

TENANT(s) further understand and agree that if it is proven that a licensee or invitee has vandalized the screens and/or window's; it is the TENANT(s) responsibility to pay for the repair/replacement of these items.

24. **RIGHT TO PRIVACY**

TENANT(s) agrees to let the LANDLORD enter unit within twenty-four (24) hours of a request to repair, inspect, or show the unit. Failure by the TENANT(s) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. Refusal by TENANT(s) to let LANDLORD enter unit subject to the above notice requirements will be considered reasonable grounds for eviction.

25. **TENANT LIABILITY IN FREEZING TEMPERATURES**

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

26. **END OF TENANCY**

At the end of tenancy as defined by the Lease, TENANT(s) agree to let LANDLORD enter unit and start the turnover process, even though keys and other paperwork might have not yet been returned to LANDLORD.

27. **ABANDONMENT OF PERSONAL PROPERTY**

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

28. **SUB-LETTING/ASSIGNMENT**

TENANT(s) will not sub-let or assigns the premises without the written consent of the LANDLORD.

29. **PETS OR ANIMALS**

Pets or animals of any kind will not be permitted on premises without the written consent of the LANDLORD. Any violation of this clause will be considered a breach of the Lease and immediately give the LANDLORD the right to declare the TENANT in default. If a pet is found on the premises (even if it is just there temporarily) without written consent of the LANDLORD, TENANT(s) will be charged a \$250.00 damage fee and the pet shall be removed from the premises immediately. This policy is strictly enforced. It is not acceptable to have a pet stay temporarily or visit the premises. Such actions will consider the TENANT(s) in default of the Lease.

30. **PESTS/RODENTS/FLEAS**

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

31. **KEYS & LOCKS**

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

32. **LOCKOUT POLICY**

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

Weekdays between 9:00 AM and 4:30 PM.....	\$ 35.00
Weekdays between 4:30 PM and 9:00 PM	\$ 75.00
Weekdays between 9:00 PM and 9:00 AM.....	\$ 125.00
Weekend/Holidays (Starts at 5:00 PM Friday and Ends 9:00 AM Monday)	\$ 125.00
New Key	\$ 7.50/key
New Lock.....	\$ 75.00/Lock

33. **NOISE/INTOXICANTS/PARTIES/ORDINANCES**

Violation of local housing ordinances by TENANT(s) and disturbances to neighbors will not be tolerated. TENANT(s) are responsible for the conduct of their guests. If local enforcement authorities are needed to enforce ordinances or control noise, TENANT(s) may be subject to eviction.

34. **SALE OF PREMISES**

Upon termination of a LANDLORD'S interest in a rental unit whether by sale, assignment, death, appointment of receiver or otherwise, the LANDLORD or his agent is liable with respect to the security deposit, until the occurrence of one of the following: (a) Transfer of the deposit to the LANDLORD's successor in interest and written notification to the TENANT by ordinary mail or email of the transfer and of the successor's name and address. (b) Successor deposit funds in a regulated financial institution. (c) Return of the security deposit to TENANT(s). TENANT(s) understand this property might be sold. LANDLORD and OWNER reserve the right to unilaterally terminate this Lease with a 30 day notice to the TENANT(s) if OWNER(s) receive a Buy/Sell Agreement for the subject property that is accepted by the OWNER(s) which is subject to the unit being vacant.

35. **LEASE ALTERATIONS**

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

36. **LIABILITY OF LANDLORD**

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

37. **TENANT(S) INSURANCE**

TENANT(s) are hereby notified that LANDLORD'S insurance does not insure against loss of personal property on the premises due to fire,

theft, vandalism or other causes. TENANT(s) are responsible for personal liability insurance as well as insurance on TENANT(s) own property for fire, casualty loss, theft and all other losses.

38. **FAIR HOUSING-WE ARE AN EQUAL HOUSING PROVIDER**
In accordance with the law, this property is offered without respect to race, color, religion, sex, handicap familial status, or national origin.
39. **AIR CONDITIONING**
If TENANT(s) wish to use his/her personal window air conditioner, TENANT(s) will notify LANDLORD when an air conditioner is to be installed and only the LANDLORD or persons employed by LANDLORD has permission to install the unit at cost to the TENANT(s). LANDLORD will assess a \$35.00/month charge for each window A/C Unit installed on properties where LANDLORD pays electric bill. If a window A/C unit is found installed by LANDLORD without prior written permission, LANDLORD will assume the unit was installed at the beginning of tenancy and charge the TENANT(s) accordingly.
40. **WATER FURNITURE**
TENANT(s) shall not use or allow to be used on the premises any type of water furniture. The definition of water furniture includes, but is not limited to waterbeds and fish tanks. TENANT(s) will be charged for any indentations left in the carpet due to the weight of the water furniture. This charge might include the complete replacement of the carpet, if the indentation cannot be completely removed through other means the LANDLORD deems applicable.
41. **ILLEGAL ACTIVITIES**
TENANT(s) shall not engage in any illegal activities on the premises. If it is determined that illegal activities are occurring on the premises, the LANDLORD may immediately declare the Lease null and void. The Lease will be immediately terminated if a TENANT, a member of the TENANT(s) household, or other person under the TENANT(s) control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises.
42. **GARBAGE**
Each TENANT(s) shall deposit all garbage in the proper outside container each day. It is the TENANT(s) responsibility to bring the container to the proper pick-up area no earlier than 8:00pm the night before scheduled pick-up day and to remove the container by 5:00pm on the scheduled pick-up day. Any fines imposed by the city for failure to remove the container from the curb strip at the appropriate times will be charged to the TENANT(s) with an additional \$25.00 processing fee payable to the LANDLORD. The City has been historically charging at least \$65.00 for containers left on curb-strip or not returned to their proper place after their scheduled pick-up times. Garbage should be placed into specified containers only. Do not overfill the dumpsters as the Garbage Company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City can elect to remove these items and the TENANT(s) will be billed for the removal of these items.
43. **CITY OF KALAMAZOO FINES AND CHARGES**
Per the City of Kalamazoo Zoning Ordinance; the City can impose fines against properties for numerous violations. The following is a non all-inclusive list that identifies some of the fines that TENANT(s) will be held liable to through their LANDLORD. The LANDLORD is forced to pay these fines on behalf of the TENANT(s) through a lien process. The LANDLORD has no control over what the City decides to charge, but is forced to pay it. Some of the more frequent violations are as follows: Trash not placed in a container, Trash container not in the appropriate place or left by the curb-strip, recycle container left at the curb-strip, interior furniture outside, noise violations, trash in lawn, failure to keep sidewalks clear in the winter, parking in non-designated areas, and trash in the yard. TENANT(s) acknowledge and fully understand that the City of Kalamazoo and LANDLORD does not give any prior notice before assessing fines and fees. TENANT(s) can request a copy of the City of Kalamazoo Zoning Ordinance at any time by going down to City Hall. Directions can be obtained from LANDLORD.
44. **UTILITY BILLS**
TENANT(s) understand that they need to transfer Gas, Electric, Water and Trash Bills into their name effective as of the start date of their Lease. Failure to do this will result in LANDLORD receiving this utility bill. The bill will then be charged to TENANT(s) at the invoiced amount and a processing fee of \$25.00 will be assessed. LANDLORD will forward a copy of the paid bill to TENANT(s) for reimbursement. At move-out, TENANT(s) are responsible for submitting a receipt showing that the final water bill has been paid. Failure to provide this receipt within 4 days of vacating the unit will result in actual charges being assessed against TENANT(S) security deposit.
45. **TENANT BILLS PAID BY LANDLORD**
TENANT(s) are required to immediately place all utility bills as required by this Lease in their individual names prior to move-in. A \$25.00 Fee will be added to each bill that LANDLORD receives that was supposed to be paid by the TENANT(s). These bills include, but are not limited to: Gas/Electric/Water/Trash Bills and City Fines. These fines are due and payable immediately and will be added to TENANT(s) accounts.
46. **FIRE EXTINGUISHERS, SMOKE DETECTORS & LIGHT BULBS**
Fire Extinguishers, Smoke Detectors and Light Bulbs are in proper working order at the time of your move-in. TENANT(s) are responsible for replenishing batteries as they go dead and shall not at any time disable these safety devices. TENANT(s) should test these devices weekly to ensure they are functioning. After move-in, there is a 7-day grace period to report in writing that a Fire Extinguisher, Smoke Detector or Light Bulb is malfunctioning. If the device is malfunctioning in any way contact the LANDLORD immediately. Upon receipt the LANDLORD will promptly repair these items. After the 7-day grace period the TENANT is held responsible for these devices. If the LANDLORD identifies one of these devices is missing or disabled after the 7-day grace period, the LANDLORD will immediately fix the device and bill the TENANT(s). TENANT(s) agree to the following fees if LANDLORD replace these items:
- a) \$5.00/ea Smoke Detector Battery;
 - b) \$20.00/ea Smoke Detector Unit;
 - c) \$25.00/ea Fire Extinguisher;
 - d) \$5.00/ea Light Bulb.
47. **LAWN CARE**
LANDLORD will provide lawn-care at frequencies it deems as adequate. Leaf raking, gardening, and trimming will be performed at the LANDLORD'S sole discretion. TENANT(s) are responsible to pick up and dispose of any trash or debris that has been placed or blown on the property. In units where dogs are permitted, TENANT(s) shall promptly pick up all dog waste 1 day prior to schedule lawn maintenance.
48. **BLOCKED/PLUGGED TOILETS**
99% of the time blocked/plugged toilets are a result of feminine products, Q-tips and other assorted items being flushed down that are

not supposed to be. TENANT(s) should first try to plunge the toilet themselves before calling for a repair. If you are unable to fix the problem, the LANDLORD will send a maintenance person out to investigate. If it is discovered that the problem was due to something the TENANT(s) placed in the toilet, then the TENANT(s) will be billed accordingly. Charges are between \$35-\$150 dollars depending on the problem.

49. **FIREPLACE**

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

50. **COLLECTION OF OUTSTANDING ACCOUNTS**

TENANT(s) agree that if there are amounts due to LANDLORD after tenancy has ended and security deposits have been settled, then these monies will be paid promptly by the TENANT(s). If not paid promptly, the balance will be placed for collection and charged 20% interest rate until such time as a final statute driven interest rate based on a money judgment is awarded to the LANDLORD. TENANT(s) authorize any and all delinquent account balances as determined by LANDLORD to be reported to the three credit reporting agencies.

51. **PARTY POLICY**

Noise violations, providing to or consumption of alcohol by underage persons, may be grounds for an eviction as determined by the LANDLORD. At no time shall the number of individuals in the house be greater than three times the number of bedrooms. Failure to comply with this provision shall give LANDLORD right to terminate the Lease at its sole discretion

52. **RENTERS INSURANCE**

The LANDLORD requires TENANT(s) to have a RENTERS INSURANCE POLICY in place. This policy will protect you from vandalism, theft, fire, loss of use, and other items. Please refer to the policy for exactly what it covers.

53. **TELEPHONE/CABLE LINES & JACKS (LINEBACKER SERVICE)**

TENANT(s) are required to obtain linebacker service through their local phone provider. LANDLORD shall not be responsible for providing working phone/cable jacks in any room requested by TENANT(s). LANDLORD will provide at least one working phone jack and cable jack in the rental unit in an area to be solely determined by the LANDLORD. Additional phone and cable jacks or service to existing phone jacks will be at the TENANT(s) expense.

54. **JURISDICTION FOR LITIGATION/ARBITRATION/MEDIATION**

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

55. **CONTINGENCIES, TERMINATION AND NON-OCCUPANCY**

TENANT(s) are required to meet certain contingencies prior to taking possession of the rental unit. These contingencies include, but are not limited to: signing of all leasehold documents, receipt of all required, signed and notarized guarantee agreements and receipt of full security deposits and administration fees. TENANT(s) will not be allowed to take occupancy of the rental unit until these requirements are met. TENANT(s) are responsible for the payment of rent beginning with the inception date listed on the Lease regardless of whether they take occupancy. Inability to meet a contingency is not sufficient reason to terminate this agreement. Should TENANT decide not to take occupancy for whatever reason, TENANT(s) are to give written notice to LANDLORD as soon as possible of their intention to not take occupancy. LANDLORD will then attempt to re-lease the unit at that point. TENANT(s) responsibility to pay rent will terminate once the unit is successfully re-leased, or the TENANT(s) Lease expires, whichever occurs first. Should LANDLORD refuse occupancy due to contingencies not being met, the LANDLORD will again attempt to re-lease the unit to a new party. Should the TENANT(s) subsequently meet the required contingencies prior to the unit being re-leased, occupancy will be granted. In any case LANDLORD will notify TENANT(s) once the unit is re-leased and that the obligation to pay rent has ceased. The following list enumerates a portion of the required documentation:

	REQUIRED
a. Renal Lease	X
b. Rental Application	X
c. Guarantee Agreement	
d. Inventory & Condition Form	X
e. Pet Rider	
f. Discount Paperwork Provision	X
g. Acknowledgment	X
h. Other:	
i. Other:	

56. **COMMUNICATION**

Tenant(s) agree that email communication is deemed adequate notice and is comparable to mailed notice.

57. **LEAD-BASED PAINT**

TENANT(s) acknowledge that I have received the pamphlet "Protect Your Family from Lead in Your Home".

58. **DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Every leasee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The OWNER/LANDLORD of any interest in residential real property is required to provide the leasee with any information on lead-based paint hazards from risk assessments or inspections in the OWNER/LANDLORD possession and notify the leasee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to lease.

DISCLOSURE STATEMENTS

OWNER/LANDLORD:

- Have no knowledge of lead-based paint and/or lead-based paint hazards in the housing;

