

**Building and Apartment number**

\_\_\_\_\_

**Lease Term**

**Fall 2009-2010**

**Leasing Agent**

**Initials**

- 1. Rental Application form filled out by all residents
- 2. Lease cover sheet completed
- 3. Lease agreement filled out and signed by residents
- 4. Security Deposit Form filled out and signed by residents
- 5. East Lansing Addendum signed by residents
- 6. Ordinance 915 signed by all residents
- 7. Copy of check attached to end of lease
- 8. Lead based paint form completed
- 9. Lead based paint booklet given to residents
- 10. Lease routed to Director of Marketing

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 \_\_\_\_\_  
 \_\_\_\_\_

**Director of Marketing**

- 1. Lease reviewed for accuracy
- 2. Lease report updated
- 3. Leasing agents notified
- 4. Lease routed to Accounts Receivable

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Administration**

- 1. Rent card completed
- 2. Reviewed and initialed Lease Cover Sheet
- 3. Deposit check
- 4. Information entered into the Property Mgmt. System
- 5. Lease routed to General Manager

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**General Manager**

- 1. Lease reviewed and signed
- 2. Lease returned to Property Mgr for final file

\_\_\_\_\_  
 \_\_\_\_\_

<b>Circle if Applicable:</b>			
NEW	RENEWAL	TRANSFER	
ROOMMATE APT:	ROOM #1	ROOM #2	ROOMMATE CLAUSE

## Americana, Eden Roc & River Park Apartments Payment Summary Sheet

**Date** \_\_\_\_\_ **Tenant Code** \_\_\_\_\_

**Building** \_\_\_\_\_ **Apartment Number** \_\_\_\_\_

New Lease     Renewal     Transfer from Building/ Apartment \_\_\_\_\_

Names of those who have permission to sign this lease, pending approval of application:

\_\_\_\_\_

\_\_\_\_\_

1st Month's installment	\$ _____	_____ 2009
Other Rent:	\$ _____	
Non-Refundable fee	\$ <u>150.00</u>	
Security Deposit	\$ _____	= to 1.5 X Rent
Total Due:	\$ _____	
Amount paid at signing	\$ _____	
<b>Total Balance Due:</b>	<b>\$ _____</b>	

\*See below for payment breakdown

Monthly installment:    \$ \_\_\_\_\_ X No. of Installments \_\_\_\_\_ = \$ \_\_\_\_\_

Other Rent:                \$ \_\_\_\_\_ X No. of Installments \_\_\_\_\_ = \$ \_\_\_\_\_

\*Payment of the total amount due shall be made in the following manner:

\$ \_\_\_\_\_ Due on March 13, 2009

\$ \_\_\_\_\_ Due on \_\_\_\_\_

\$ \_\_\_\_\_ Due on \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

**MICHIGAN TRUTH IN RENTING ACT NOTICE**

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

**MICHIGAN SECURITY DEPOSIT ACT NOTICE**

TO TENANT: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (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 AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

Initials:

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND  
LEAD-BASED PAINT HAZARDS  
Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presences of know lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure (Initial)**

- TLS (A) Presence of lead-based paint or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain: \_\_\_\_\_ )
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- TLS (B) Records and reports available to the lessor (check one below):
- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents: \_\_\_\_\_ )
- Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (Initial)**

- (C) Lessee has received copies of all information listed above.
- (D) Lessee has received the pamphlet *Protect your Family from Lead in Your Home*

**Agent's Acknowledgement (Initial)**

- TLS (E) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessee	Date	Lessee	Date
Lessee	Date	Lessee	Date
Lessee	Date	Lessee	Date
Lessor/Agent	Date		

## **Americana, Eden Roc & River Park Apartments Parking Rules**

**ALL PARKING IS ASSIGNED.** Please refer to your parking maps given to you in your move in folder to locate your assigned spots. Parking assignments are also posted in the leasing office for your convenience and reference.

We have **no visitor parking** available at any time for any reason. Please contact P.A.C.E. at 517-351-4220 for areas of public parking for all visitors.

Please park legally in assigned parking spots only. **DO NOT BLOCK** the driveway or the access to the dumpsters. **DO NOT BLOCK** the bay door at the rear of the Americana "A" building, which is enclosed by yellow lines. **DO NOT PARK** in the Employee Parking Area, these are not resident parking spots. These are for staff and building use only.

**Lottery spots are not for general or visitor use.** These spots may be purchased from the leasing office on a first come first serve basis. Any vehicle parking in a lottery spot without purchasing said spot will be subject to immediate ticketing and towing.

**YOU MUST BE IN YOUR ASSIGNED SPOT AT ALL TIMES OR BE SUBJECT TO TICKETING  
AND TOWING BY THE SPOT OWNER.**

# Ordinance 915 ADDENDUM TO LEASE AGREEMENT

This addendum is executed \_\_\_\_\_, 200 \_\_\_\_, between Americana, Eden Roc & River Park Apartments and

\_\_\_\_\_, Tenants.

The City of East Lansing has adopted ordinance 915 which provides for rental license sanctions if the “owner, occupants, and/or their guests” have violated and been issued court appearance tickets, criminal or civil complaints, or citation for any of the following statutes or ordinances on the licensed premises:

- (a) Nuisance party violation
- (b) Party bill violation
- (c) Noise violation-misdemeanor
- (d) Unlawful discharge of a firearm
- (e) Public disturbance, fight, brawl
- (f) Operation of establishment for prostitution, illegal sale of intoxicating liquor, controlled substances, gambling, or other illegal business or occupation
- (g) Assault of a police officer or firefighter
- (h) Violation of the maximum occupancy, overcrowding, or illegal use of space
- (l) Failure to correct violations

In light of this ordinance and for good and valuable consideration contained in the lease agreement between the parties, the tenant agrees to the following additional provision to the lease agreement:

Should I or any person in or around my leasehold, including guests, invitees, relatives, friends or others commit an act or acts which in any way triggers East Lansing City Ordinance # 915, such act or acts may result in immediate termination of my interest in the leased property. Upon termination, I shall have 30 days in which to vacate the premises. I shall remain liable for the payment of rent after termination pursuant to paragraph 7 of the lease and pay landlord all damages as a result of my actions.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Americana, Eden Roc &  
River Park Apartments

By: \_\_\_\_\_

# East Lansing Lease Addendum

UNIT ADDRESS: \_\_\_\_\_

E. Lansing, MI 48823

**1. LICENSE AND INSPECTIONS.** A valid rental license is required for all rentals. It must be displayed inside the premises. A person who rents out or occupies a rental without a license may be fined a maximum fine of up to \$1,000 per day. All rentals are subject to inspections by the City Housing Compliance Officers.

**2. OCCUPANCY LIMITS.** This unit is licensed for a maximum of \_\_\_\_\_ unrelated individuals, family or a domestic unit. This occupancy limit must be displayed on the license and in the lease. Owners and all tenants may EACH be fined a maximum fine of up to \$1,000 a day for over-occupancy.

**3. SLEEPING ROOMS.** Basements, attics and other rooms cannot be used as sleeping rooms if they do not comply with requirements for windows, square footage, exits and ventilation. These requirements are in place for the health and safety of the tenants. Violators may be fined a maximum fine of up to \$1,000 per day. Under these requirements, using the following areas as a sleeping room is illegal:

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**4. PARKING.** Park only in designated areas. Parking on the lawn, over the sidewalk, or on the street from 2 a.m. - 5 a.m. is illegal and subject to tickets and fines.

A. This unit has \_\_\_\_\_ legal parking spaces, as shown on the attached parking plan.

B. This unit is in a neighborhood **with**  (CIRCLE ONE) permit parking.

**5. TRASH AND RECYCLING.** Owners must supply approved containers and covers for trash, and provide approved storage where trash remains until weekly pickup. Owners and/or tenants shall properly store, remove, and dispose of all trash/litter and recyclable items. The owner shall provide a City of East Lansing recycling bin and a 96 gallon Easy Cart for every 4 renters where the City provides recycling and trash service. The City will collect one 30-gallon trash bag or one 32-gallon can per week where an Easy Cart is not required. All other trash must be in City trash bags available at City Hall, the Department of Public Works and local stores. Trash must be placed at the curb for pickup and shall not be set out earlier than 7:00 p.m. the evening before scheduled pickup. Easy Carts and containers must be brought in from the curb by 10:00 a.m. the day after pickup. Responsible party should check and initial. All trash must be stored in animal proof (not bags) containers and may not be stored in the front of the house. Indoor furniture is not permitted outside when not in use.

Trash Removal from Storage Area to Curb for Pickup: ( ) Owner (XX) Tenants

Trash and Recycling Service provided by: (XX) Owner ( ) City

**6. NOISE OR PUBLIC NUISANCE:** Penalties for noise violations may result in civil and criminal fines up to a maximum of \$1000 and up to 90 days in jail. A property is a public nuisance if it is violation drug, liquor, public health, safety or welfare laws. The penalties are substantial and may include eviction and forfeiture of personal property, and may result in restrictions or revocation of the rental license. **Any violation of East Lansing City Code may be deemed a public nuisance.**

**7. PARTY LITTER.** Bottles, cans, cups, kegs, food wrappers or containers left in yards for more than eight hours from the time a litter violation notice is posted on the property or no more than 2 hours if personally served is a municipal civil infraction, punishable by a maximum fine of up to \$1,000. The violation notice is issued to the property's occupants.

**8. SNOW SHOVELING/GRASS CUTTING/LEAF RAKING.** Grass must be shorter than 6 inches. Sidewalks must be shoveled within twenty-four hours after the last snowfall. Violators may be fined. Appropriate tools must be provided by the property owner to the tenants if any of the following responsibilities are assigned to the tenants. Responsible party should check and initial.

SNOW SHOVELING	GRASS CUTTING	LEAF RAKING
(XX) Owner      ( ) Tenants	(XX) Owner      ( ) Tenants	(XX) Owner      ( ) Tenants

**9. PETS.** Pets are  **are not** (CIRCLE ONE) allowed in this unit. Dogs must be licensed at Ingham County Animal Control (517/676-8370). Pets must not be kept in the front yard. Pets must be kept in a clean area. Pets that are not licensed or properly cared for may be impounded. Dogs must always be confined or on a leash.

**10. NEIGHBORHOOD ASSOCIATION.** Most areas of the City have active Neighborhood Associations. Your unit is in the \_\_\_\_\_ N/A \_\_\_\_\_. Call City Hall at (517) 337-1731 to contact a representative in this group.

**11. LEGAL AGENT.** This unit may have a legal agent, someone to whom the owner legally assigns responsibility for all aspects of managing this unit. This unit  **does** **does not** (CIRCLE ONE) have a legal agent.

Agent Name: \_\_\_\_\_ Tina L. Struble \_\_\_\_\_.

Address: \_\_\_\_\_ 1128 Victor St. , E. Lansing, MI 48823 \_\_\_\_\_ Phone: \_\_\_\_\_ (517) 332-5322 \_\_\_\_\_.

Under City Code, responsibility for trash removal and property maintenance is assigned to the property owner. However, under terms of this lease, and as noted in this addendum, specific responsibility may be assigned to the tenants.

We, the undersigned owner, legal agent, and tenants, have read the addendum, checked and initialed the addendum in the spaces indicated, circled items indicated, and filled in the blanks with the correct information.

TENANT SIGNATURE (S) AND DATE:

_____ / ____ / _____	_____ / ____ / _____
_____ / ____ / _____	_____ / ____ / _____
_____ / ____ / _____	_____ / ____ / _____

OWNER SIGNATURE AND DATE:

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

LEGAL AGENT SIGNATURE AND DATE:

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

# FURNITURE ACKNOWLEDGEMENT FORM

Building: \_\_\_\_\_

Move In Date: \_\_\_\_\_

Apt #: \_\_\_\_\_

Transfer Date: \_\_\_\_\_

Renewals: The furniture in your apartment will remain the same as your prior lease unless chosen as an upgrade in your renewal.

Your Apartment will be furnished as follows:

**1. Living Room Furniture:**

- 1 Sofa
- 1 Loveseat or Chair(s)
- 2 End Tables
- 2 Lamps

**2. Dining Room Furniture:**

- 1 Table
- 4 Chairs

**3. Bedroom Furniture:**

Each Bedroom will include:

- 1 Dresser
- 1 Desk with chair
- 2 Twin size Beds

We the undersigned agree that we are renting a **FURNISHED** apartment and that there will be **NO** changes made to the furnishings within. **ALL** furniture **MUST** remain in the apartment at all times. If you wish to store any of the furniture, it must be within the confines of the apartment **ONLY**. If any furniture is removed from the apartment or premises, it will be considered a lease violation, and be treated accordingly.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

# Resident Contact Form

Building \_\_\_\_\_  
Apartment # \_\_\_\_\_.

Before you move into your new apartment it will be necessary for us to contact your group to pass along important move-in information. This information will be sent to you around July 1<sup>st</sup>.

We need to have one person we can contact who will share any information with the rest of the group and to make whatever pre-move-in decisions need to be made. **All signatories agree that the contact person's decision will be binding to all parties to the lease.**

In addition, this person will be responsible for transferring the electric with the Board of Water and Light and Security Deposit Refund form with his/her name and address. At the end of the lease, your apartment's security deposit refund check will be sent to this person at the address stated (unless you decide to renew your lease, in which case it will carry over to the next year).

Please designate who that person will be and fill out the information below. Everyone in your group should have this information as well in case you need to contact him/her.

(Please Print All Information)

Name of Contact Person: \_\_\_\_\_  
Current Address: \_\_\_\_\_  
\_\_\_\_\_  
Current Phone Number: \_\_\_\_\_  
Current E-Mail Address \_\_\_\_\_  
Summer Address: \_\_\_\_\_  
\_\_\_\_\_  
Summer Phone Number: \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Signatures: \_\_\_\_\_  
\_\_\_\_\_

**SECURITY DEPOSIT TRANSFER:**

**Building Name** \_\_\_\_\_ **Apt. #** \_\_\_\_\_  
(2009-2010 Lease)

Last Names of all residents \_\_\_\_\_ Total amount of 2009-2010  
On 2009-2010 Lease \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

100% of our Security Deposit will continue to be held for the above apartment for our 2010-2011 Lease

**If 100% of the Security Deposit from the 2009-2010 lease is NOT being transferred for the same apartment, please check the appropriate section below and fill in all the information.**

**SECURITY DEPOSIT: TRANSFER/REFUND**  
Check as applicable

\_\_\_\_\_% of our Security Deposit will be returned **in one check** payable to \_\_\_\_\_  
and mailed to the following address: \_\_\_\_\_  
(Please print clearly to ensure proper delivery) \_\_\_\_\_

\_\_\_\_\_% of our Security Deposit will be transferred to our 2010-2011 lease for apt. # \_\_\_\_\_  
at \_\_\_\_\_ in the names of \_\_\_\_\_

\_\_\_\_\_% of our Security Deposit will be transferred to our 2010-2011 lease for apt. # \_\_\_\_\_  
at \_\_\_\_\_ in the names of \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: The final Security Deposit transfer/refund amount will be determined after deducting any outstanding balances, charges for damages, etc. Residents transferring their Security Deposit will be responsible to pay any remaining balance due on their 2010-2011 lease after the balance has been transferred.**