

KENDALL RIDGE HOLDINGS, LLC.
RESIDENTIAL RENTAL LEASE

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 INTREPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMEENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OF OTHER QUALIFIED PERSON.

1. THE LANDLORD/AGENT

NAME: Kendall Ridge Holdings, LLC. TELEPHONE: 269-353-8251
STREET ADDRESS: 5955 W. Main St. (Walnut Woods) CITY: Kalamazoo STATE: MI ZIP: 49009

2. ADDRESS OF RENTAL UNIT _____ CITY: _____ ZIP: _____

3. TERM OF LEASE Fixed Term beginning _____ Ending _____ 12:00 (noon)
(month, day, year) (month, day, year)

4. TOTAL RENT FOR FIXED TERM LEASE \$ _____

5. RENTAL PAYMENTS \$ _____ Per month, due 1st of the month
(Non payment of rent or habitual late payment of rent shall be sufficient reason for eviction)

6. PAYMENT LOCATION Kendall Ridge Holdings, LLC.
P.O. Box 20486
Kalamazoo, MI 49019
(269) 317-3845

7. TENANTS Occupancy shall be restricted to those tenants named in the lease.

1. _____ TENANT DEPOSIT _____ CK# _____	4. _____ TEANT DEPOSIT _____ CK# _____
2. _____ TENANT DEPOSIT _____ CK# _____	5. _____ TENANT DEPOSIT _____ CK# _____
3. _____ TENANT DEPOSIT _____ CK# _____	6. _____ TENANT DEPOSIT _____ CK# _____

8. JOINT AND SEVERAL AGREEMENT

All tenants who sign this lease are jointly and severally responsible for the payment of rent to the landlord and for damages caused to the rental unit (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms and conditions of the contract by one or more of the tenant(s) shall be considered a failure of all tenant(s) to meet the terms and conditions of the contract, and shall make all equally responsible.

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9. **SECURITY DEPOSIT-** MICHIGAN PUBLIC ACT 348 Total Deposit \$ _____
The Security Deposit will be deposited at _____
(Financial Institution)

10. **FORWARDING ADDRESS-** MICHIGAN PUBLIC ACT 348
YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AND ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

11. **SERVICES**

	Provided by Landlord	Provided by Tenant
GAS	_____	_____
WATER & SEWER	_____	_____
ELECTRICITY	_____	_____
GARBAGE PICK UP	_____	_____
TRANSPORTING GARBAGE	_____	_____
LAUNDRY	_____	_____
SNOW REMOVAL/SALTING	_____	_____
LAWN CARE	_____	_____
LIGHT BULB REPLACEMENTS	_____	_____
SMOKE DETECTOR BATTERIES	_____	_____
TELEPHONE	_____	_____
HIGH SPEED INTERNET/CABLE	_____	_____

12. **PARKING** Spaces provided by landlord for each tenant as available
Spaces provided for Guests as available

13. **FURNISHINGS** See Inventory checklist for itemized list of furnishings.

13. **ADDITIONAL TENANCY CONDITIONS;** _____

VIOLATION OF A CLAUSE MAY BE REASON FOR EVICTION

14. **INVENTORY CHECKLIST-** MICHIGAN PUBLIC ACT 348
The landlord shall make use of an inventory inspection form at the beginning and ending of occupancy for each rental unit. The tenant shall note the condition of the unit and the furnishings and return a copy to the landlord within (7) days after receiving possession.

15. **NOTICE OF DAMAGES-** MICHIGAN PUBLIC ACT 348
In case of damages to the rental unit attributable to the tenant or other obligation against the deposit, the landlord shall mail to the tenant within 30 days after the termination of occupancy, an itemized list of damages and est. costs. The list shall be accompanied by a check for the difference between the cost of damages or other obligations and the amount of the security deposit. The tenant must respond to the landlord's claim within (7) days of receipt of the itemized list or

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forfeit the amount claim. If agreement is not reached as to the amount of the deposit withheld, the landlord may commence action in court within 45 days after termination of the occupancy. The landlord shall not be entitled to retain portion of the security deposit for damages claimed unless have first obtained a money judgment for the disputed amount.

16. CALIM FOR DAMAGES AGAINST LANDLORD

In case of claim against Landlord, in which legal representation is required, if tenant fails to obtain judgment against landlord; then all legal fees, court costs and administrative fees shall be paid by tenant.

17. NON-OCCUPANCY BY TENANT(S)

If the tenant(s) decides not to take occupancy all tenant(s) who have signed the lease must provide written notice to the landlord of intent not to occupy. Tenant(s) will remain obligated under the lease and are liable for all rent through the term of the lease or until the unit can be released. Landlord has a duty to mitigate damages and will make all customary and reasonable efforts to re-lease unit to another qualified party. Either party has the right to have a court determine the actual amount owed.

18. DELAYED OCCUPANCY NOT ATTRIBUTABLE TO TENANT(S)

If the landlord cannot deliver possession of the premises or if it is deemed unfit for human habitation, as defined in sec 17-2 of the City of Kalamazoo Housing code on the date the lease is to commence, and then the tenant(s) may reject the tenancy. Section 17-2 City of Kalamazoo Housing code defined a premises unfit for human habitation as “any dwelling unit which, because of its condition of the condition of the lot upon which the dwelling unit stands or any accessory structure thereof is dangerous to life, safety, or the general welfare of the occupants or of the public.” All money previously paid to the landlord shall be refunded. Tenant(s) reserve the right to show actual damages caused by landlord’s non-performance.

19. MAXIUM NUMBER OF TENANTS

Occupancy shall be restricted to those tenants who have signed the rental agreement. If other tenants are found inhabiting the unit, the landlord reserves the right to evict all tenants or increase the rental rate to accommodate the additional tenant(s).

20. NOISE/ INTOXICANTS/ PARTIES/ ORDIANCES

Tenant(s) shall not conduct itself or permit any activity to take place at the rental unit that violates any federal, state or local laws. This includes violation of local noise and housing ordinances. Tenant(s) are responsible for the actions of their guests. Any of the following may be grounds for eviction: (a) tenant is convicted of a violation of any noise or nuisance ordinance, (b) conduct of tenant(s) or guest(s) results in a judicial finding against the landlord, (c) as a results of the conduct of tenant(s) or guest(s), the property receives a “nuisance party” designation under local ordinances.

21. NON-RESIDENTIAL USE

Premises shall be used for residential purposes only. It shall not be used for business, illegal or non-residential activities. Violation will be a sufficient reason for an eviction.

22. ALTERING PREMISES

The tenant will not alter the premises or landlord supplied furnishing in any way without prior written consent of the landlord. Thus, tenant agrees not to repaint, drive nails in woodwork, or use adhesive items on wall.

23. COVENANT OF FITNESS- M.C.L.A 554.139

Landlords and tenant(s) both have maintenance responsibilities. Under Michigan Law, landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to promptly notify the landlord of maintenance problems that require attention, and leave the premises in good condition (normal wear-and-tear expected).

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24. REPAIRS AND MAINTENANCE – MINIMUM STANDARDS

The tenant agrees to give the landlord notice of needed repairs within 24 hours of discovering the needed repairs. The landlord will make all necessary interior and exterior repairs to the rental unit to keep it in habitable condition as prescribed by local and state ordinances. Serious heating, plumbing and electrical failures to be attended to within 24hrs or a written request and all other necessary maintenance to be performed within ten days.

25. PLUMBING

Tenant(s) shall be responsible for any expense caused by clogging the waste traps or garbage disposals with foreign matters such as coffee grounds, glassware, rags, foreign objects and feminine sanitary products.

26. FLOOR COVERINGS

The landlord shall provide carpeting/hard wood/tile/ or linoleum in certain areas with demised premises. Tenant(s) shall be responsible for regulatory maintenance of said floor coverings, such as vacuuming or mopping. At the start of a lease the tenant agrees to pay a non-refundable \$_____ per tenant charge for carpet cleaning. Furthermore, the landlord shall have the right to deduct from the security deposit any additional amount for damages to said carpet and townhouse which are attributable to causes other than “normal wear-and-tear.”

27. RIGHT TO PRIVACY

The tenant(s) agrees to let the landlord enter unit within 24 (twenty four) hours of a request to repair, inspect, or show the unit. Failure by the tenant(s) to agree to a prearranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions.

28. ABANDONMENT OF PERSONAL PROPERTY

Personal property left by the vacating residents and not claimed within 30 days of end of tenancy shall be considered abandoned and disposed of at the discretion of the landlord. Landlord will make diligent effort to contact resident before disposing of any property. Tenant agrees to reimburse landlord for reasonable storage charges for the days that the items were stored in landlord’s possession. Landlord retains the right to maintain possession of the abandoned personal property until storage charges are paid in full.

29. SUBLETTING/ASSIGNMENT

The tenant(s) will not sublet or assign without the written consent of the landlord.

30. PETS OR ANIMALS

No pets or animals of any kind will be permitted on the premises or inside the residential unit without the written consent (Pet Addendum to lease form) of the landlord. The presence of unauthorized pets will be subject to a discovery charge of \$50.00 and will be sufficient reason for eviction and recovery of cost for damages.

31. PESTS/RODENTS/FLEAS

Whenever infestations of insects, rodents or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the landlord.

32. KEYS

The landlord shall be responsible for providing one key per lock to each tenant. A charge of \$75.00 will be assessed for a re-keying or replacing locks if keys are not returned at the end of tenancy. Replacing lost keys are at the rate of \$10.00 each. A charge may be assessed for lock-outs done by non-site personnel.

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33. LATE FEES

Rent is due the 1st of each month. If rent is paid later than 12:00am (midnight) on the 5th of the month there will be a \$30.00 late fee. If rent is paid later than 12:00am (midnight) on the 17th there will be a \$40.00 late fee. Habitual late payments of rent shall be deemed sufficient reason for eviction.

34. NON-SUFFICIENT FUNDS (NSF) CHECKS

NSF checks will be held liable for a \$25.00 per occurrence charge. If NSF check occurs more than 2 times by the same tenant(s), landlord reserves the right to maintain that all future rent be paid with certified funds. Rent will be deemed paid when good funds are received.

35. SALE OF PREMISES- MICHIGAN PUBLIC ACT 348 SEC. 14

The landlord shall be liable for the security deposit to the new owner and written notification to the tenant by ordinary mail of the transfer and of the new owner's name and address.

36. LEASE ALTERATIONS

Any alterations to this agreement shall be in writing and signed by landlord and all tenant(s). Lease alterations must not violate local, state or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in renting).

37. PERSONAL PROPERTY LIABILITY INSURANCE

Tenant is responsible for maintaining his/her own personal property insurance. Tenant is strongly advised to purchase personal property insurance for protection against theft, fire loss or damage to their personal property. Landlord's liability is limited to that which is mandated by law.

38. NOTICE OF INJURIES

In event of any injuries to the tenant or his family, guests, invitee, employees, or agents or any property of the tenant or his family, guests, invitee, employees, or agents claimed to be through the negligence of the landlord, its agents, and / or employees, the tenant agrees to give the landlord written notice of the occurrence of said injury within 5 (five) days of the happening thereof. Said notice must be in writing and submitted via certified mail to the address noted above. Failure to notify in writing will warrant a dismissal of the claim and constitute a breach of the lease.

39. TERMINATION OF THE LEASE

If tenant(s) fails to meet the terms of this lease, landlord may elect to terminate the lease, reenter, and take possession of the premises, only in accordance with the statutes of the State of Michigan, and only after providing written notice to the tenant(s). Landlords shall reenter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by tenant(s) and shall not reenter by means of force, lockout, or termination of essential services. In the event of recovery of the premises by landlord, the landlord shall use his best efforts to re-rent the premises on reasonable terms. Tenant(s) agrees to pay landlord any difference between rent agreed upon in the lease and rent collected from re-rental of premises for remaining term of this lease.

40. CONFLICT RESOLUTION SERVICE

A conflict resolution service is provided by Off-Campus life at Western Michigan University for disputes, involving Western Michigan University students, which cannot be resolved between landlord and tenant(s).

41. TOWN HOMEQUALITY GUARANTEE

As it relates to all promotional items; "guarantee" shall be defined as: a 30 day period, beginning on the day of move in, which allows all tenants as covered in the joint and several lease clause; to be transferred to another unit should they find theirs in unsatisfactory condition. "Unsatisfactory condition" shall be defined herein as: any physical aspect of the unit, which can be repaired by maintenance, including, but is not limited to damaged floor coverings, unpainted walls, non functioning appliances, etc. Once these conditions have been reported to management, management shall have 30 days from the day of written complaint to repair all items noted. Should management fail to repair any item considered physical

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damage, all tenants, shall have the right to be moved to another unit of like quality, as managed by Kendall Ridge Holdings, LLC. Should management be unable to place them in another unit, management will relocate all tenants to another property of like quality.

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**I HAVE READ AND AGREE TO THE TERMS AND
CONDITONS ON ALL SIDES OF THIS RENTAL
AGREEMENT.**

1. _____
TENANT DATE

4. _____
TENANT DATE

2. _____
TENANT DATE

5. _____
TENANT DATE

3. _____
TENANT DATE

6. _____
TENANT DATE

LANDLORD SIGNATURE _____ DATE _____

AGENT (IF APPLICABLE) _____ DATE _____

ONLINE PAYMENT AUTHORIZATION

Affirming your signature below will authorize all signees to utilize our online credit card, debit card, and electronic check payment system, as managed thru rentpayment.com. This option will require all payees/tenants to include an additional \$10.00 per month maintenance and office processing fee to each of their monthly transactions. Should any resident fail to attach this monthly fee, this amount will be deducted from your security deposit.

1. _____

4. _____

2. _____

5. _____

3. _____

6. _____