

200 RIVER PLACE LOFTS CONDOMINIUM RESIDENTIAL LEASE ADDENDUM

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE 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 WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

In consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

Use of the Premises

- (a) The Premises shall be used only as a single-family residence and for no other purpose, including any commercial purpose or activities.
- (b) Tenant shall not cause or permit any noise or nuisance whatsoever on the Premises.
- (c) Tenant shall comply with all occupancy restrictions and codes of the City of Detroit.

Pets

No pets of any kind shall be kept or brought on the Premises, without the consent of the Landlord and the Condominium Association. All pets must be registered with the association and all dogs must also be licensed with the City of Detroit.

Compliance with Condominium Documents

Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Master Deed and Condominium Bylaws (and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a co-owner) of the 200 River Place Lofts Condominium ("Condominium Documents") and to such other rules and regulations as the Board of Directors of the 200 River Place Lofts Condominium Association may from time to time promulgate ("Rules and Regulations"). Failure by Tenant or any person on the Premises of the 200 River Place Lofts Condominium as a result of Tenant's occupancy to comply with the provisions of the Condominium Documents or the Rules and Regulations shall constitute a material breach of this Lease. Tenant shall indemnify Landlord and the 200 River Place Lofts Condominium Association against and hold them harmless from any damages, direct or indirect, incurred by Landlord or the Association, as the case may be, as a result of the noncompliance by any of the aforesaid persons with the provisions of the Condominium Documents, Rules and Regulations, or any covenant of this Lease. BY EXECUTION OF THIS LEASE, TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THE CONDOMINIUM DOCUMENTS AND RULES AND REGULATIONS.

Assignment and Subleasing

Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises.

Condition of Premises; Alteration; Maintenance; Repairs

(a) By executing this Lease, Tenant accepts the Premises in their existing condition and acknowledges that the Premises are in good order and repair, except as Tenant may indicate on the commencement

(b) Tenant shall maintain the Premises in a clean and sanitary condition and shall surrender the Premises at the termination of this Lease in as good a condition as when received, ordinary wear and tear excepted. Tenant shall not paint, wallpaper, or otherwise redecorate without the prior written consent of Landlord. Tenant shall commit no waste on the Premises.

(c) Tenant agrees to be responsible for any damage caused to the Premises by the Tenant or by the Tenant's family members, guest or invitees, and further agrees to promptly report to Landlord any damage caused to or discovered in the Premises. Landlord or the 200 River Place Lofts Condominium Association, at their option, may, upon discovery of damage to the Premises, enter the premises and make such repairs as are necessary to restore the Premises to their original condition, and Tenant shall reimburse the Landlord for the total cost of any such repairs for which the Tenant is responsible hereunder.

(d) Landlord and Tenant and the 200 River Place Lofts Condominium Association each hereby release the others, including employees, agents, family members, invitees, and guests of the other, from all liability arising from loss, damage or injury caused by fire or other casualty to the extent of any recovery by the injured party under a policy of insurance which permits waiver of liability and waives the insurer's rights of subrogation.

Inspection

Landlord, the 200 River Place Lofts Condominium Association, or their agents shall have the right to enter the Premises at any reasonable time and upon any reasonable notice for the purpose of inspecting the Premises, showing the Premises to prospective residents or purchasers, or for the purpose of making necessary repairs. In the event of an emergency, Landlord or representatives of the 200 River Place Lofts Condominium Association shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.

Indemnification

Neither Landlord nor the 200 River Place Lofts Condominium Association shall be liable for any damage or injury occurring on or about the Premises to Tenant, the Tenant's family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of their failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord and the 200 River Place Lofts Condominium Association harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's or the 200 River Place Lofts Condominium Association's failure to perform, or negligent performance of, a duty imposed by law.

Default

(a) Tenant’s failure to pay rent when due, or to perform any of its obligations hereunder, or to comply with the provisions of the Condominium Documents or the Rules and Regulations, shall constitute a default. If a default occurs, Landlord may, at its option, terminate the Lease and regain possession of the Premises in accordance with applicable law. If Tenant shall be absent from the Premises for a period of five consecutive days while in default, Tenant shall, at Landlord’s option, be deemed to have abandoned the Premises. Recovery of the Premises by Landlord shall not relieve Tenant of any obligation hereunder, and upon default, Landlord shall be permitted to accelerate the rent due throughout the term of this Lease and demand immediate payment thereof. Tenant may not be liable for the total accelerated amount of rent due hereunder because of Landlord’s obligation to minimize damages through attempted re-renting of the Premises.

(b) In the event of a default, it is understood that either party to this Agreement has the right to have a court determine the actual amount due and owing the other.

(c) Neither party to this Lease shall be liable for legal costs or attorneys’ fees incurred by the other in connection with a dispute arising hereunder, except to the extent that such costs or fees are specifically permitted by statute.

Waiver

Landlord’s failure to enforce any term of this Lease shall not be deemed a waiver of the enforcement of that or any other term, nor shall any acceptance of partial payment of rent be deemed a waiver of Landlord’s right to the full amount thereof.

Notices

Any notice which either party may, or is required to, give hereunder may be served personally or sent by first-class mail, postage prepaid, as follows:

(a) to Tenant at the Premises:

(b) to Landlord:

Additional Provisions

(a) Landlord shall continue to be the designated voter of the condominium Unit and shall be responsible for the payment of all condominium assessment upon the Unit.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

LANDLORD:

Print Name:
Date:

TENANT:

Print Name:
Date:

TENANT:

Print Name:
Date: