

**WATERS CENTER
RESIDENTIAL LEASE**

Waters Building, LLC ("Landlord") hereby rents to the persons listed in this paragraph, jointly and severally, apartment no. ____ (the "Apartment") located at The Waters Center, 161 Ottawa N.W., Grand Rapids, Michigan 49503 (the "Building") to be used solely for the purpose of a personal residence by the following:

1. _____ SSN# _____
2. _____ SSN# _____

Occupancy is limited to those persons named above ("Tenant"). No one else may occupy the Apartment. Persons not listed above may not stay in the Apartment for more than fourteen (14) consecutive days without prior consent from Landlord and no more than 28 days during the Lease term. No subleasing is permitted without the consent of Landlord in its sole discretion.

1. **Lease Term:** The initial term of the Lease shall begin on June 13, 2017 and shall terminate at midnight on July 31, 2018 and Tenant shall pay all rent, charges and deposits as set forth below.

2. **Rent, Fees and Services:**

- Monthly Rent: \$
- Security Deposit: \$ (due at signing)
- Cleaning Fee: \$100.00 (due at signing, non-refundable)
- Gas: Paid By Landlord
- Water and Sewer: Paid By Landlord
- Trash: Paid by Landlord
- Electric: Paid by Tenant to Consumer's Energy
- Telephone: Paid by Tenant
- Internet: Paid by Tenant
- Cable: Paid by Tenant.
- Parking: 1 Space provided by Landlord (\$35 deposit, refundable)
- Promotion: Not Applicable

READ: Tenant is responsible for transferring the electric meter into Tenant's name promptly following Lease signing (Consumers Energy 800-477-5050). If Tenant does not place the electric service in Tenant's name by the date Tenant seeks to move in to the Apartment, then Tenant **will not** be given possession of the Apartment at that time. No move-ins and move-outs shall occur between **8:00 a.m.** and **6:00 p.m.** All move-ins and move-outs must be coordinated in writing with Landlord. In addition, you will need to set up renters insurance. If you don't have an agent that you would like to use we do have Goebel Insurance Group in the building who have handled policies for several apartments. You would need to speak with Alice Lindstrom 800-632-4591

3. **Payment of Rent and Charges:** The rent shall be payable in advance and without the requirement of any invoice or statement on or before the 1st day of each month along with all

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other charges, including but not limited to late fees, and past due balances. If Tenant is two (2) or more persons, Tenant shall pay rent to Landlord each month with only one check, and not multiple checks from multiple persons. Tenant will pay as additional rent: (a) a late charge of \$25.00 if rent is paid on or after the 5th day of the month, (b) a charge of \$25.00 for each check returned for non-payment, plus the initial late charge, (c) a fee of \$50.00, which may be assessed for any legal documents to be served on Tenant, and (d) a \$250.00 assessment for bringing an unauthorized pet on the property. Tenant's failure to pay rent or other charges due may be a basis for termination of this Lease at the option of Landlord. Tenant further agrees that Landlord has the exclusive right to determine how Tenant's payments are applied towards the various monetary obligations of the Lease.

4. **Lease Termination, Renewal, & Notice to Vacate:** Tenant agrees to move out by the Lease end date specified in paragraph 1 above. Tenant will not be permitted to remain in the Apartment beyond that date for any reason, without the express written permission of Landlord. If Tenant wishes to renew, Tenant must notify office at least 30 days before the current lease termination date. A \$150 fee will be applied to any renewal that is received less than 30 days of the current lease termination date. Prior to the termination date of the Lease, Tenant must give at least 30 days' notice of Tenant's intent to vacate stating a date that the Apartment will be empty and available for new residents. Prior to the termination date of the Lease, Tenant must provide a forwarding address and telephone number to Landlord where the Tenant can be contacted. YOU WILL STILL BE RESPONSIBLE FOR THE REMAINDER OF THE LEASE, AND THIS NOTICE MUST BE IN WRITING. If a lease renewal is not signed or a notice to vacate has not been supplied to the Landlord, Tenant will automatically be placed on a month to month status, with a rent increase of \$150.

5. **Personal Property Left by Tenant:** Tenant releases Landlord from all liability for damages or loss of personal property left by Tenant after vacating the Apartment. Landlord may, at Landlord's option, elect to treat any personal property left by Tenant in the Apartment following the expiration of the Lease term as abandoned property, and Landlord may dispose of the property as Landlord sees fit. If Landlord elects to store the personal property after Tenant has vacated, Tenant agrees to pay Landlord a reasonable storage fee prior to Tenant's recovery of the property.

6. **Apartment Condition:** Tenant agrees to keep the Apartment in a clean and sanitary condition and to comply with all applicable health laws with respect to the Apartment, and to save Landlord harmless from all fines, penalties, and costs for violations or non-compliance caused by the actions of Tenant. If any damage to the Apartment shall be caused by the acts or neglects of Tenant or Tenant's family members, guests, service person or any other person (other than Landlord) invited or permitted by Tenant to enter the Apartment, Tenant shall promptly notify Landlord, who shall make such repairs and charge the costs thereof to Tenant, and Tenant shall thereupon reimburse Landlord for the total cost of damages so caused within 10 days.

7. **Entry into Apartment:** Tenant permits Landlord, or agents designated by Landlord, or any representative or any holder of a mortgage on the Building or, when authorized by Landlord, employees of any contractor, or utility company, to enter the Apartment for the purpose of making reasonable inspections, repairs, extermination of insects or pests, and other like purposes, and showing the Leased Premises to prospective tenants. This entry shall be made by

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prior arrangement between Landlord and Tenant, or at reasonable times and with 24 hours' notice except in cases of emergency (which is defined as imminent threat of injury to person or damage to property).

8. **Use of Common Facilities:** Tenant shall be liable for damage to the structure or interiors of the common facilities due to Tenant's negligence or misuse of the facility, or due to lack of adult supervision of Tenant's dependents and guests. Tenant may lose this privilege due to violation/violations of the lease and/or rules.

9. **Use of Apartment:** Tenant agrees not to use the Apartment for any purposes deemed hazardous by insurance companies carrying insurance on the Building. Tenant shall not use or permit the Apartment to be used for any purpose other than a private residence. Tenant shall not use the Apartment for any purpose deemed hazardous nor commit waste to the Apartment, nor maintain or permit to be maintained a nuisance in the Apartment or to other tenants, nor use or permit the Apartment to be used in an unlawful manner. **Smoking is not permitted in the building or the common areas, including the rooftop, and any violations will be subject to lease termination.**

10. **Responsibility for Personal Property:** Tenant shall be responsible for fire, theft, or damage to Tenant's personal effects or property in the Apartment, laundry, or any other portion of the Building unless caused by Landlord's fault or neglect. Tenant acknowledges that Landlord has recommended that Tenant purchase renter's insurance to insure Tenant's personal property within the Apartment.

11. **Keys:** Tenant will be provided an access card for each person on the lease, and one guest card. Any additional access cards will cost \$10 (refundable upon return of undamaged, working access card). Tenant will be responsible for replacing lost or stolen keys and lost or stolen entry cards (replacement cost of \$25.00 each; \$75.00 for lock changes). Upon vacating Tenant shall surrender all keys and entry cards issued by Landlord and all duplicate keys. Failure to do so shall be sufficient cause for Landlord to replace locks and keys for the Apartment at Tenant's expense. After normal business hours there will be a \$50.00 fee if an unlock is needed.

12. **Maintenance and Repairs:** Tenant will, at Tenant's sole expense, keep and maintain the Apartment in good and sanitary condition and repair during the term of this Lease. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct or cover windows or doors;
- (b) Not leave windows or doors in an open position during any inclement weather; and
- (c) Keep all lavatories, sinks, toilets, and all water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.

13. **Appliance Installation:** Tenant may not make any modification to the appliances without the prior written approval of Landlord.

14. **Decorating Apartment:** Tenant agrees not to make alterations, additions, changes or improvements to the Apartment such as painting, decorating, lock changes, wall coverings, wiring, nor to place fixtures or signs in or about the Apartment without the prior written permission of Landlord. If Landlord grants permission, Tenant agrees, upon vacating the Apartment, to remove, at the option of Landlord, any such fixtures or signs and restore all damage to the Apartment. Tacks or nails may be put on the walls or decorative purposes only as long as they do not cause structural damages, and Tenant removes them before vacating the Apartment.

15. **Rules and Regulations:** Tenant shall comply with the rules and regulations, attached to this Lease as Exhibit A, governing the use of common facilities and shall forfeit the privilege of using the common facilities if Tenant fails to comply with reasonable rules and regulations promulgated by Landlord. Rules and regulations may be changed at any time by Landlord. Rules and regulations shall be in writing. Tenant agrees to obey the rules and regulations attached to this Lease and to obey any additional rules established after the effective date of this Lease, so long as: (a) the rules are reasonably related to safety, care and cleanliness of the Building and safety, comfort and convenience of the Tenants; and (b) Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

16. **Legal Actions:** Tenant is aware that in the event of a breach by Tenant of any of the covenants or provisions of this Lease, that Landlord may bring appropriate legal actions. **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 Tenant might have. Even if Landlord accepts rent or other sums due from Tenant after Tenant is given notice to vacate the Apartment or an eviction suit is filed against Tenant, such acceptance of rent does not waive or diminish Landlord's continuing right of eviction or any other contractual or statutory right unless Landlord specifically agrees to it in writing.**

17. **Apartment Inspection by Tenant:** By execution of this Lease, Tenant acknowledges that the Apartment is in satisfactory condition, and that Landlord will not be required to repaint, or otherwise perform any other work unless specifically noted on the Inventory Checklist and agreed upon by Landlord, or unless required by applicable state or local law. The Checklist shall include all items in the Apartment owned by Landlord including, but not limited to, carpeting, window coverings, appliances, windows, furnishings, walls, closets, shelves, paint, doors, plumbing fixtures, and electrical fixtures.

18. **Inventory Checklist:** Tenant shall review the Inventory Checklist, note the condition of the elements of the Apartment, and return one copy of the Checklist to Landlord within 7 days after receiving possession of the Apartment. The Inventory Checklist will be deemed returned when Landlord signs it. Tenant understands and agrees that failure to return the Checklist within 7 days will constitute Tenant's agreement that there is no prior damage to the Apartment. Landlord, at its sole discretion, may refuse a Checklist and consider it invalid if it is not returned within 7 days.

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19. **Surrender of Apartment:** Tenant agrees, at the end of the Lease term, to deliver up and surrender the Apartment to Landlord in as good condition as when received, reasonable wear and tear accepted. Tenant agrees to let Landlord enter the Apartment at the end of the Lease term to begin the turnover process even though keys and other paperwork might not have yet been returned to Landlord.

20. **Security Deposit:** Tenant shall make a security deposit in the amount shown on page 1, which amount shall not exceed one and one-half month's rent, to be used to reimburse Landlord for actual damage to the Apartment or ancillary facilities caused by Tenant and Tenant's family, guests and agents, that are the direct result of conduct not reasonably expected in the normal course of habitation, and to reimburse Landlord for all rent in arrearage under the Lease, rent due for premature termination of the Lease by the Tenant, and for utility bills not paid by the Tenant for which Tenant is responsible.

If the Apartment is rented by more than one person, Tenant agrees that each person will work out the details of dividing any refund among themselves. Landlord may pay the refund to any Tenant identified in the opening paragraph of this Lease.

In accordance with Michigan law, the name and address of Landlord and the name and address of the financial institution holding the security deposit are as follows:

Landlord:

Waters Building, LLC
161 Ottawa N.W.
Suite 104
Grand Rapids, MI 49503

Financial Institution Holding the Security Deposit:

West Michigan Community Bank
161 Ottawa N.W.
Suite 177-0
Grand Rapids, MI 49503.

21. **Notice of Damages:** If Landlord claims damages to an Apartment and gives notice within 30 days after termination of occupancy, Tenant shall respond by ordinary mail to the address provided by Landlord within 7 days, indicating in detail Tenant's agreement or disagreement with the damage charges listed.

22. NOTICE TO TENANT: 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

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SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

23. **Landlord Covenants:** Landlord agrees that:

(a) **APARTMENT FIT FOR USE.** The Apartment and all common areas are fit for the use intended by the parties to this Lease;

(b) **APARTMENT KEPT IN REASONABLE REPAIR.** The Apartment will be kept in reasonable repair during the term of the Lease, and Landlord will comply with applicable health and safety laws of the state and of the local unit of government where the Apartment is located, except when the disrepair or violation of the applicable health or safety laws has been caused by the Tenant's willful or irresponsible conduct or lack of conduct;

(c) **QUIET ENJOYMENT.** During the term of this Lease, Tenant shall have and enjoy the use of the Apartment, and will not be a nuisance to other tenants. Quiet hours are from 11:00pm to 8:00am.

(d) **LEASE PROVISION CHANGES.** Landlord may alter a provision of this Lease after Lease commencement without the written consent of Tenant for the following types of adjustments to be made upon written notice of not less than 30 days prior to the change:

(i) Change required by Federal, state, or local law or rule or regulation;

(ii) Changes in rules relating to the Building which are required to protect the physical health, safety, or peaceful enjoyment of Tenant and guests.

24. **Holdover Rent:** If Tenant holds over after the Lease end date without Landlord's express written permission, Tenant agrees to pay Landlord holdover rent in the amount of two times the prorated monthly installment for each day of occupancy beyond the Lease end date. Holdover rent shall be immediately due and payable in advance on a daily basis. The charging or payment of holdover rent does not authorize Tenant to remain in possession and does not constitute any extension of the term.

25. **Damage to Apartment:** If the Apartment is destroyed or rendered unlivable by fire, storm or earthquake, or other casualty not caused by the negligence of the Tenant, or if the Apartment is taken by eminent domain, this Lease shall end at such time except for the purpose of enforcing rights that may have then accrued under this Lease. The rent shall then be accounted for between Landlord and Tenant up to the time of such destruction or taking of the Apartment, Tenant paying up to such date and Landlord refunding the rent collected beyond such date. Should only a part of the Apartment be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, the rent shall abate in the proportion which the damaged part bears to the whole Apartment, and such part so damaged shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and this Lease shall continue according to its terms. A condemnation award shall belong exclusively to Landlord.

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26. **Subordination:** This Lease is and shall be subordinate to any mortgage now or hereafter executed and recorded in respect of the Building. The lien of any mortgage, or mortgages, upon recording shall be superior and prior to this Lease or any rights created by this Lease, irrespective of the date of recording. Tenant agrees to execute any instrument deemed necessary or desirable to further confirm the subordination of the Lease to any such mortgage or mortgages without charge, and refusal to execute such agreement shall entitle Landlord or Landlord's successors, assignors, assignees, or legal representatives to the option of canceling this Lease, and the term of this Lease is expressly limited accordingly.

28. **Condominium:** Tenant waives any statutory right Tenant may have to terminate this Lease in the event Landlord elects to establish the Building as a condominium project under the Michigan Condominium Act. Tenant agrees, upon Landlord's request, to sign such documentation as Landlord shall deem reasonably necessary or desirable in order to establish the Building as a condominium.

29. **Entire Agreement:** This Lease and any attachments make up the entire Lease between Tenant and Landlord. If any court declares a particular provision of this Lease to be invalid or illegal, all other terms of this agreement will remain in effect and both Landlord and Tenant will continue to be bound by them.

30. **Interruption of Service:** Interruption or failure of any utility service maintained in the Building, if due to causes beyond Landlord's control, shall not entitle Tenant to make any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

31. **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 OF THE LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

32. Michigan law requires the following notice:

A tenant who has occupied a rental unit for more than 13 months may terminate a lease by a 60-day written notice to the landlord if 1 of the following occurs:

(a) The tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility.

(b) The tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

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33. Michigan law requires the following notice:

A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking, may have special statutory rights to seek a release of rental obligation under MCL 554.601(b).

34. **Joint and Several Liability:** If this Lease is signed by more than one person as Tenant, then the liability of the persons so signing shall be joint and several.

35. **Required Disclosure:** Tenant acknowledges receipt of the lead-based paint disclosure and pamphlet "Protect Your Family from Lead in your Home", required by applicable law.

EXECUTED BY:
TENANT:

Signature

Printed Name

Signature

Printed Name

LANDLORD:
Waters Building, LLC

Signature of Agent

Printed Name

Waters Center Rules and Regulations

These rules are part of the Lease and should be reviewed by Tenant prior to signing the Lease.

1. Tenant will not build, use or operate any equipment or machinery in the Apartment, or anywhere else in or around the Building, which produces music, sound or noise that may be heard beyond the Apartment or which would affect other equipment or persons beyond the Apartment. Landlord shall have the right to fine Tenant \$100.00 after the third complaint within one week. Regardless of time frame any complaint beyond three complaints Tenant may be fined an additional \$100.00. Landlord must give written notice in a timely manner to Tenant of the specifics of such complaints. Should Tenant receive six or more complaints in writing by Landlord then Landlord may terminate Tenant's Lease. No bicycles, mopeds, or other vehicles are allowed into the lobby or elevator of the Building or into the Tenant's Apartment. Bicycles must be stored properly in Tenant's designated bicycle racks or in Tenant's rented storage space in the lower level of the Building. Landlord may charge Tenants and issue permits to store bicycles in a specific space within the bicycle storage rack.
2. All deliveries to the Building will be made to the entrance designated by Landlord. Tenant will pay for all damage to the Building or elevators caused by moving or carrying of articles to and from the Apartment. No move ins and move outs shall occur between 8:00 a.m. and 6:00 p.m. All move ins and move outs must be coordinated in writing with Landlord.
3. The Common Areas will not be blocked with trash or other items by Tenant. No boots, boot trays, mats, or carpet will be placed outside the Tenant's Apartment by Tenant without Landlord's prior written approval.
4. No sign, lettering, advertisement, or notice will be marked, painted or attached to the outside or inside of the Apartment or the Building by Tenant, except when approved in writing by Landlord. Painters approved by Landlord will do all painting at Tenant's expense. Landlord may disapprove any requested painting within Tenant's Apartment. Prior to the end of the Lease, Tenant shall, at Tenant's sole cost, repair any holes or damage to the walls from hanging pictures or any other damage caused by Tenant. If Tenant does not comply with the above, Landlord may charge the cost of repair against Tenant's security deposit.
5. The doors and partitions opening into the halls and other parts of the Building will not be blocked in any way by Tenant except following Landlord's prior written approval.
6. Toilets and other water fixtures will be used only for the intended purposes. Tenant will pay for any damage resulting from Tenant's misuse of the fixtures. No person will waste water by interfering or otherwise tampering with faucets or valves.
7. No animals except those specially trained and certified to assist the physically/mentally/emotionally impaired will be allowed in the apartments, offices, halls, corridors, elevators, or elsewhere in the Building. Any Tenant or guests of Tenant with an

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unauthorized animal in the Building will subject the Tenant to a \$250 fine and possible lease termination.

8. No safes or other heavy articles will be allowed in the Apartment without Landlord's prior written approval. Landlord will in all cases have the right to specify the proper position of any safe or other heavy article. Tenant will pay for any damage done to the Building by any safe or other heavy article or by overloading the floor in any way. Tenant will also pay for repairs required due to damage to the Building in any way by Tenant and or Tenant's guests. Tenant will place no additional locking device on any door outside or inside the Apartment without Landlord's prior written approval. Landlord will supply a key and access card(s) to Tenant. Tenant will be charged for lost keys and access cards. There will be a \$25.00 charge for each lost item. At the end of the term of this Lease, Tenant will give Landlord all keys and access cards to the Apartment, storage areas and the Building.
9. Tenant will not install any venetian blinds, window shades, curtains or drapes in the Apartment without Landlord's written approval.
10. Tenant will not carry on any business in the Apartment, or use flammable or volatile fluids for heating, warming, or lighting, or for any purposes, or violate any statutes or ordinances.
11. If a pest or rodent problem results from Tenant's actions, Tenant will pay to remediate the problem.
12. Tenant will not disturb or interfere with the electric lights in the Apartment and the Building. Only qualified persons authorized in writing by Landlord may do work on any equipment or appliances in the Apartment. Tenant is responsible for replacing all lights within the supplied fixtures.
13. Tenant will not smoke, nor will Tenant allow Tenant's guests, invitees, licensees or contractors to smoke in the Common Areas of the Building or in Tenant's Apartment. All smoking must be done at a minimum of fifteen (15) feet outside the Building
14. Due to Tenant inappropriate behavior or violating the Building Rules and Regulations, Landlord reserves the right to remove Tenant and Tenant's guests from the roof deck, including any bar at any time as determined in Landlord's sole discretion.
15. Landlord reserves the right to restrict access to the roof deck, including any bar at any time at Landlord's sole discretion.
16. Tenant must place garbage/recycling in areas designated by Landlord. Tenant is responsible for removing all trash from Tenant's Apartment. Tenant must remove refuse from Tenant's Apartment and place it in the designated area at a minimum of once a week
17. Use of space heaters is prohibited.
18. Christmas trees must be artificial. No live trees, no matter the size, are allowed.
19. Landlord reserves the right to make and publish any other reasonable rules and regulations, which, in Landlord's judgment, are necessary or desirable for the safe and prudent operation of the Premises and the Building.
20. Landlord reserves the right to refuse entry to the Building by any person(s) who may violate any of these rules or regulations.

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Waters Center Rules & Regulations

Monthly Parking Services

Services Provided By:

City of Grand Rapids Parking Services

Pearl Ionia Ramp Government Center Ramp DASH Lots

Ellis Parking Services

Midtown Ramp

1. Services may be established at any location listed above based on availability. You may set up directly with vendor, however, it is recommended to be facilitated through Waters Center Management Office.
2. Rates are subject to change at any given time by facility.
3. If services are facilitated by Waters Center, the charges will be added to monthly statement for payment.
4. Tenant must notify Management Office of changes in vehicle driven or license plate information.
5. Services are established for a GENERAL parking space.
6. Facilities may have RESERVED spaces available. Those spaces have a premium charge in addition to the regular monthly charge. You would be assigned a specific numbered space.
7. If your vehicle is reported as being parked illegally in a Reserved space:
 - a. First Offense - \$20 fine imposed
 - b. Second Offense - \$50 fine imposed
 - c. Third Offense - Parking privileges are revoked
8. If you refuse to pay the imposed fines for illegally parking, your service will be revoked.