ann Arbor at recycleannarbor.org.

DUMPSTER TRASH COLLECTION

Large apartment buildings usually use dumpsters for trash. Recyclables are

generally collected in dumpsters as well. Do not block the dumpsters with vehicles or trash. You can be ticketed and towed. All materials must be placed into the containers and the lids able to close.

CURBSIDE COLLECTION

Houses and smaller apartment buildings place carts on the curb before 7 a.m. for weekly collection.

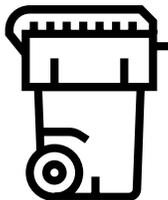
ALL TRASH must fit into the trash cart and all recyclables must fit in the recycling carts including all flattened cardboard

Broken bags, loose trash, furniture, etc. must be cleaned up by the occupant or be subject to Clean Community fines.

Solid waste and recycling carts must be stored at the side or rear of the dwelling and not placed at the curb more than 24 hours ahead of time. Empty carts must be removed from the curb by Noon the day of collection.

Your weekly collection day is listed on the city's website (*and refer to the check boxes below*).

You must make your own arrangements to dispose of large items, furniture and appliances. These will not be picked up by the city.



Please remember to set prepared waste at the curbside before 7 a.m. on your weekly collection day below. A map is available online a2gov.org/recycle or 734.994.7336.

MON

TUE

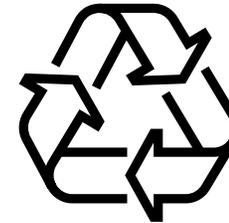
WED

THUR

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BULKY ITEMS DISPOSAL

Bulky items can't be put at the curb for collection. However, there are options for reuse or disposal. Please visit a2gov.org/recycle, under "reuse and bulky item disposal" for suggestions and contact information.



LOCAL RESOURCES

CITY OF ANN ARBOR

General information on city services and links to find more details.

a2gov.org

RECYCLE ANN ARBOR

A city contractor that collects, sorts and processes recycling material.

recycleannarbor.org

734.662.6288

WASHTENAW COUNTY

Collects household hazardous waste.

washtenaw.org/hometoxics

UNIVERSITY OF MICHIGAN RECYCLING

recycle.umich.edu

I INTRODUCTION

Regardless of whether your landlord is a friendly, likable person or an intimidating one, you should always remember that you have a right to decent living conditions and fair treatment with respect to your legal rights.

YOU HAVE FEWER RIGHTS THAN YOU NEED. YOU HAVE MORE RIGHTS THAN YOU KNOW.

Read this green section for tenants lawyers' views of your rights. Consult your lawyer, legal aid society or tenants union lawyers whenever you have a specific legal problem.

II YOUR RELATIONS WITH YOUR LANDLORD

Landlords usually know much more about landlord/tenant law and economics than tenants. This is because landlords are in business and need to know the limits of their rights and obligations.

Tenants, on the other hand, are often uninformed or misinformed about their rights and duties. A survey conducted for the City of Ann Arbor by the Institute for Social Research in 1976 showed that over 60 percent of Ann Arbor tenants were unable to answer each of five elementary questions on tenants' rights.

When you have a problem or potential problem with your landlord, it therefore makes good sense, whenever possible, to:

CONTACT A TENANT ADVISOR, SUCH AS A LAWYER OR TENANTS UNION REPRESENTATIVE, BEFORE YOU ENTER INTO DISCUSSIONS WITH YOUR LANDLORD.

You have nothing to lose by contacting a tenant advisor and this advisor may be able to prevent you from making costly mistakes, such as accidentally waiving rights or settling your dispute on disadvantageous terms, when you do talk to your landlord.

Bargaining with Your Landlord for Your Rights

Occasionally as a tenant you will have to bargain with your landlord to enforce your legal rights. Here are some things to remember which may help.

1. It is usually easier to bargain when you have the formal or informal help of other tenants from your dwelling or building or a tenants union who want to help bargain for the same rights.
2. You are paying rent, usually a lot of rent, for your dwelling. When you buy a product from a store, you want it to be free from defects and you

expect the store to treat you fairly. You also have the right to a dwelling free of defects and to be treated fairly by your landlord

3. A landlord will often try to use an economic justification for his bargaining position on your legal rights. In other words, a landlord will often say his/her allegedly low profits are the reason for the unconscionably high rent, lack of sufficient repairs or for keeping your security deposit on questionable grounds.

In order to deal with this kind of argument, you should know that a landlord makes money in many ways, most of which he/she will not bring up on an argument.

Here are some of the ways:

- a. **Appreciation:** A landlord makes money on the rise in value of his/her building. In Ann Arbor, property values can appreciate as much as 10-15 percent each year. On a \$30,000 building, this would be a profit of \$3,000 to \$4,500 in a single year. If the landlord's downpayment was \$6,000, the profit by appreciation alone may be 50-75 percent of the landlord's investment in a year.
- b. **Building:** Unless your landlord has purchased your building for cash, a very rare occurrence, part of your rent dollar goes to pay your landlord's mortgage, so that the tenant buys the building for the landlord, the same way as your rent dollar helps the landlord buy clothes or a new car. When the landlord sells the building, he/she owns the part he/she paid for with the down payment and the part you bought for him/her with the rent.
- c. **Cash flow profit:** This is the profit the landlord makes each month. It is the rent for that month minus the costs (for the plumber, the mortgage, the taxes, etc.) of each month. This is the only profit most tenants know the landlords earn, but the other profits are often much larger. Landlords sometimes may claim that they have a negative cash flow. If this is their attempted justification for depriving you of your legal rights, you should (a) explain that, even if true, this is not lawful justification for their actions; (b) ask about their other profits and the level of those profits; and (c) say you would like to see proof of their other profits. (Remember, appreciation does not get realized until the building is sold.)
- d. **Depreciation allowance:** A landlord is given numerous tax breaks. The most important is the one that allows the landlord to claim a deduction to the Internal Revenue Service as if he were losing money by the depreciation of his or her building when the market value is, in fact, going up. This pretend "loss" is offset against the landlord's other income. The landlord usually saves about half the taxes on the income offset. That "tax shelter" is a profit the landlord gets from his income before taxes are applied. Other breaks also exist. When your landlord makes economic

arguments trying to justify a deprivation of your legal rights, use ones of your own.

III DISCRIMINATION

If a landlord won't rent to you because of your race, color, religion, sex, sexual preference, welfare status, age, handicap, marital status or educational status, see a tenant lawyer or tenants union immediately.

One way of preventing illegal discrimination (similar to that used in race discrimination cases in the sale of real estate when a white person would buy the house for a black friend) may be to have a friend move in and sublet from the friend. It is unlawful for a landlord to evict you in retaliation for subletting to prevent unlawful discrimination. However, the tenant should be sure there's illegal discrimination and should contact a tenant lawyer before he/she tries this.

There are special rules for one- and two-family dwellings, if the landlord lives there, and for dwellings solely for older people, for members of only one sex and for members of only one religion. Some discrimination in these instances is allowed.

IV THE LEASE OR RENTAL AGREEMENT

The white section of this booklet contains information on this area. It should be emphasized, however, that leases can be written by tenants or landlords, or freely negotiated. In communities with housing shortages (like Ann Arbor), they are almost always written by the landlord or the landlord's attorney. Such leases are often more than a lawful agreement. They often contain clauses that are misleading or unenforceable to intimidate tenants who don't know the law.

Landlords don't usually try to enforce the invalid clauses in court, but show them to the tenant when there's a dispute to scare the tenant into giving up the dispute or giving up some of the tenant's rights. These invalid clauses are discussed below.

V UNENFORCEABLE LEASE CLAUSES

There is an unlimited variety of ways in which lease clauses can be written to make them misleading and confusing to tenants. Since there is such a variety of misleading clauses, a good rule of thumb is this:

IF YOU THINK THAT A LEASE CLAUSE IS UNFAIR, IT MAY ALSO BE UNENFORCEABLE. CHECK WITH A TENANT LAWYER.

Even though a clause is unenforceable, a landlord may try to use such a clause to convince you to give up a dispute with him or to give up rights of yours. For example, a tenant is less likely to start a lawsuit to obtain repairs or withhold rent if that tenant believes he/she has waived the right to a jury trial or must pay the landlord's attorney fees.

Read your lease with a grain of salt and a dash of pepper.

Another point: If you spot illegal and unenforceable clauses in a lease before you sign it, it may be unwise to argue with the landlord who may then think you are a trouble-maker and refuse to rent to you.

TENANT LAWYERS USUAL ADVICE IS: IF YOU WANT THE PLACE, SIGN THE LEASE AND MOVE IN, IF THE RENT IS ACCEPTABLE. IF A LEASE CLAUSE SEEMS UNFAIR AND IS BEING USED AGAINST YOU, SEE A TENANTS LAWYER OR TENANTS UNION FOR ADVICE AND INFORMATION.

Once in your dwelling, if you want to bargain about lease terms, it may still be difficult to work by yourself. Tenants unions and collectively bargaining with other tenants of the same landlord may help you, however, and you should keep them in mind.

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

If the place was not ready when it was supposed to be, you should be entitled to all of your deposit back and maybe more.

If you change your mind through no fault of the landlord, you may have to pay part or all of the deposit to the landlord. Look to your lawyer and not to your lease for what your rights are here. If the landlord re-rents the place immediately, you should get the entire deposit back minus a few dollars fee. You should also be permitted to sublet the place for the landlord if you want to and not lose any of your deposit.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

CLEANING

You have a right to a clean and sanitary apartment when you move in. This is part of what you pay rent for.

“Cleaning waivers” are clauses in leases which supposedly give up this right. They may or may not be valid. “Cleaning waivers,” coupled with “nonrefundable cleaning fees,” seem particularly unfair.

If your place is filthy when you move in, you should not complain until you move in; then complain, take photos, do the cleaning, if the landlord won’t, and negotiate for compensation for your work. See a tenant lawyer or tenants union for help, if you need it.

REPAIR

If your place needs repair, you are almost always entitled to **both** the repairs **and** the money to compensate you for the inconvenience and other damages caused by the period of disrepair, unless your inconvenience was trivial. If it was severe, you may be entitled to large recoveries.

CERTIFICATE OF COMPLIANCE

The landlord must have and show you one on request. But it is not conclusive proof that the place is in good repair. Your own observation is usually more accurate proof and is acceptable in court.

VIII WITHHOLDING RENT

If your landlord will not make needed repairs when requested to do so, by far the most effective way to get the landlord to repair is to WITHHOLD THE RENT UNTIL THE REPAIR IS MADE. Then, negotiate compensation of the part of the rent “excused” for the inconvenience you suffered due to the lack of repair. (EXAMPLE: The refrigerator was broken for a month and you had to eat out. Negotiate for the extra price you paid for meals.) If you find that other tenants in your dwelling and/or building are experiencing similar hardships due to the landlord’s lack of repair, tenant lawyers recommend that you negotiate as a group in order to maximize your bargaining strength.

Rent withholding is quite legal, covered by both statute and appellate case law. If you have been unsuccessful in negotiating an acceptable settlement, your landlord will most likely take you to court in order to recover what he/she claims is the rent not “excused” due to the lack of repair. With this in mind, it is recommended that, in addition to following the procedures outlined in Section VIII(b) of the white section of this booklet, you consult with your lawyer or tenant advocate. (NOTE: In some cases, this person’s assistance in contacting your landlord and/or city inspectors may resolve your problem without further court proceedings.)

The court may “excuse” part of the rent that you have withheld, on rare occasions may “excuse” all of the rent, and may even order the landlord to pay you money

in excess of the rent (for example, if lack of heat caused you to get sick and be hospitalized or if there were defects so serious, multiple or prolonged that your damages were severe).

Since the court may order that you pay some or all of the rents you have withheld, it is recommended, although not required, that you set up a separate rent fund (i.e., “escrow account”) so that the money will be available when and if payment is required. (Your own bank or credit union will usually be the best place to start an escrow account. No special procedures are required; just set up a separate savings or checking account and begin depositing your rent money there each month.) During the course of the court proceedings, the judge may require that you deposit some of your withheld rent in a COURT escrow account until your case is tried or settled. It is not required that you deposit your rents in the CITY escrow account. In fact, tenant lawyers advise never to use the CITY escrow account, since the landlord can sometimes get the money out after the repair is made without compensating you for your inconvenience or other damages.

IX SUING YOUR LANDLORD FOR REPAIRS

You can sue in small claims court yourself for damages up to \$7,000 (beginning January 1, 2024) or in District Court or Circuit Court for damages up to \$25,000 or over \$25,000, respectively. Circuit Court can grant an injunction against your landlord or put the building in receivership if the landlord won’t repair. Judges usually award less money to tenants than juries do, so ask for a jury trial and pay the jury fee on the first court date. The jury fee in District Court is \$50.

X THE TENANT’S RIGHT TO PRIVACY

The law in this area is cloudy. Your right to privacy depends not only on your lease, but how it was negotiated, whether it is unconscionable, the landlord’s motive for entry and numerous other factors. Tenant lawyer authors have been virtually 100 percent successful in preventing landlord retaliation for tenants’ insistence on reasonable privacy.

Unless your landlord is your close friend and you feel fine about his/her entry without permission, tenant lawyers usually urge tenants to:

1. Insist on appointments at your mutual convenience for entry by landlord, repair persons, city inspectors.
2. Be reasonable in allowing reasonable entry by appointment for reasonable purposes.
3. Peaceably but firmly resist invasions of your privacy. Tell the landlord, “This is my home. It is only your investment. You can’t come in now,

but how about coming next Tuesday?” Then negotiate a reasonable time. Show them this book.

4. If there is a catastrophe (such as fire or flood), do again what seems reasonable. This may often call for open and free entry to your place by the landlord or even strangers. If you are unreasonable at such times, you may incur **very heavy** liability for damages to your landlord or other community members which you may have caused.
5. See a tenant union or attorney if your landlord, repair person or city inspector enters without permission. You may be able to recover damages.

XI EVICTION PROCEDURE

No matter what excuse your landlord uses to try to evict you, you may have one or many defenses or countersuits. Here are just a few defenses:

1. You are lawfully withholding rent.
2. Your landlord is illegally attempting to evict in retaliation for your complaining to authorities to enforce a right (such as right to repairs) or because you are lawfully attempting to secure rights under the lease or laws of the state or of the United States (as through the political process).
3. You haven't breached the lease, or your breach is not material, is waived by the landlord's conduct, or doesn't give rise to eviction.
4. Your lease is over but your landlord refuses to renew in retaliation for your lawful acts.

It is illegal for a landlord to try to evict you or shut off utilities to get you to move without a court order. It is also unlawful for your landlord to try to evict you for attempting to obtain repairs or for doing any other lawful acts.

To lawfully evict you, a landlord must usually give you an “eviction notice” and then “start suit,” i.e., give you a “summons” to go to court. You can go to court and, if you don't have a lawyer, you can usually get a week's extension while you get legal aid or a private lawyer. The lawyer can file a “countersuit” and ask for a jury trial. Most cases defended by lawyers are settled. Rent reductions, repairs, extensions of time for payment are commonplace. Every case is different, so you should not let the landlord scare you, but see your lawyer for your best procedure.

You should enforce your rights to repair against landlords. Seek legal help to prevent retaliatory attempts at eviction.

XII LEASE ASSIGNMENT AND SUBLETTING

If your landlord won't let you sublet or charges you a fee, see your tenant union or lawyer immediately. They can almost always help you. Unreasonable restrictions on subletting are likely to be an “unreasonable restraint on alienation of property,” frowned upon by the courts.

XIII YOUR SECURITY DEPOSIT

Follow the steps outlined in the white section to get your security deposit returned to you.

Some important points to remember are:

1. You can only lawfully be charged for damage resulting from conduct “not reasonably to be expected in the course of a tenancy.”
2. You should be charged the market value of any damaged items at the time of the damage, not the cost of a new item. For example, if you unreasonably break a chair worth \$5 when you broke it, you should be charged \$5, not the cost of a new \$30 chair.
3. If you paid a cleaning fee, you should not be charged twice for the same cleaning by having additional money taken from the security deposit.
4. You can use small claims court, a quick and simple procedure requiring no attorney, to sue to recover improperly withheld security deposit money.
5. You may be able to sue for twice the amount improperly withheld if you have disputed the amount improperly withheld in accordance with the procedures outlined in the white section and your landlord has failed to sue you to retain the disputed amount. See a tenant advisor about this.
6. If you do not follow all the procedures outlined in the white section, you may still have a right to the return of improperly withheld amounts. See a tenant advisor.

XIV LIABILITY FOR DAMAGES

In the event you think you have a claim against your landlord for damages caused by his/her negligence, you can sue with or without legal help. Small claims court for cases under \$7,000 is easy to use without a lawyer. It is located at the 15th District Court, 301 East Huron Street.

In addition to code violations, some examples of successful tenant suits against landlords include:

1. Falling on ice the landlord negligently failed to clear.
2. Being robbed or raped or burglarized when landlord security is unreasonably poor.

This section is written by tenant advocates.

3. A tire is ruined by a pothole left in a driveway.
4. You fall through rotted stairs and break your ankle.

In larger cases, you should seek legal counsel. Often a lawyer will represent you without payment, except part of the verdict or settlement if you win.

If your landlord sues you or threatens to sue for damages, you should seek legal help.

Landlords reading this section should take care to maximize building security, ice clearing and other maintenance that could cause damage or injury.

XV YOUR RIGHT TO A FAIR RENT

You have no right to fair rent in Ann Arbor.

However, you have the right to attempt to secure new rights.

You also have a few very limited rights now as to rent level.

1. The Michigan Consumer Protection Act says that rent cannot be grossly out of proportion to rents charged by other landlords. This doesn't help you if they all charge too much, but it can help if your landlord is worse than most.
2. Your rent cannot be raised in retaliation for your withholding rent or other lawful acts arising out of the tenancy. If your landlord attempts to raise the rent in retaliation for your lawful acts, see a tenant lawyer or advocate for advice.

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PLEASE READ THE WHITE PAGES OF THIS BOOKLET PRIOR TO READING THIS SECTION.

I INTRODUCTION

It is the opinion of the landlord advocate authors that most problems may be resolved between lessors and tenants without the use of courts or attorneys. Only when there is a problem that is not resolved satisfactorily between lessor and tenant should either party resort to legal action.

In this section of the book, the advocate authors are allowed to present their opinions regarding different interpretations in the various sections. This section will represent the opinions of the attorneys representing the landlords in the preparation of this book.

II YOUR RELATIONS WITH YOUR LESSOR

Both lessors and tenants stand to gain from a good relationship where there is mutual respect and neither party tries to take advantage of the other. Most lessors are honest and competent and try to treat tenants fairly. As in most cases, the bad reputation is generated by the few. Do not assume your lessor is out to cheat you; give them a chance to solve the problems. Most problems are more easily and quickly solved before they end up in court. If you are unable to reach a settlement with the lessor, then all of your legal rights and remedies are still available.

III DISCRIMINATION

See the white section.

IV THE LEASE OR RENTAL AGREEMENT

See the white section.

V UNENFORCEABLE LEASE CLAUSES

As indicated in the white section of this booklet, "some clauses contained in some leases are not enforceable." While some clauses may be unenforceable, most lease clauses are enforceable.

The question of the enforceability of lease clauses is a very serious and technical matter requiring considerable legal expertise. For this reason, it is very important that any decision to ignore certain provisions of a lease as being unenforceable be

based upon a legal opinion to that effect.

VI IF YOU PAY A DEPOSIT AND DECIDE NOT TO MOVE IN

As mentioned in the white section and in other parts of these comments, a lease is a contract. In addition, some applications and other documents signed in anticipation of entering into a lease are also contracts enforceable under the laws of the State of Michigan. Most documents, such as applications, deposit agreements and lease agreements, set forth what will happen to a deposit that is made on a rental unit in the event you decide not to move into the unit. Please carefully read the documents that you execute prior to signing.

VII THE CONDITION AND UPKEEP OF YOUR DWELLING

A. YOUR RIGHT TO A CLEAN APARTMENT ON ARRIVAL

You do have the right to a clean apartment when you move in just as you have a responsibility to leave a clean apartment when you leave. Problems sometimes arise when a tenant fails to leave a clean apartment and even fails to vacate when obligated to do so by lease. If you wish to occupy the premises before it is clean, you may waive your rights to a clean apartment. It is recommended that any agreement regarding cleaning be put in writing prior to taking occupancy so there will be no misunderstanding.

B. YOUR RIGHT TO HAVE THE LESSOR REPAIR

Your lessor is limited as to his right to enter your apartment. Therefore, you must notify your lessor of needed repairs. Give your lessor reasonable time to make the needed repairs. What constitutes a reasonable time depends on the type of repair. If you are unable to obtain the needed repairs from the lessor, consult the white section as to your rights and remedies.

C. THE CERTIFICATE OF COMPLIANCE

Your lessor's certificate is valid until it is actively revoked by the City of Ann Arbor. The fact that there are code violations does not automatically revoke the certificate. The City of Ann Arbor may revoke the certificate if the lessor does not make the needed repairs within a time considered reasonable by the City.

VIII WITHHOLDING RENT

As set forth in the text of the booklet, you do, under Michigan law, have the right to withhold rent. This is an extremely strong tool and should be used by you only as a "last resort." The withholding of rent nearly always **requires** that your lessor start a lawsuit in District Court. This generally involves the payment of fees to

an attorney, which often reduces the amount of money available for “settlement” between the parties. Please make every attempt short of withholding your rent to remedy your problem with your lessor.

IX SUING THE LESSOR TO OBTAIN REPAIRS

Proper repairs can be made much quicker and with less inconvenience when the tenant notifies the lessor and the details are worked out between the two of them. The courts should be used after direct discussions have failed and the proper repairs have not been made.

X RIGHT TO ENTER

The lessor’s right to enter your dwelling is a matter of contract rights. You should consult your lease to determine what rights your lessor has. If your lease is silent as to your lessor’s rights to enter, then your lessor may only enter with your permission or in the event of emergency to protect property or life.

It is strongly recommended that the lessor respect the tenant’s right to privacy and that the tenant cooperate so the lessor can make needed repairs and show the apartment to prospective tenants.

XI EVICTION PROCEDURE

The eviction procedure is established by state law and is set forth in detail in the white pages. It is quite formal and established procedures must be followed. You will generally receive a notice from your lessor if there is a problem. The notice will be entitled “Notice to Terminate” or “Notice to Quit.” The Notice to Quit requires that you pay rent or take some other action, which action will be specified on the notice within seven days of receipt by you or the lessor will have the right to start a lawsuit against you. The Notice to Terminate, often referred to as a “30-Day Notice,” informs you that your lessor feels that you have been violating the terms and conditions of the lease and that you must cease such violation. The Notice to Terminate may also be used to terminate a month-to-month lease regardless of whether there are violations of lease terms. In the event you fail to remedy any of the items set forth in the notice or fail to vacate the dwelling, your lessor has the right to bring a lawsuit against you.

You would next be served with a summons and complaint personally or they will be affixed to your dwelling unit by an officer of the court. The documents tell you when and where you must appear and what claim is being placed against you by your lessor. It is in your best interest to appear at the court hearing to attempt to

resolve the problem. You will be advised in the court hearing that you have the right to an attorney. At this stage of your relationship, it is advisable to be assisted with your legal rights. Several agencies capable of assisting you with your legal rights are listed elsewhere in this booklet.

Should the court find against you and you fail to make payment or remedy the problem within the court-allocated time, your lessor will have the right to evict you. This eviction procedure is currently accomplished with the assistance of a Washtenaw County Sheriff’s deputy who assists in maintaining the peace.

XII COMMON SENSE OBLIGATIONS AND DUTIES OF THE TENANT

- A. In no way is the list of legal duties a complete list of all duties. It is an attempt to list a few of the most obvious and important. Your lease most likely will create numerous other duties which are your legal obligation.
- B. The common sense items may also be legal duties and failure to comply with some of these items may also create a liability on you.
- C. Third parties may also have a claim against a tenant who fails to vacate properly or who damages their rights or property by a failure to properly perform either the legal duties or the common sense items.

XIII LEASE ASSIGNMENT AND SUBLETTING

See the white section.

XIV YOUR SECURITY DEPOSIT

The date of termination of your occupancy is the last day of your lease unless you have agreed with the lessor in writing to some other date. (Subletting does not automatically terminate your lease.)

The lessor is entitled to deduct from your security deposit the amount of your unpaid rent for the period of your actual or constructive possession without filing a lawsuit.

XV LIABILITY FOR DAMAGES

In order for the lessor to be held liable for damages to the tenant or the tenant’s belongings, it must be established that the lessor was negligent or breached the

This section is written by landlord advocates.

lease. The opposite is also true; negligence or breach of lease must be found before the tenant can be held responsible for damages to the lessor or the lessor's property.

XVI CODES

The code requirements as previously listed may be changed by the Housing Board of Appeals for due cause and a variance granted to alter the code requirement for a specific location. The Housing Bureau of the Building Department in the Ann Arbor City Hall has records of variances which have been granted.

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THE THREE SECTIONS OF THIS BOOKLET ON THE RIGHTS AND DUTIES OF TENANTS ARE THE OPINIONS OF THEIR AUTHORS. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS AND DUTIES AS A TENANT, CONSULT YOUR LAWYER, FREE LEGAL AID SOCIETY, OR TENANTS UNION LAWYER.