



THE INDEPENDENT
VICINIA LUXURY LIVING

VIL VIP LEASE AND SERVICE AGREEMENT

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AND RELATED SERVICE 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 A QUALIFIED PERSON.

This Rental and Services Agreement is made between Vicinia Independent Living, LLC., VIL/The Independent, a residential community, (hereinafter referred to as “VIL, The Independent, or the “Community” and: _____ (hereinafter referred to as a “Resident”) VIL and Resident, and the undersigned Responsible Party, on behalf of the Resident, where applicable: Now hereby agree as follows:

1. OCCUPANCY OF SUITE & JOINT LIABILITY

Resident is entitled to occupy Suite number _____ at VIL and will be entitled to use of the common areas and other amenities provided by VIL in accordance with the terms set forth herein, and as VIL may reasonably modify from time to time, for which Residents shall pay rent as part of the total Monthly Rate stated on the total monthly fee and services section. Should this instrument be executed by more than one person acting as or on behalf of Resident(s), then the liability of said individuals hereunder shall be joint and several.

2. PURPOSE

VIL has been designed to provide a pleasant, comfortable, and friendly environment, which enables each individual Resident to maintain his or her optimum level of independence. VIL offers its Suites and services to all qualified persons on a non-discriminatory basis, without regard to race, color, sex, disability, marital status, religion, or national origin.

Resident shall use the suite for personal residence only. Resident is prohibited from using or allowing any use of the suites for any commercial, business, or other purpose including, but not limited to, offering any business solicitation or advertising, without the prior written consent of VIL. VIL reserves the right to deny any request, in its sole discretion.

Resident is prohibited from assigning or subletting the suite or using 3rd party host companies. Advanced written notice of any proposed overnight guests shall be given to VIL. Residents may not have any overnight guests for more than three (3) days, in any one calendar month period, without the prior written consent of VIL. VIL shall have the sole discretion as to whether to consent to any such request.

Resident(s) agree that visiting minor children shall be carefully supervised to ensure the rights of the other residents are respected. Resident(s) and their guests understand that prepaid cards/vouchers must be purchased to use in the dining room. The Community retains the right to force a guest to leave the premises.

Initial _____
Resident

Initial _____
VIL Representative
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3. QUALIFIED RESIDENTS

VIL is available to persons 55 years or older who want the environment and services offered. VIL Requires Resident responsibilities and Code of Conduct is adhered to. VIL is not a licensed nursing home or assisted living facility. VIL is an independent living facility and shall not be responsible for providing nurse care or other assistance to aid Residents in living independently, except as may be required by law. VIL does not supervise each resident's activities or well-being. Each resident may leave the building at any time. Resident acknowledges that VIL has no responsibility to monitor Resident's whereabouts, activities, or well-being. If there is a question on the part of The Community as to the ability of a Resident to meet the requirements during occupancy which may cause the Resident to not follow Code of Conduct, or may endanger himself/herself, others, or property, the Resident will be required to be examined by his/her personal physician or an alternative medical professional approved by The Company. If the examination or the Company determines that the Resident may pose a threat to the health, safety, or welfare of himself/herself, others, or property, the Resident may be immediately evicted by the Landlord. The Company reserves the right to immediately terminate this Agreement and evict Resident from the Suite.

As a courtesy and accommodation for the convenience of Residents, VIL will endeavor to have an optional independent, third-party health care provider available, which the Resident may choose to contract for personal care services. Such health care provider is independent of and not associated with VIL. VIL has no responsibility for any acts or omissions by a care provider, or for Resident's relationship with or the performance of, any care provider. VIL may, at its sole discretion, change the on-site care provider from time to time. Resident may, at his or her discretion, continue to contract with this provider. In the event the Resident chooses to use a third-party provider of his/her own choice, such third-party provider must adhere to all facility rules and regulations.

4. TERM

The Termination is subject to the provisions of the lease. The term shall commence as indicated on page 6 of this lease and continue thereafter from month to month, or annually until terminated by the Resident of VIL, for any or no reason whatsoever, with at least thirty ******(30) days' written notice. However, the Resident's Total Monthly Fee obligations shall continue until the suite is completely vacated, the premises surrendered to VIL, all cable boxes are returned to Spectrum, all keys and key fobs have been returned to the VIL management office, and the 30-day notice has been satisfied. Any personal belongings left behind shall be subject to a disposal fee, We or law officers may remove and or store all property remaining in the suite or in common areas including any vehicles you or any occupant or guest owns or uses. You may provide information for a person for us to contact on your behalf. We may store but have no duty to store property removed after judicial eviction, surrender, or abandonment of the suite. We are not liable for casualty loss, damage, or theft. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**** Residents who are being transferred within the Vicinia Campus, (Vicinia Gardens Assisted Living, Vicinia Gardens Memory Care and Vicinia Gardens Transition) are not held**

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to the 30-day notice requirement if immediate transfer is completed, and new contracts/house rules are signed for the new Vicinia facility.

Rate increases or decreases will be evaluated at the end of the lease agreement (month to month or annually, depending on your individual lease) with a minimum 30-day written notice.

Occupancy and rent payment shall be prorated for move in and move out dates. Resident(s) shall pay a full first month's rent upon move in, which will be applied to the prorated month, and any remaining payment will be applied to the following month. Refunds will be prorated from the date of termination, regardless of if the Resident leaves on or before such date. Unless prohibited by law, Resident agrees VIL may offset such refunds by any amount due under the terms of this agreement.

Abandonment: You have abandoned the apartment when all of the following have occurred: 1. Everyone appears to have moved out 2. Food, clothes, furniture, and personal belongings have been substantially removed in our reasonable judgement 3. You have been in default for non-payment of rent for 15 consecutive days and you have not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned.

5. PAYMENTS AND LATE FEES

The Total Monthly Fee is due on the first (1st) of each month. If payment is not received by the 15th of the month, VIL will charge a \$100.00 administrative fee and issue a "notice to quit". The account will then be handed over to collections. VIL will contact the Resident Representative on the 10th of the month if no payment has been received, to give notice that they will be charged on the 15th. Non-sufficient funds will also be subject to a \$25.00 fee per occurrence or as permitted under state law. Rent may be placed in the Office Drop Box or mailed to the Corporate Office of Vicinia Independent Living, LLC located at 2500 North Road, Suite 103., Fenton MI, 48430.

Resident understands and agrees to be solely responsible for managing his/her relationship with the provider, including issues regarding services, charges for service, and paying for any services. Residents understand that Vicinia key cards are required for payment or proof of inclusiveness in the Dining Area.. Residents who do not participate in the meal plan or guests who would like to purchase services will require cash or credit payments.

6. CONDITION OF SUITE & COMMON AREAS

Resident will take proper care of the Suite, and at the termination of this tenancy. Resident will surrender the Suite and furnishings, if applicable, in the same condition as when received, except for ordinary wear and tear. The resident may not paint, paper or otherwise alter the Suite except as indicated in this agreement. Resident will be responsible for all damage caused to Suite and common areas. VIL will repair the damage at resident's expense, and the cost will be considered additional rent to be paid upon demand by VIL.

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Resident

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7. PAINTING OF SUITE

Resident must submit a Maintenance Request form to paint, wallpaper, or any make any changes to the inside of their suit. The resident will be billed at the current quoted rate per hour plus materials for both changes and restoration prior to work being done, and timing will depend on the availability of VIL's maintenance crew. For security reasons, we do not authorize residents to hire independent contractors for services that VIL can provide, such as maintenance, house cleaning services, internet, cable, or phone providers, etc.

8. ADDITIONAL GRAB BARS

Any resident wishing to install additional grab bars in their bathroom must notify management. Installation of grab bars must be done in-house to ensure code compliance.

The charges for installing them are as follows:

36-inch grab bars	\$100.00 each
24-inch grab bars	\$80.00 each
12-inch grab bars	\$70.00 each

9. RENTER'S INSURANCE

Purchase of a Renter's Insurance policy is mandatory at VIL. This Renter's Insurance Policy must have a minimum coverage of \$100,000 liability coverage as well as \$10,000 contents coverage and must include coverage for water damage and resident will name VIL as additional insured and Loss Payee.

The resident is solely responsible for any money or valuables brought into VIL by the Resident, the Resident's Responsible Party, and/or invitees. VIL is not responsible for the loss, theft or the disappearance of money or valuables. VIL is also not responsible for any damage to its facility, furniture, or fixtures by the misuse, neglect, or intentional harm caused by a resident or resident's invitees or guests.

10. FIRE, OTHER CASUALTY, OR EMINENT DOMAIN

In the event the Suite (or other portions of facility which materially affect the Resident occupancy) should be partially damaged by fire or other casualty, facility will repair such damages with reasonable dispatch. In the event of extensive damage or destruction of the premises, VIL may terminate this Agreement and the Resident's occupancy immediately. If the fire or other casualty was caused by negligence or gross negligence of Resident or the Resident's invitees, the Resident and /or Responsible Party will be liable for all related costs, including but not limited to damages to the common areas and other Suites, and the Resident agrees to indemnify VIL for all costs, liability and damages flowing there from, including, but not limited to attorney's fees and costs. Therefore, we do not allow our residents to use any grills that are not community grills, flammables, or burning candles on the premises at any time. If any part of the Leased Premises is condemned by any governmental authority, then the Lease shall terminate as of the date that possession is taken by governmental authority. All damage awarded for such taking shall be the property of the Community whether such damage shall be awarded as compensation for diminution in value to the Leasehold or to the Premises.

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11. RULES, POLICIES AND GUIDELINES

The management of the facility may, from time to time, issue Rules, Policies and Guidelines pertaining to the conduct and responsibilities for Residents at the facility, the comfort and convenience of Residents, the operation of the facility, and access to the facility by invitees, visitors, guests, or vendors. Resident agrees to observe and be bound by such Rules, Policies and Guidelines as written and revised from time to time. If the resident requires or requests special modifications or revisions to any of the rules, policies, or guidelines, such requests must be in writing and agreed to in writing by a member of VIL's Executive Management.

Resident and Responsible Party acknowledge receipt of and agrees to comply with the Rules, Policies, and Guidelines, a current copy of which is attached to and made a part of this Agreement. Resident further agrees to comply with any such Amendment and revisions to the Rules, Policies and Guidelines, made from time to time and transmitted to Resident according to the Notice provisions set forth in this agreement.

12. RIGHT TO INSPECT

VIL reserves the right to inspect a Resident's suite at any time, including at Move-in, to inspect for potentially hazardous materials that could endanger or inconvenience the health or well-being of the facility, its staff, or other residents. This includes inspection for any type of potential emergency.

13. RIGHT TO ENTER/REPAIR

VIL shall have the right to enter the Suite at reasonable times and upon reasonable notice, to inspect, make necessary repairs, and to perform such other services as facility deems necessary. It is understood and agreed that whenever repairs to be made by The Community shall be delayed because of factors beyond its control, the obligation of the Resident(s) hereunder to pay rent shall not be affected or abated whatsoever, nor shall any claim accrue to the Resident(s) against the Community, or its servants, agents, or employees, by reason thereof. If such repairs cause the suite to be uninhabitable, accommodations will be made within the facility to provide temporary or permanent re housing within VIL where available or resident can be pro-rated for their rent and end their lease.

14. KEYS & PENDANTS

Resident is provided a key to the Suite, Resident's mailbox, and a key card to the building. Resident shall return all keys upon termination of occupancy and will be charged \$25.00 per key in the event of their failure to return all keys and key cards. That said, all unreturned keys and key cards will be charged a fee. Lost keys or key cards that have to be reissued are subject to a \$25.00 replacement fee. Resident is also provided with a pendant by the medical team as needed. Resident shall return the pendant to the medical team upon termination of occupancy and will be charged \$100.00 in the event of their failure to return the pendant. That said, all unreturned pendants will be charged a fee. Lost or damaged pendants that have to be reissued are subject to a \$100.00 replacement fee.

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Resident

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15. EARLY TERMINATION

This Agreement and Resident's occupancy shall terminate prior to the normal expiration of the term in the following circumstances:

- a. Automatically in the event of the Residents death, resident shall remain responsible for all rental fees and payments until the residents' personal possessions are removed from the premises. Possession of the premises are returned to facility management in their original clean condition (except for normal wear and tear) and all keys and key cards, (including copies made), are surrendered to the facility management office. The later of these two dates (possessions removed, keys/fob/pendant returned or a signed statement declaring lost keys/fob/pendant accompanied with appropriate fee) shall be the effective date of termination.
- b. Upon fifteen (15) days' written notice by VIL to Resident or Responsible Party, in the event that Resident fails to comply with the obligations of this Agreement, or the attached Rules, Policies and Guidelines referenced.
- c. Upon seven (7) days' written notice by VIL to the Resident or Responsible Party, in the event of failure to pay all amounts due under this Agreement and/or all amounts due under any Addendum or upon reason to believe Resident is no longer qualified as indicated in section 3 of this document.
- d. If VIL initiates collection efforts, including litigation, to evict the Resident, Responsible Party Resident, or any other party from (and./or regain possession of the unit), or recover amounts owing to VIL by Resident or Responsible Party Resident, Resident and Responsible Party shall be obligated, jointly and severally, to reimburse VIL for all collection costs incurred, paid, or owed by VIL to any debt collector or collection agency (not to exceed 45% of the balance owed to VIL), all reasonable attorney's fees, and all other costs and expenses paid by VIL, or advanced for its benefit, by any party to recover possession and /or payments due to VIL under this agreement.

16. OBLIGATIONS OF RESPONSIBLE PARTY

If this Agreement is signed on behalf of the Resident by a Responsible Party, VIL is entering into the Agreement in reliance on the financial resources and representations of the Responsible Party. The Responsible Party is personally responsible for payment of all amounts owing to VIL in connection with this Agreement, and for compliance with the terms of this Agreement.

17. COMMUNITY FEE

Upon execution of this Agreement, Resident shall pay a one-time, non-refundable \$2,000.00 community fee (minus any fees already collected), to cover the cost of suite turnover, such as paint and nail hole touch ups, and shampooing carpet, as well as maintaining the community's common areas and amenities. This one-time fee does not cover any accidental damage caused by Resident. Residents moving suites within Vicinia Independent Living are charged a one-time, non-refundable payment of \$500.00 to cover administrative fees.

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Resident

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18. GENERAL

This Agreement, including any Addendum, particularly including but not limited to the Rules, Policies and Guidelines, as published, and posted, and revised from time to time, constitutes the entire present understanding of the parties. This Agreement can only be modified or amended by a written Agreement signed by any authorized representative of each party. If the resident makes a payment of a different amount, resident must have a signed written agreement.

The Resident or Responsible Party is not relying upon any warranties or representations, promises or statements made by VIL or any agent of VIL, except as expressly set forth herein.

This Agreement and any Addendum shall be binding upon the parties hereto and their respective heirs and successors in interest.

The Resident agrees for emergency purposes to maintain and update their "File of Life" containing medical and personal information. The "File of Life" must be placed as directed by Community in the Resident's apartment. The "File of Life" will be provided to you upon admission. In cases of emergency when emergency crews are dispatched, your file is also sent along with you to update the medical team on your current health conditions and wishes.

This Agreement and any Addendum are entered into in the State of Michigan and shall be governed by the domestic laws in the State of Michigan. If any term of this Agreement is invalid or unenforceable by reason of any rule or law, this Agreement shall be deemed unenforceable by reason of any rule or law, this Agreement shall be deemed amended to comply with the relevant law or regulation and shall remain in full force and effect.

19. EXERCISE

The Resident, both personally and on behalf of his or her guests, acknowledges that there is a risk of participating in physical activity, programs, or using any exercise or other equipment located at this site. The Resident and all guests accept normal risks related to exercise equipment or program.

20. SMOKING

This facility is a non-smoking facility. It is the responsibility of the Resident to inform all his or her guests of this and that any smoking must be done outside this building and only in designated areas outside the building. Should there be evidence that smoking is occurring within the Resident's Suite, VIL will have the right to terminate this Agreement and charge the Resident \$500.00 to cover the cost of eliminating the smoking odor from the Suite.

21. PETS

A single pet under 35lbs. per Resident is allowed and is the sole responsibility of the Resident (i.e., feeding, walking, grooming, toileting, and maintenance). The Resident is liable for any damages caused by their pet. All repairs for damages and cleanings will be paid for by the Resident. The suite will be inspected for damages and necessary cleanings during routine housekeeping and/or maintenance visits. It is the responsibility of the Resident to

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keep their pet quiet, so they are not disturbing their neighbor's peace and quiet. Any Resident desiring to bring a small pet will be charged a one-time, refundable pet security deposit of \$500.00 at the time of move in and a \$25.00 monthly fee. The pet security deposit will be refunded either in full, as a proration, or not at all, depending on any damages or cleanings not previously paid for by the Resident upon move out. Resident agrees to always keep their pet on a leash and must not tie or chain their pet anywhere outside for a period longer than it takes their pet to relieve itself. Resident will keep pet inoculations and licenses current as required by the County and Municipality in which the facility is located. Proof of such inoculations and licenses shall be provided on a yearly basis to VIL. Guests are allowed to bring pets to "visit" with them and Resident agrees to take responsibility for and adhere to the same policies regarding section 21 of PETS above, (excluding the monthly fee).

22. NO FIREARMS OR OTHER WEAPONS

No firearms, explosives, or weapons of any type are allowed on the premises, including for display in a locked gun cabinet.

23. EVENTS AND ACTIVITIES

The resident, both personally and on behalf of his or her invitees and guests, acknowledges that there are normal risks related to participating in group travel events, social events, and building activities. Resident accepts those risks.

24. OTHER TERMS AND CONDITIONS

Initial _____
Resident

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THE INDEPENDENT
VICINIA LUXURY LIVING

TOTAL MONTHLY FEE & SERVICES

VIL offers the following services as part of the Monthly Fee of:

Base Rate: \$ _____ ☐ Studio ☐ 1-Bed ☐ 2-Bed

1. Daily Brunch and Dinner
2. Daily Activities
3. Group Scheduled Transportation
4. Emergency Call System
5. Bi-Weekly Housekeeping
6. Utilities including Gas, Electricity,
Water, Sewer, and Trash
7. Basic Cable
8. Wireless Internet (limited)

Vicinia Reserves the right to temporarily suspend or terminate any services if Resident Responsibilities/Code of Conduct is not adhered to. See Resident Guide VIL-10 for details.

Resident's occupancy shall begin on (MM/DD/YYYY) _____.

Residents' occupancy rate shall expire on (MM/DD/YYYY) _____ and be subject to our current rates at that time. Monthly leases are subject to rate increases at any time, with a 30-day written notice. Breaking an annual lease will result in a 1 month rent penalty (includes base rate and second-person fee).

(fill in "month to month" in the expiration date section for those without a year lease)

Additionally, VIL offers the following optional services:

Optional Services	YES	NO	Current Rate	Your Rate after any Discounts
Base Rate			\$	
Second Person Fee	☐	☐	\$	
Small Pets	☐	☐	\$25	
Phone Service	☐ Porting? ☐	☐	\$50	
Storage Unit #:	☐	☐	S \$25 P \$40	
Carport #:	☐	☐	\$30	
Reserved Parking #:	☐	☐	\$30	
License Number/Model				
Validate ID and Upload				

Check Applicable Boxes Above (Circle S=Standard or P=Premium, if applicable)

Total Monthly Rate: \$ _____

Initial _____
Resident

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THE INDEPENDENT
VICINIA LUXURY LIVING

Total Monthly Rate (from Page 6):	\$
+ 1x Phone Hookup Fee, if applicable (\$50):	\$
+ Deposit/Community Fee (\$2,000 non-refundable):	\$ Attach Coupon, if applicable
+ 1x Pet Security Deposit, if applicable (\$500):	\$
– Payments Already Made:	\$ Payment Method:_____
Balance Due Today:	\$ Payment Method:_____
Balance Due upon Move In:	\$ Payment Method:_____

Entire Contents of the Rental & Service Agreement, the Balance Due Today, the Resident Guide, and Pre Inspection Checklist must be completed with payment issued in the form of a check, ACH, money order, or cash before document is binding and keys are supplied 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 sending you an itemized list of damages and penalties related there to.

The parties hereby, intending to be legally bound, execute this Agreement as of :_____

Resident/Responsible Party Sign

Resident/Responsible Party Print

Secondary Resident/Responsible Party Sign

Secondary Resident/Responsible Party Print

Designated VIL Rep Sign

Designated VIL Rep Print

Authorized Signers on your behalf (may make changes to your lease and services):

Name:_____ Relationship:_____

Name:_____ Relationship:_____

Paid Referral Service, if applicable:_____ (ex: APFM)

Initial_____
Resident

Initial_____
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THE INDEPENDENT
VICINIA LUXURY LIVING

SEND ALL BILLING/NOTICES TO:

Leave address blank to receive at your Suite, but please include a phone and/or email for billing.

Preferred Billing by Mail* _____ or Email _____

*NOTE that all paper billings will incur a \$5 monthly processing charge.

Name: _____

Address: _____

City/Zip/State: _____

Phone: _____

Email: _____

Address for Notices to VIL:

VIL

C/O Managing Member or Director

4031 Vicinia Way

Fenton, Michigan 48430

NOTES: _____

Office use only: discussion of each and possible interest

Item

Interested in Advanced Medical referral only	
Interested in the Salon-referral only	
Interested in the Medical Team-referral only	
Interested Web MD-referral only	
Input activities to consider:	Check once entered
Scheduled Move in Date/Time/Walk through	
Special Accommodations for move in	
Pet Vaccinations-expiration date and on file	
Renter's Insurance expiration date and on file	
Amount of keys issued	
Resident Guide Signed and on file	
Keys Issued (qty and type):	

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