

RESIDENTIAL LEASE

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 provision of this Agreement, you may want to seek assistance from a lawyer or other qualified person.

LANDLORD:

WITNESSETH That _____ in their capacity as _____ herein designated as _____ LESSOR, LANDLORD, does hereby, this _____ day of _____ in consideration of the rents to be paid, Tenant's representation in Tenant's rental application, covenants and agreements to be performed by the LESSEE, TENANT, let and lease to _____

TENANT(S)

_____ hereinafter designated as the TENANT(S), the following described premises located in [CITY / TOWNSHIP / VILLAGE] of _____ County of _____ State of Michigan.

Legal Description: _____

Address, MORE commonly known as: _____

TERM

For a term beginning the _____ day of _____ and ending the _____ day of _____ to be used and occupied solely by the aforementioned Tenant(s) and by the following named occupants (Name(s): _____

Exclusively for single residential purposes only: If Tenant shall fail to make payment of the rent by the due date for the month when the same is due, or if Tenant shall default in the performance of any other covenants or conditions contained in this Lease, then Landlord may terminate this lease and repossess the premises, whereby the entire remaining unpaid balance of the rent shall be immediately due and payable. The parties acknowledged that under Michigan law, Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any. If the Tenant shall fail or refuse to vacate the premises upon such default, then the Landlord may at any time thereafter resume possession by any lawful means to remove the Tenant or other occupants and their effects, by ejection proceedings or otherwise.

THE TENANT(S) HEREBY HIRES SAID PREMISES FOR THE TERMS AFORESAID AND COVENANTS.

(1) RENT

To pay the Landlord as rental for said premises the sum of: _____ Dollars, (\$ _____) represented by the rent payable over the term of the Lease. Said rent shall be due and payable during the continuance of this Lease in equal monthly installments of _____ Dollars, (\$ _____) in advance on the first day of each month, in lawful United States currency.

(1) RENT {continued}

Where to Send Rent: _____
Or at such place as Landlord may designate from time to time in writing.

Notice to Landlord:

Notices required under the Truth in Renting Act or provided for hereunder shall be sent to _____ at _____ or to such other person and / or address as the Landlord may from time to time in writing supply to the Tenant(s).

(2) SECURITY DEPOSIT

To deposit with the Landlord a Security Deposit in the amount of: _____ Dollars (\$ _____) which shall be held and administered by the Landlord pursuant to Michigan Public Act 348 of 1972, as reflected in a separate notification.

(3) USE
To use and occupy the said premises exclusively for residential purposes and only be the Tenant(s) and Occupants whose names appear herein unless otherwise agreed upon in writing by the Landlord.
(4) GOVERNMENT REGULATIONS
To maintain the premises in accordance with all police, sanitary, and other regulations and restrictions imposed by any government authority and any homeowners association.
(5) GOVERNMENT REGULATIONS continued
To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises to reduce fire hazards and insurance rates, and not permit or allow any rubbish, waste materials, or products to accumulate on the premises.
(6) BANKRUPT
That in the event Tenant(s) is declared a bankrupt or the estate of Tenant(s) passes to a receiver appointed by a court, the Lease shall at option of the Landlord terminate upon thirty (30) days written notice.
(7) ASSIGN
That the Tenant(s) will not assign or transfer this Lease, or hypothecate or mortgage the same or sublet said premises. or any part thereof, without the written consent of the Landlord.
(8) MAINTENANCE
To keep the premises, including the equipment and fixtures of every kind and nature, in good repair during the tem of this Lease, at the expiration thereof to yield and deliver up the same, in like condition as when taken, reasonable wear thereof and damage by the elements expected.
(9) CHARGE TO TENANT
That the Tenant(s) will pay all charges made against or incurred at said premises (exclusive of property taxes and insurance) including but not limited to, telephone, water, sewage, electricity, gas, oil, rubble, and recycling fees.
(10) YARD MAINTENANCE
That the Tenant(s) will at Tenant's own expense during the continuation of the lease maintain the landscaping, including but not limited to fertilizing, weeding, and trimming and Tenant(s) will not remove or rearrange the landscape without prior written consent of the Landlord. Tenant(s) will be responsible for snow removal from walkways. In the event, Tenant fails to do so, Landlord shall have the right, among others, to have the lawn, landscaping and snow removal maintained as aforesaid, and in that event, Tenant shall pay Landlord the cost thereof immediately following receipt of an invoice therefore.
(11) REPAIR EXPENSE
Tenant is solely responsible for maintaining the premises, provided, however, that unless a repair is necessitated by the negligence or intentional misconduct of the Tenant, Tenant shall only be responsible for the first (\$_____)for each repair and/or service call.
(12) ALTERATIONS
That the Tenant(s) will not make any alterations or additions or improvements to said premises, including keys and locks, without prior written consent of the Landlord. Written approval shall not be construed by the Tenant(s) as an assumption of the expense or liabilities therefore by the Landlord nor shall such written approval after the covenants that if Tenant(s) redecorate, Tenant(s) will return the premises to its original decoration at the Tenant's own expense at the termination of the Lease, unless Tenant has secured written consent of the Landlord to the contrary.
(13) SHOW
The Tenant(s) hereby agrees that for a period of thirty (30) days prior to the termination of the Lease Tenant(s) will permit the Landlord to show said premises between the hours 9 a.m. to 9 p.m.
(14) VACATE NOTICE
Tenant shall vacate the premises on the termination date unless the term of the lease has been extended by a written addendum to the Lease or by a new Lease.
(15) PROPERTY
Except as may be provided by law, the Tenant(s) covenants not to hold the Landlord responsible in any manner for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any trespasses.

(16) DAMAGE

If the said premises become wholly untenable through damage or destruction not occasioned by the negligence of the Tenant(s) this Lease shall be void. If partially untenable, the Landlord shall repair the same with a deliberate speed, and the obligation of the Tenant(s) to pay the monthly rental shall continue provided the repairs shall be completed within forty (40) days.

WAIVER OF SUBROGATION: Each party releases the other party from the liability arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the other party, under a policy that permits waiver of liability and waives the insurer's rights of subrogation to the extent of any recovery by the insured party under the policy.

ABANDONED PROPERTY: Any of Tenant's property left in at or about the premises at the time the Tenant vacates the premises shall be deemed to be abandoned by the Tenant and Tenant hereby authorizes Landlord to dispose of same as abandoned property, and charging Tenant disposal fee.

(17) HOLD

The Tenant(s), upon payment of the rental at the time and in the manner aforesaid and upon performing all these covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.

(18) EMINENT DOMAIN

The Landlord and Tenant(s) expressly agree between them that if during the term of this Lease, the premises shall be taken which shall result in a total or partial eviction under the power of Eminent Domain, this Lease shall terminate as of the date of taking. Tenant shall have no right to any payment or compensation in connection with any condemnation of the premises.

(19) HOLDOVER

This Lease shall terminate and the Tenant(s) shall vacate said premises at expiration of the term stated herein, and it is expressly agreed that there shall be no right to hold over, notwithstanding, the Tenant(s) and the Landlord may, prior to the end of said term, enter into a written agreement to extend said term and the covenants herein set forth.

(20) LEAD-BASED DISCLOSURE

Tenant acknowledges, that prior to signing this Lease, Tenant has received a copy of the Lead-Based Paint Disclosure form completed by Landlord on: _____

(21) MORTGAGE

It is expressly agreed that the Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises, or to subsequent owners of said property who may acquire the premises subsequent to the date of execution of this Lease including but not limited to, transfers of ownership by purchase, gift, and inheritance.

(22) PERSONAL PROPERTY

Tenant(s) hereby acknowledges that the personal property _____
_____ listed in Schedule attached hereto, are on the premises and agrees to leave same upon vacating. Return of Property Bond is required on this personal property in the amount of: _____ Dollars (\$_____)

(23) PETS

Tenant(s) hereby agrees that no pets shall be allowed on the premises without the express written consent of the Landlord.

(24) INFORMATION SUPPLIED

The Tenant(s) expressly agrees that any misrepresentation of any facts or information supplied to the Landlord or Landlord's Agent by Tenant(s) upon entering the Lease or during its duration shall constitute a breach of the Lease and shall terminate the Lease at the election of the Landlord.

(25) LIQUOR & DRUGS

The Tenant(s) agrees that drugs or intoxicating liquors will not be sold or manufactured on the premises. The Use of illegal drugs is prohibited.

(26) SECURITY DEPOSIT USE

Is specifically understood that the Security Deposit shall not be considered prepaid rent and shall not be applied by Tenant on the last month's rent.

(27) DESTRUCTION

Premises will be available for inspection upon a 48 hour notice. If Tenant(s) is unduly hard and destructive to property, so that Landlord could show cause for eviction in the professional opinion of Landlord and/or Agent and the Real Estate Agent, lease will be canceled and Tenant will be required to vacate within thirty (30) days of written notification and costs to be borne by the Tenant(s).

(28) TRANSFER

Landlord agrees that in the event Tenant(s) incurs a job transfer, this Lease may be cancelled upon sixty (60) days written notice from Tenant's employer and any expense for release to be borne by Tenant(s). Privilege will be granted Landlord and/or Agents to allow showing of promises to prospective tenants.

(29) TERMINATION OF LEASE

Michigan law provides that a tenant who has occupied a rental unit for more than thirteen (13) months may terminate a lease by a sixty (60) day written notice to the landlord if one of the following occurs: (a) the 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 (b) the Tenant becomes incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

(30) COMMISSION

Landlord agrees to pay Broker a commission of _____ for Lease. Further, in the event this property is offered for sale. Tenant(s) has first right to refusal to purchase it fit a price to be determined at that time and the Landlord/Seller will pay a commission of _____. This Lease is a contract negotiated cooperatively by and through: _____ and _____ licensed Brokers.

(31) AGREEMENT

This Agreement constitutes the entire Agreement between the Landlord and Tenant and shall inure to the benefit of and bind the parties hereto and their respective heir, legal representations, successors, assigns, and third parties claiming under the contract between Landlord and Tenant. All oral discussions, proposals, negotiations and representations made and had prior to the execution of the Agreement, shall be considered merged herein and of no further effect. If two or more persons execute this Agreement as Landlord and/or Tenant. Their obligation hereunder shall be joint and several.

(32) LATE CHARGES AND RETURN CHECK CHARGE:

Tenant shall pay a late charge of \$_____ if the monthly installment of rent is not received by the Landlord on the due date and an additional charge, of \$_____ if the monthly installment of rent is not received by the Landlord by the _____ day of the month in which it is due. Tenant shall also pay Landlord a \$_____ processing charge for any check of the Tenant's which is returned because of insufficient funds, a closed account, or any other similar cause. In the event that Tenant's check is returned because of insufficient funds, a close account, or any similar cause, the Landlord shall have the right to require Tenant to pay the monthly installment of rent by cash, money order, certified check, or cashier's check. Such rent shall not be considered paid until it is actually received by the Landlord.

(33) CHRONIC LATE PAYMENT OF RENT:

Rent is due on the date mentioned in this lease, and notwithstanding Paragraph 32, at the LANDLORD'S option, the LANDLORD may either terminate this lease because TENANT(S) are chronically late with the rent payments or increase the rent in the amount of \$_____ per month. Chronic late payment is defined as paying rent after the due date on three or more occasions during this lease; rent is not considered paid until it is received by the LANDLORD.

(34) LANDLORD CERTIFICATION

Landlord certifies that they (he/she) are Owners of the subject property and they are current in all property taxes and underlying mortgage payments on the subject property. Owners will also bring current all outstanding association fees prior to Tenant(s) occupancy. Owners certify that they are not in foreclosure with or have been given notice of foreclosure of the subject property and further agree to keep current all mortgage, tax and association payments on the subject property during the term of this lease or of any extension thereof.

(35) OTHER

IN THE PRESENCE OF:	TENANT(S): SIGN & DATE
IN THE PRESENCE OF:	LANDLORD: SIGN & DATE

ADDENDUM TO LEASE AGREEMENT

SMOKE DETECTOR

Tenant(s) and Landlord mutually agree as follows:

1. Tenant(s) is leasing from Landlord or Landlord's Agent the premises located at:

2. This agreement is an addendum and part of the lease agreement and/or any lease renewals or extensions relating to the premises.

3. The premises include one or more smoke detectors.

4. It is agreed that Tenants(s) will test the smoke detector within twenty four hours after occupancy and inform Landlord or Landlord's Agent immediately if detector(s) is not working properly. Tenant(s) understands that in order to test the smoke detector, it is necessary to push the "push to test" button on the detector for about five seconds. To be operating properly, the alarm will sound when the button is pushed.

5. It is further agreed that the Tenant(s) will be responsible for testing the smoke detector(s) at least once a week. If there is no sound after performing the test and the batteries have been replaced, Tenant(s) agrees to inform Landlord or Landlord's Agent immediately in writing of any defects.

6. Tenant(s) understands that if said smoke detector(s) are battery operated, it should be the Tenant(s) responsibility to insure that the battery is in operating condition at all times. If after replacing the battery, smoke detector(s) will not operate, Tenant(s) must inform Landlord or Landlord's Agent in writing.

Tenant(s):

Landlord or Landlord's Agent:

Date: _____
