

Renewal of Residential Lease Agreement

Original Residential Lease Agreement Date: 7/2/1986 Between Owner: Beacon Management Community: Woodland Gardens 1915 PARMENTER BLV. APT. 209 ROYAL OAK, MI 48073 And Residents(s) Lizzie Bailey

The Lease described above is hereby renewed. The same terms and conditions set forth in the Original Residential Lease Agreement shall apply during the Renewed Term shall be:

1. The monthly rent during the Renewal Term shall be:

Lease Term Accepted		Month-to-Month			
From: <u>12/1/2</u>	2020 To: <u>2/28/2022</u>	From: To:			
Base: Surcharge: Other:	\$962.00 \$35.00 \$0.00	Base: Surcharge: Other:			
Total Rent:	\$997.00	Total:			
Resident Initial		Resident Initial			

2. <u>Late Fees</u>. If you fail to pay the rent in full before the end of the 5###day of the month, you will pay us, as Å additional rent, a late fee of 10% after the 5th of the month and an additional 5% if you pay after the 15th of the month. The late fee is due on the 6th of the month and any additional late fee is due on the 16th of the month.

3. <u>Notice to Vacate at End of Lease Term</u>. You must give us at least₆₀ days written notice of your intention to vacate the Apartment at the end of the term. If you fail to give this notice, you will be held liable for rent for the period for which you failed to give us notice. Please note that you are not permitted based on this section to give us notice that you will leave prior to the end date of this Lease.

4. End of Lease Term. You shall vacate the Apartment at the end of the term of the Lease.

You must remove all items of personal property and leave the Apartment in good and clean order, except for ordinary wear and tear. Failure to leave the Apartment in good and clean order, except for ordinary wear and tear, may result in our retaining part or all of your security deposit and assessing charges for damages in excess of the security deposit amount. Any personal property you leave behind after you vacate the Apartment shall become our property and we may dispose of that property at your cost, as permitted by law.

5. **Failure to Vacate at End of Lease Term**. In the event you do not vacate the Apartment at the end of the term, we may use legal process to remove you. If we accept rent for any period after the end of the Lease term, then you shall be deemed a holdover Resident and your tenancy shall be month-to-month, and your monthly rent will be at MARKET RATE plus an additional monthly fee of \$0 . Either you or we can terminate the month-to-month lease as of the last day of any calendar month by giving one calendar month's written notice to the other party.

6. **Consequences of Early Termination of Lease**. If the Lease is ended or you vacate the Apartment before the end of your Lease term, rent and additional rent for the remainder of the Lease term will become immediately due and payable. If we re-rent the Apartment to a new resident before your Lease term has ended, any rent we receive will be applied as a credit to the money you owe us. You will be responsible for a turnover fee to reimburse us for the costs of making the Apartment ready for a new resident at an earlier date than we planned, including but not limited to, repainting, repaining and advertising costs.

7. <u>Applicability of Original Lease Terms and Prior Accounts</u> All provisions of the original lease and any other extensions shall remain in full force and effect, except as otherwise provided herein. For all purposes, the lease shall be deemed to continue from the original date through the expiration date set forth in paragraph 1 above. All accounts of Resident shall remain on account of Resident, and all acts in violation of the lease or prior extensions shall remain a basis for terminating tenancy where applicable.

8. <u>Use.</u> You will use the Apartment only for dwelling purposes. You represent to us that the following persons (and no others) will occupy the Apartment: Lizzie Bailey

You must advise us immediately in writing of any change in the occupants. Subletting the Apartment requires our consent as described in the original lease document.

9. Utilities and Amenities.

Water/Sewer will be billed to you by a third party vendor and will be charged directly to your rental account. The "RUBS" system of billing is based on the number of occupants within each apartment home. For more information on this billing system, you may consult Landlord. Usage for the common areas will not be billed to our residents and will continue to be paid by the community. Usage for common areas is estimated at 2-3% of overall water/sewage usage for the community, but Landlord will absorb no less than 10% of the water/sewage expense. Landlord reserves the right to increase or decrease its percentage of the water/sewage expense for any reason, but shall not decrease its percentage below 10%. The third party vendor may assess a small administrative charge for servicing your account, which may increase or decrease from time to time, based upon the policies of the third-party vendor and its agreements with Landlord. If you fail to pay the water/sewer account timely for at last 60 days, your account will be deemed in default and subject to all applicable terms under the lease agreement.

You (Resident) Á		
Lizzie Bailey	Date	
	Date	
	Date	Beacon Management (Manager, as Agent for Owner)
	Date	Date
	Date	
	Date	9/25/2020 4:47:53 PM Lease # HP00004501 by SVARGO



DOMESTIC VIOLENCE LAW

"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."

For the tenant to be let out of his/her lease, he/she must present to the landlord the following documentation:

A. A written statement indicating that he/she has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking. AND

B. Any of the following:

1. PPO from Michigan "or another state/country, OR

2. Probation or parole order that indicates the perpetrator is to have no personal contact with the tenant

3. Police report reflecting actual or threat of domestic violence, sexual assault or stalking, along with documentation that a prosecutor filed charges within 14 days prior to the tenant's request to be released from lease. (Alternatively, if more than 14 days prior to the tenant's request, the tenant must additionally demonstrate a verifiable present threat)

4. Report from a domestic violence counselor or health care professional or clergyman (the clergyman must be from a real, tax-exempt congregation listed in a phone book)

4. <u>Method of submitting documents</u> Submittal of the documents must be by certified mail.

5. <u>Effective date of release</u> -- Beginning of lease term after 30 days has expired following the notice. Thus, if notice was given on December 12, the tenant is obligated to pay January rent, but would be released as of February 1.

6. <u>Persons protected</u> -- Named tenant, any minor child, any adult incapacitated person over whom the tenant has custody.

7. <u>Multiple tenants</u> -- All other signatory co-tenants remain liable under the rental agreement.

	_	
Lizzie Bailey	-	Date
	_	
	-	Date
	-	Date

9/25/2020 4:47:53 PM Lease # HP00004501 by SVARGO

PARKING AND VEHICLE RIDER

Tenant and Tenant's invitees and guests shall park their cars only in those portions of the parking area designated by Landlord for tenant parking and shall use such areas only for parking cars. Tenant shall, upon request, promptly furnish Landlord with a list containing the descriptions and automobiles license numbers (and state of issuance) of the cars of Tenant or any parties residing with Tenant within five days of any request by Landlord, and shall thereafter advise Landlord of any changes, additions or deletions to such list. Landlord reserves the right to:

- (i) assign specific spaces, and reserve spaces for special or specific purposes (i.e. small car parking, handicapped parking, guest parking) and Landlord may also assign specific spaces as Landlord deems reasonable, and
- (ii) restrict or prohibit oversized vehicles or commercial vehicles

In case of any violation of these provisions or any applicable laws, the Landlord may refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the property without liability whatsoever, at such violator's risk and expense. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise. The Tenant shall not have any claim against the Landlord whatsoever based upon availability of parking spaces or parking conditions.

Tenant understands and acknowledges that Tenant is parking its vehicle at the property at its own risk. Landlord shall have no liability for any damage to vehicles that occurs at the property or any theft or vandalism to any vehicle while at the property. Tenant shall follow all of the rules and regulations of the property, including, but not limited to those set forth herein. Landlord may change its rules and regulations at any time in its sole discretion.

Lizzie Bailey	Date		Date
	Date		Date
	Date		Date
Manager, as Agent for Owner	Date		

To: Lizzie Bailey

You are hereby notified of a proposed modification in your current Lease in the premises at 1915 PARMENTER BLV. APT. 209 , under the Lease dated 9/25/2020 .

Beacon Management proposes terms and conditions that are substantively different from the terms and conditions of your current lease and requests that you agree to them. The following description in bold print highlights the differences:

Revised Section 10, which is attached to this Notice, contains a Renter's Insurance Requirement, which requires that, you either:

--or--

Option (b): If you choose not to purchase renter's insurance coverage, you must make a Renter's Insurance Opt-Out Monthly Payment as set forth and agreed in the Renter's Insurance Opt-Out Addendum, which is annexed to the enclosed Lease.

INSURANCE CLAUSE FOR MICHIGAN LEASE FORM

10. <u>Renter's Insurance Requirement:</u>

While we obtain insurance in accordance with reasonable commercial practices, we do not insure your personal property, nor do we insure you against personal liability in the event of damage or injury to or destruction of the Apartment, the Community, its residents, or other persons and property. You are responsible for both your and our monetary damages and reasonable expenses incurred in claims arising from your acts or omissions, or those of your guests or employees.

Therefore, we require that you either:

Option (a): Maintain at your sole expense a standard type of Tenant's or Renter's homeowners insurance policy, or its equivalent, issued by a licensed insurance company of your selection, which provides limits of liability of at least \$100,000 for personal liability and \$10,000 for your personal property; "Woodland Gardens"" MI LLC must be listed" cu'cp"lpgtgugf "r ctv{ "on your declaration page. Your coverage must also include water coverage for negligent resident-ecwugf "damage vo the insured's unit of possession as well as adjacent units damaged due to the insured's negligent actions.

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Option (b): If you choose not to purchase renter's insurance coverage, you must make a Renter's Insurance Opt-Out Monthly Payment as set forth and agreed in the Renter's Insurance Opt-Out Addendum, which is annexed to this Lease.

RENTER'S INSURANCE AGREEMENT FORM - OPTION (a)

I (we) have read and agree to the above Renter's Insurance requirements, and will maintain a Renter's Insurance policy with a minimum of \$100,000 for personal liability and \$10,000 for my personal property, and will cause Beacon Management, The Lightstone Group and their agents, affiliates, partners, principals and subsidiaries, to become "additional insureds" under said policy. I (we) will provide proof of said insurance to the property manager upon procurement, which must take place within 30 days of execution of this Renter's Insurance Agreement. I (we) understand that failure to provide proof of said insurance may be considered a Material Default under the Lease.

Agreed and Understood:

Resident Signature:Lizzie Bailey	Date:
Resident Signature:	Date:
Beacon Management Signature	Date:

RENTER'S INSURANCE OPT-OUT – OPTION (b)

Because you have chosen not to purchase renter's insurance coverage as set forth in Revised Section 10 of the Lease, you must make a Renter's Insurance Opt-Out Monthly Payment as set forth and agreed in this Renter's Insurance Opt-Out Form.

We will use the Opt-Out Monthly Payments to defray the costs of our own liability insurance only. We will not procure renter's insurance for you, and your selection of the Opt-Out Monthly Payments shall not be construed as an obligation on our part to procure Renter's Insurance for you.

Your choice to opt out of the requirement to procure Renter's Insurance does not release you from responsibility for your own or our monetary damages and reasonable expenses incurred in claims arising from your acts or omissions, or those of your guests or employees.

RENTER'S INSURANCE OPT-OUT AGREEMENT

I (we) have read and agree to the above Renter's Insurance requirements, and have chosen to opt out from the requirement of maintaining Renter's Insurance. I understand that my (our) election to opt out of the requirement to procure Renter's Insurance does not release me (us) from responsibility for your or my (our) own monetary damages and reasonable expenses incurred in claims arising from my (our) acts or omissions, or those of my (our) guests or employees.

Accordingly, I (we) agree to make a Renter's Insurance Opt-Out Monthly Payment in the amount of \$10.00, which I (we) will include with my (our) monthly rent payment when it is made in accordance with the terms of this Lease. I (we) understand that failure to make the Opt-Out Payment may be deemed a Material Default of this Lease.

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Resident Signature: _	Lizzie Bailey	Date:
Resident Signature: _		Date:
Beacon Management	Signature:	Date:

Agreed and Understood.

Emergency Evacuation Plan

In the event of a fire in your building please exit the building as calmly as possible and gather in the open court yard. This property map has been marked with x's (X) to highlight the courtyard closest to your apartment.

In the event of tornado or storm warning the safest place to go during the storm is into the basement of your building.



Woodland Gardens Apartments

4805 Woodland Avenue, Royal Oak, Michigan 48073 *Office:* (248) 280-0223 *Fax:* (248) 280-0661 woodlandlease@beaconmanagement.com www.beaconmanagement.com



MANAGEMENT

9/25/2020 4:47:53 PM Lea



RESIDENT CONSENT FOR RELEASE OF PERSONAL PROPERTY AND DEPOSITS/REFUNDS

Apartment #: <u>915209</u>

In case of my death or incapacity I, hereby authorize Beacon Management, its employees or agents to turn over possession of all my belongings, property or possessions found inside my Apartment and any storage area or garage ("Personal Property") to:

Name:	Relationship:		
Address:	Phone #:		
City, State, Zip:	Work Phone #:		
or alternately to:			
Name:	Relationship:		
Address:	Phone #:		
City, State, Zip:	Work Phone #:		

If after thirty (30) days, Beacon Management is unable to contact either of the above designated persons or neither of the designated persons has taken possession of the Personal Property, then I authorize Beacon Management to store the Personal Property at the expense of my estate. After three (3) months of storage, Beacon Management may elect to either: (i) continue to store the Personal Property at the expense of my estate; or (ii) dispose of the Personal Property at the cost of my estate, in accordance with applicable law. I further acknowledge and agree that my security deposit may be applied to cover any such storage and/or disposal costs, and that my estate will pay any balance due to Beacon Management. Any transfer of possession of the Personal Property shall be considered a transfer for safekeeping only pending final disposition of my property by a court or probate authority.

I acknowledge that Beacon Management will refund my security deposit or other refunds ("Deposits/Refunds") only in the resident's name. I further authorize that the balance due me or my estate, in case of death, will be issued to "The Estate of".

I hereby fully release and absolve Beacon Management, its employees or agents of any liability whatsoever, arising out of or caused by their reliance on this release and/or the transfer of possession of my Personal Property or Deposits/Refunds as described above. I further agree that my Estate shall fully indemnify and hold harmless Beacon Management, its employees or agents from any and all claims, costs and expenses arising out of or caused by their reliance on this release and/or the transfer of possession of my Personal Property or Deposits/Refunds as described above.

The release shall be binding upon my heirs, assigns, personal representative, beneficiaries or agents.

Date	Lizzie Bailey	Date
Date		Date
Date		Date

<u>Lease Addendum</u> <u>Tenant Option to Terminate Lease Prior to Lease Expiration Date</u>

You may terminate your lease prior to the expiration date set forth in the lease, upon the following terms:

1) <u>Notice and Timing</u> Management will provide you with a Notice to Vacate form. You must complete the form and turn it in to management no less than 30 days prior to the early lease termination date you choose. The date of such written notification shall hereafter be known as the "notification date". If any portion of the form is not completed properly, management may deem your written notification null and void.

2) <u>Binding Effect</u> Upon turning in the Notice to Vacate form to management, your decision to proceed with early termination of your lease shall be binding upon you and may not be canceled at any time, except by written agreement of both parties. Management will have absolute discretion to reject such cancellation for any reason, or we may require you to pay a cancellation fee.

3) <u>Lease Charges Paid in Full</u> All sums due under the lease as of the notification date must be paid in full. If it is not, management shall have the right to reject your Notice to Vacate. You must ask management for confirmation that your lease account is current.

4) <u>Lease Break Fee</u> You must pay a lease-break fee equal to two month's rent, with \$100 due at the time you submit the Notice to Vacate. The remaining balance must be paid 7 days prior to the move out date. If either payment is missed, management may reject/rescind the early termination of your lease. If you decide to cancel your termination submission, and management approves, the \$100 paid at the time of notification will be kept as a cancellation fee.

5.) <u>Survival at Expiration of Initial Lease Term</u> This addendum shall survive the initial lease and apply to any subsequent lease, lease renewal, or lease extension. If the rental rate increases, the lease-break fee shall increase accordingly.

6) <u>Repayment of Rental Concessions</u> Any rental concessions previously granted within the current lease term, extension term or lease renewal term, must be paid back at least 7 days prior to move out. After notification, no rental concessions shall apply through the early lease termination date.

7) <u>Payment of Rent Through Moveout Date</u> You must pay all sums due under the lease between the notification date and the early lease termination date promptly when due. If your early lease termination date is not at the end of a month, your rent will be prorated for that month based upon the termination date.

8) <u>Move-out by Termination Date</u> You must vacate on or before the early lease termination date, turn in keys to the management office, and complete the moveout form. You are encouraged to schedule in advance a move-out inspection once you know the exact date and time that you expect to complete your move out. If you fail to timely vacate, as noted above, management may deem the early termination canceled, in which case the \$100 paid on the notification date will be deemed a cancellation fee.

9) <u>Noncompliance</u> In the event you do not comply with the foregoing requirements, we may, in our discretion, choose to abide by the terms hereof or rescind and cancel the early termination of the lease. If you move out anyway, we will endeavor to mitigate damages, as required by law, but subject thereto, you will remain liable for all amounts owed under your lease, including additional charges to fulfill the 60 day notice requirement set forth in your lease.

10) <u>Full Compliance</u> Upon compliance by you with this agreement, and only in the event you so comply, the lease will thereupon be deemed terminated effective as of the early lease termination date, and you will thereupon be released from any liability thereafter.

Resident:	Date
Lizzie Bailey	
Resident:	Date
Beacon Management Agent:	Date



PACKAGE ACCEPTANCE WAIVER

In accordance with our commitment to ensure your experience here is pleasant and convenient, we will accept most packages for you in the office that are delivered in your absence from home.

In order to accept your packages you must meet and agree to the following:

- All packages our staff accepts must be picked up from you within 48 hours of delivery or the package may be returned to the sender.
- Our staff will not accept perishable items.
- Beacon Management will not be liable for any damage or theft of any parcels delivered to the office.
- It is your responsibility to notify management in advance of an expected package.

By signing below, all leaseholders acknowledge that they have read and understand our policies on accepting packages. All leaseholders hereby give the office permission to accept their packages in the office, and release the community from any liability regarding damage or theft of any parcels delivered to the office in their absence.

Lizzie Bailey

Date_____

Date_____



UNREGISTERED PET ADDENDUM

I understand that if a pet is discovered in my home without management's knowledge or prior approval, I will be assessed a \$200 unregistered pet fee. I also understand that if this happens, I will be notified in writing and will have 7 days from the date of the notification to either remove the pet from my home or register the pet with the leasing office according to the guidelines and policies of the pet agreement and lease specifications.

Lizzie Bailey	Date
	Date
	Date
	Date
Manager's signature	Date

RESIDENT INFORMATION UDPATE FORM

ADDRESS: 1915 PARMENTER BLV. APT. 209

DATE:_____

	OCCUPANT #1	OCCUPANT #2	OCCUPANT #3	OCCUPANT #4	OCCUPANT #5
FIRST NAME:	Lizzie				
LAST NAME:	Bailey				
BIRTH DATE:					
SEX:					
MARITAL STATUS:					
HOME PHONE:					
CELL PHONE:					
WORK PHONE:					
EMAIL ADDRESS:					
YEARLY INCOME:					
EMPLOYER:					
OCCUPATION:					
PRIMARY LANGUAGE:					
EMERGENCY CONTACT NAME:					
EMERGENCY CONTACT PHONE NUMBER:					

DO YOU OWN ANY PETS? IF SO, PLEASE DESCRIBE THEM. _____

VEHICLE INFORMATION:	CARPORT TAG (if applicable) #:	CARPORT # (if applicable)			
MAKE:	MODEL:	COLOR:	YEAR:	LICENSE PLATE STATE:	LICENSE PLATE #:
MAKE:	MODEL:	COLOR:	YEAR:	LICENSE PLATE STATE:	LICENSE PLATE #: