

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.

1. PARTIES TO LEASE:

B-B-G Housing Corporation dba Campus View Apartments & Townhomes, hereinafter called Landlord, Lessor or Agent, hereby rents the Premises to **TENANT NAME** (sometimes called the "Resident", "Residents", "Tenant", or "Tenants" herein) on the terms described in this Rental Agreement ("Agreement").

TENANT INFORMATION:

TENANT NAME

Name

TENANT BIRTHDATE

Date of birth

- 2. NOTICES TO LANDLORD:** Any notice which may or shall need to be given or otherwise required to be provided to Landlord, shall be given to Landlord at the following mailing address:

Landlord Mailing Address: 10255 42nd Ave., Allendale, MI 49401

Landlord Telephone: (616) 895-6678

- 3. GUARANTOR(S):** The guarantor(s) fully and unconditionally guarantee(s) all of Tenant's obligations under this Agreement, including without limitation, payment of rent and all other obligations owed under this Agreement, damages caused to the Premises. If there are multiple guarantors, the liability is joint and several.

Guarantor Name: «guarantor_name»

- 4. LEASE AMENDMENTS:** Tenants must act in good faith and cooperate with Landlord in executing any lease amendments due to administrative or typographical errors. If for any reason a change to the lease is required or Tenant desires to relocate to a different unit requiring a replacement lease to be issued by Landlord, this lease shall remain in full force and effect and shall only be terminated after a replacement lease has been approved by Landlord in writing and signed by Tenant. All original leasing addenda documents shall remain in effect regardless of the execution of a replacement lease.

- 5. RESIDENT'S HANDBOOK:** Campus View has adopted certain rules and regulations dealing with everyday living, the use of facilities and other items of conduct for Tenants and guests. These are hereby incorporated by reference into this lease and are made a part thereof as if they were set out completely in the body of the lease. Each unit shall be given a copy of the same and said rules and regulations shall be controlling, including all Tenants' mandatory compliance with same.

- 6. UNIT DESCRIPTION:** Landlord leases to Tenant the Premises located within Campus View Apartments & Townhomes Community known as **PROPERTY NAME**

a) ☐ Located at: **UNIT ADDRESS** Allendale, MI 49401

Bedroom #: **BEDROOM #** Unit # - Bd Rm: **UNIT NUMBER – ROOM NUMBER**

b) ☐ Premises shall be a: **FLOOR PLAN / UNIT TYPE**. Tenant acknowledges that the premises has been adequately described for purposes of binding Tenant to the terms hereof. For purposes of this Agreement, "Premises" means a specific floor plan having the layout described above, which Tenant understands and agrees to accept as the Premises. The Tenant agrees that signing this Agreement establishes the landlord-tenant relationship with sufficient specificity to be binding, regardless that it does not name a particular unit by number but rather by the descriptors in this paragraph. Tenant further acknowledges and understands that Landlord shall assign Tenant a specific unit number prior to the commencement of the Term of this Lease.



7. **TERM OF LEASE:** Fixed Term Beginning: MOVE IN DATE Ending: MOVE OUT DATE (at noon), # OF PAYMENTS
PAYMENTS OF RENT \$ TOTAL RENT FOR FIXED TERM LEASE TOTAL LEASE TERM RENT \$
8. **RENT PAYMENTS:** Tenants agree to pay Landlord base rent of RENT AMOUNT IN WORDS commencing on the MOVE IN CALENDAR DAY day of MONTH OF MOVE-IN and like sum on the th day of each month thereafter for the term of this lease. Non-payment of rent or repeated late payment of rent shall be sufficient reason for eviction. Rent also includes any other charges owing by Tenant under the terms of this Agreement and the Rules and Regulations.
9. **PAYMENT LOCATION:** Campus View Office 10255 42nd Ave., Allendale MI 49401
Name Street City, State Zip
10. **SECURITY DEPOSIT:** Michigan Public Act 348 - Tenant has deposited with Landlord a security deposit of security deposit (not to exceed 1-1/2 month's rent). Which sum shall be held on deposit as security for the faithful performance of this lease. Funds are held at TCF Bank 333 East Main Street, Midland, MI 48640. Landlord shall apply the security deposit only to reimburse the Landlord for actual damages to the premises or any ancillary facility that are the result of conduct not reasonably expected in the normal course of habitation, including reconditioning expenses in excess of the normal, or to pay Landlord for any rent due in arrearage under this lease, or for utility bills owed and not paid by Tenant. TENANT SHALL NOT ATTEMPT TO USE THE SECURITY DEPOSIT AS THE LAST MONTH'S RENT.
11. **NON-SUFFICIENT FUNDS/RETURNED PAYMENTS:** Tenants paying rent with an NSF check will reimburse Landlord a \$40 Administrative expense charge plus late fees. For purposes of late fees, rent will be deemed paid when good funds are received. Tenants making payments online using e-Check or Credit Card are subject to return fees up to \$40 administered by Landlord and/or payment processor. Landlord reserves the right to accept future payments only by certified funds in the event that: (a) any payment received from Tenant is returned to Landlord; or (b) legal action must be taken for any reason to enforce the lease.
12. **THIRD PARTY PAYMENTS:** Tenant will be held responsible for any third-party payment vendors' terms and conditions, including but not limited to convenience charges associated to payments made using VISA, MasterCard, American Express or Discover Card.
13. **LATE FEES:** If rent is paid late, Resident will be held liable for an amount not to exceed \$5 per day; to a maximum of \$75 per month.
14. **FORWARDING ADDRESS:** Michigan Public Act 348 - **YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE 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.**
15. **APPLIANCES:** Stove, Refrigerator, Dishwasher, Microwave, Garbage Disposal, Washer, and Dryer have been provided by the Landlord for the Tenant's use. Tenant agrees to keep appliances clean and free of mildew, mold, grease and other household elements caused by use.
16. **UTILITIES:** Water, electricity and natural gas are turned on and metered through the utility provider. Utility billing is processed through the Landlord and submitted monthly to Tenant on an individual basis. Tenant must pay a \$30 utility billing administrative fee for servicing. The utility fee is billed upon lease commencement. Tenant is responsible for the monthly payment of the utility charge(s) until end of lease term. Because final utility bills will not be issued prior to the expiration of this lease, Tenant agrees to pay the final utility payment in advance. The final utility payment shall be an amount estimated by Landlord according to recent usage. The final utility payment must be paid prior to the expiration of this lease. Failure to make payment of utility charges may result in termination of utility(s) or be grounds for eviction. Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, lack of payment or other cause beyond Landlord's reasonable control. During the months of November-March heat may not be turned off and thermostat must remain above 50°.



17.

SERVICES & UTILITIES:	Paid by Landlord / Provided by Landlord	Reimbursed by Tenant / Tenant Responsible
a. Water & Sewer	APARTMENTS	TOWNHOME & COTTAGE
b. Gas		X
c. Electricity		X
d. Garbage Pick-up	X	
e. Transport of Garbage to Dumpster		X
f. Snow Removal (Porch & Ent. Walk)	APARTMENTS	TOWNHOME & COTTAGE
g. Furnished Unit	APARTMENTS & COTTAGE	TOWNHOME – VARY
h. Light Bulbs (except fluorescent)		X
i. Smoke Detector Batteries		X

18. PARKING: All cars, vans, pick-up trucks, etc., parked in designated Campus View Apartments, Townhomes & Cottages Parking Lots MUST PURCHASE A CURRENT CAMPUS VIEW PARKING PERMIT. Cars without permits, inoperable cars, cars parked in no parking zones, MAY BE BOOTED and/or TOWED at vehicle Owners Expense. Vehicles may park only in those areas designated by painted parallel lines. The parking permit fee is \$100.00, but the parking permit fee will be increased to \$150.00 after August 31. Only Tenants may park directly in front of their own garage. Any vehicle found parked in front of a garage, other than their own, may be booted and/or towed at the Owners Expense and subject to a fine of up to \$50 per occurrence. No repairs of any vehicle will be allowed on the premises. No guest parking in Cottage Parking Lots at any time.

19. USE OF PREMISES: The Premises shall be used and occupied only by Tenant as a private individual dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than private dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Any Tenant that permits any guest to stay at the Premises more than 2 weeks in any 6-month period will be in breach of this Lease and may be evicted. Tenant and guest(s) shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

20. ALTERING PREMISES:

- a) The Resident will not alter premises or Landlord supplied furnishings in any way without prior written consent of the Landlord. Thus, Resident agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items including but not limited to wallpaper and LED lighting on any surface or move in water furniture.
- b) Any decorations that can be seen from the outside must be approved by management. All drapes must appear white from the outside. No laundry or hanging linen is allowed outside the apartment. Balconies, patios, and porches must be free of trash. Only appropriate and well-maintained patio furniture is allowed.
- c) Modifications to the grounds and the exterior of a unit is not permitted. Recreational items such as trampolines and pools larger than 4' in diameter are not permitted. Landlord has final approval over any signs, flags and/or exterior décor.

21. SUB-LETTING ASSIGNMENT:

- a) Tenant shall not assign the Lease in whole or in part nor sublet all or any portion of the premises or any part thereof, or permit any persons other than those signing this lease as Tenants to occupy the Premises. Tenant may assign, sublet or transfer with the prior written consent and the approval of the Landlord, however, any such assignment, sublet or transfer will incur a three hundred (\$300.00) charge. A consent by Landlord to one assignment transfer or sublet shall not be deemed to be consent to any subsequent assignment, sublet or transfer.
- b) In the event Tenant wishes to move, Tenant may, subject to advance approval by the Landlord, find a substitute tenant to complete the term of the lease. The substitute must meet the written approval of Landlord. Any unused portions of rent paid in advance shall be returned to Tenant upon receipt of like amount of deposits and rents from the substitute tenant.
- c) Lease may be terminated early only if the Premises are re-rented by Landlord on terms acceptable to Landlord, and upon payment of a three hundred-dollar (\$300.00) lease break fee.



22. NOISE/INTOXICANTS/PARTIES/ORDINANCES:

- a) Residents agree that no parties are allowed and no one is permitted to sing, dance, play a musical instrument or operate any device such as a stereo at any time which will in any way disturb or annoy other Tenants or neighbors. A party consists of 8 or more people in your unit (including Tenants). No parties are allowed in any apartment buildings, cottages or any of the townhomes. "Kegger" and other common source alcohol parties are prohibited, and kegs are not allowed in any rental unit or on the premises of Campus View Apartments & Townhomes. Illegal drugs and alcohol containers requiring tappers are prohibited. There is a \$300.00 charge for any party, in addition to all other rights and remedies of Landlord hereunder.
- b) Tenant agrees to use the premises for moral living purposes only. Premises shall not be used as a hangout generating an unusual amount of traffic, or for any criminal act(s). Residents shall not allow or impose offensive guests on the rest of the Tenants or on surrounding unit Residents. Profane, obscene, loud or boisterous language or unseemly behavior and conduct is prohibited.
- c) No smoking or "vaping" or other use of e-cigarette devices is allowed inside or within 25' of any common area, student center, apartment, townhome or cottage buildings. Said activities damage carpet, walls, furniture, etc. and Tenants will be charged for damage or replacement, in the minimum amount of \$300.00, in addition to all other rights and remedies of Landlord hereunder.
- d) Security for the premises is contracted through a third party (the "Security Company") and authorized by Campus View to uphold lease guidelines. Security Company may issue violations and assess fines to Campus View Tenants in order to prevent: (a) illegal, annoying, harassing and unacceptable behavior; and/or (b) prohibited conduct under all Campus View leases. Specific violations and the amounts of the corresponding fines shall be set by Campus View and may be updated and amended from time to time.
- e) The Security Company will assess a fine of \$300 to any Tenant(s) that: (a) refuse to identify themselves upon reasonable request; and/or (b) purposefully fail to respond to such reasonable identification request. Campus View retains the right to change or replace the third-party Security Company at any time in its sole discretion.

23. HAZARDOUS ITEMS:

- a) Weapons including but not limited to bow & arrow, crossbow, firearms, including pellet guns and BB guns, paintball guns and explosives (including fireworks), and toxic or dangerous chemicals are strictly prohibited on the premises of Campus View Apartments & Townhomes.
- b) No items will be stored in public areas, hallways, laundry rooms, utility rooms, etc. Bicycles and motorcycles must be kept in any area provided for same. No gasoline powered vehicle may be brought in or stored in any apartment or public area inside any building at any time. No flammable material may be stored or used on the premises. Auxiliary heaters are strictly prohibited. Grilling on balconies is prohibited.

24. ANIMALS: Landlord permits Tenant to have one (1) approved animal in a unit. Animal is only permitted after proper paperwork is submitted to the Campus View Office and approved. Tenant agrees to pay all necessary fees, deposit and additional rent outlined in the "Animal Registration Agreement" packet. Furthermore, Tenant must agree to adhere to all rules and requirements outlined in application. Any Tenant found with an unapproved animal for any length of time no matter how brief is in violation of lease and will be subject to a \$300 violation charge failure to comply is grounds for eviction.

25. PESTS/RODENTS/FLEAS: Whenever infestation 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. Residents of single unit private dwellings shall exterminate any insects, rodents or other pests (except wood eating or wood destroying insects) infesting that portion of the premises Resident occupies. Residents' responsibility for extermination shall begin thirty days after their occupancy commences. Tenant shall report any infestation immediately to the Landlord to prevent further spread throughout the unit. Landlord shall not be liable for any loss of personal property to the Tenant, as a result of an infestation.

26. PERSONAL & PROPERTY LIABILITY INSURANCE: Resident is responsible for maintaining his/her own personal property insurance. Resident is strongly advised to purchase personal property insurance for protection against theft, fire, loss or damage to their personal property. Tenant is fully responsible to pay for all losses occurring because of fire or other cause originating within Tenant's Premises. Landlord is not liable for any damage or injury occurring in or about the Premises to Tenant, Tenant's guests or invitees, or for the loss or damage to any personal property that may be at the Premises, except in the case of the landlord's failure to perform or negligent performance of a duty imposed by law.



- 27. ELECTRONIC SERVICE CONSENT:** The Tenant(s) specifically consent to electronic service of any Demand for Possession or Payment of Rent as provided under MCL 600.5718(d). Tenant(s) request any demands be sent to the email address provided by Tenant(s) in his or her Application and will, upon receipt of this Lease or request to consent to electronic service, reply by email acknowledging consent. Further, Tenant(s) acknowledge that email may be used relating to security deposit matters as more fully described in the Electronic Communication Notices Addenda.
- 28. DEFAULT OR BREACH:** If the Tenant(s) shall at any time be in default or breach of any one or more of the terms or obligations contained herein, and if the Landlord shall institute an action or summary proceeding against the Tenant(s) based upon such default or breach, then the Tenant will reimburse the Landlord for Landlord's attorney's fees, costs, expenses, and other disbursements thereby incurred by the Landlord in connection with any dispute arising hereunder. Notwithstanding the foregoing, neither party shall be liable for legal costs or attorney fees incurred by another party, in connection with a dispute arising hereunder, in excess of costs or fees specifically permitted by statute. Tenant's failure to pay any installment of rent when due, or to perform any of Tenant's obligations hereunder, shall constitute a default. If a default occurs, Landlord may, at its option, terminate this lease and regain possession of the rental unit in accordance with applicable law. Recovery of the rental unit by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the entire term of the lease and demand immediate payment thereof; however, the Tenant may not be liable for the total accelerated amount because of Landlord's obligation to mitigate damages, and either party may have a court determine the actual amount owed, if any. Tenant agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligations to Landlord by the amount of such partial payment. In the event of default, it is understood that any party to this lease has the right to have a court determine the actual amount due and owing to the other.
- 29. WAIVER:** Failure of Landlord to enforce or demand strict performance of any terms, covenants, agreements, or conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of Landlord's right to subsequently enforce such terms, covenants, agreements, or conditions, which shall remain in full force and effect whether or not enforced.
- 30. EARLY TERMINATION:** Michigan Public Act 348 - If any Tenant has occupied the rental unit for more than 13 months and said Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility or said Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, said Tenant may terminate that Tenant's obligations under this lease with a 60-day written notice to Landlord. 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 554.601b.
- 31. NOTICE TO LANDLORD:** For any notice which may or shall need to be given or otherwise required to be provided to Landlord, said notice shall be given to Landlord at the following address: B-B-G Housing Corporation dba Campus View Apartments & Townhomes, 10255 42nd Ave., Allendale, MI 49401
- 32. INVENTORY CHECK LIST:** Michigan Public Act 348 of 1972 - Items found torn, ripped, broken, stained, or inoperative, must be reported on damage assessment. The damage assessment can be accessed on the Campus View website campusviewhousing.com under "Moving In" section. The damage assessment form must be completed online by Tenant, within seven (7) days of Tenants' move in date. The damage assessment will not be accessible after seven (7) days.
- 33. COVENANT OF FITNESS:** Landlord and Tenants, both, have maintenance responsibilities. Under Michigan law, a Landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Residents 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 to leave the premises in good condition (normal wear and tear excepted).
- 34. REPAIRS & MAINTENANCE:** Tenant shall immediately pay for any costs incurred and for damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks or lavatory caused by Tenant or guest. Also, Tenant will repair or replace all broken or damaged items, including any within the rented unit.



- 35. RIGHT TO PRIVACY:** Landlord reserves the right to show unit to prospective Tenants, perform maintenance request, read water meters, inspect for cleanliness and/or damage at reasonable times, and to enter units between the hours of 10 A.M. & 5 P.M., Monday-Friday.
- 36. INSPECTION:**
- a) If at any time the unit is observed or suspected to be in unsanitary living condition, Landlord reserves the right to further inspect for cleanliness and condition of the unit. If the unit is found to be unsanitary, current residents will be contacted and subject to cleaning fee starting at \$300.
 - b) Landlord retains the right to enter a unit to assess damage to a bedroom within one month prior to Tenant's move out date. Tenant will be notified via email of the inspection date at least twenty-four (24) hours in advance. Inspections shall be performed by Campus View Apartments & Townhomes maintenance Monday – Friday between the hours of 10:00AM and 4:00PM. Tenant does not need to be present at the time of the inspection.
- 37. NOTICE OF DAMAGES:** In case of damage to the rental unit attributable to the Tenant or other obligations against the security deposit, the Landlord shall mail to the Tenant within one month after the termination of lease agreement, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The Tenant must respond in writing to the Landlord's claim within 7 days of receipt of the itemized list (If in disagreement with itemized list) or shall forfeit the amount claimed therein.
- 38. ABANDONMENT:** The Premises are considered abandoned when Tenant and all other occupants appear to have moved out in the Landlord's reasonable judgment, and/or clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment. Nothing about Tenants abandonment or the provisions of this paragraph shall modify, reduce, or otherwise alter Tenant's obligations under this Lease.
- 39. ABANDONMENT OF PERSONAL PROPERTY:** Personal property left by vacating Residents and not claimed within one month of end of tenancy will be considered abandoned and disposed of at the discretion of the Landlord. Landlord will make a diligent effort to contact Resident before disposing of any property. Resident agrees to reimburse Landlord for reasonable storage charges upon their receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.
- 40. SALE OF PREMISES:** Tenant agrees that Landlord's liability for Tenant's security deposit shall automatically be released upon the transfer of such security deposit to a new owner of the leased premises so long as written notification of such transfer is provided to Resident by ordinary mail including the new owner's name and address.
- 41. CASUALTY:** In the event the entire leased premises are destroyed or rendered untenantable by fire, storm or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate as of such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of the premises, Tenant paying up to such date and Landlord refunding the rent collected beyond such date. Should only a portion of the leased premises be destroyed or rendered untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant then, at the sole and exclusive option of Landlord, this lease may end at such time except for the purpose of enforcing rights that may have then accrued hereunder, and, if not so terminated, the rental shall abate in the proportion which the injured part bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and lease continue according to its terms. A condemnation award shall belong exclusively to Landlord.
- 42. ENTIRE AGREEMENT/SEVERABILITY:**
- a) If any provision of this Lease is or becomes invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.
 - b) Tenant acknowledges that Landlord has made no representations or promises with respect to the premises except as expressly set forth herein and that this Lease constitutes the entire agreement between the parties.

**I HAVE READ AND AGREE TO THE TERMS & CONDITIONS OF THIS RENTAL AGREEMENT,
INCLUDING PAGES 1, 2, 3, 4, 5, 6 AND ANY DOCUMENTS REFERENCED IN THIS RENTAL AGREEMENT**

