

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is entered into as of the _____ day of _____, _____, by and between _____ ("Landlord") and _____ ("Tenant").

Authorized Occupants: _____

In consideration of the mutual covenants of this Lease and other good and valuable consideration, Landlord and Tenant agree as follows:

1. DESCRIPTION OF PREMISES AND TERM: In exchange for the rent and other promises of Tenant expressed in this Lease, Landlord agrees to rent to Tenant the premises known as _____, Michigan _____ ("the premises") for a term beginning on _____, _____ and ending on _____, _____, unless terminated sooner in accordance with this Lease.

2. RENTAL RATE: Tenant agrees to pay to Landlord a total of \$ _____ in rent, paid in advance in monthly installments. A first installment of \$ _____ is due on _____, _____. Each succeeding installment of \$ _____ is due on the first day of each consecutive month, commencing on _____, _____. Rent shall be paid to Landlord at: **Jack's Hardware, 740 Packard Rd, Ann Arbor, MI 48104.** There will be a late fee of \$5.00 per day for every day rent is received by Landlord after its due date.

3. SECURITY DEPOSIT: Tenant further agrees to pay a security deposit of \$ _____ in advance to be held by Landlord. This security deposit may be used to reimburse Landlord for actual damages to the rental unit or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of the premises, and to pay Landlord for all rent in arrearage under this Lease, rent due for premature termination of this Lease by Tenant, and for utility bills not paid by Tenant. This security deposit will be deposited at the following regulated financial institution:

Ann Arbor Commerce Bank
Ann Arbor, MI 48104

2950 South State Street
Ann Arbor, MI 48104

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 THE PENALTIES ADHERENT TO THAT FAILURE.

The Landlord's name and address for receipt of communications under the Michigan Security Deposit Act, MCL 554.603 is:

740 Packard Rd.
Ann Arbor, MI 48104

Move-In/Move-Out Checklists: Landlord shall provide Tenant with two (2) blank Move-In/Move-Out Checklists when Tenant moves in. Tenant shall note the condition of the premises and return one copy of the checklist to Landlord within seven (7) days.

4. ADDITIONAL CHARGES:

- (A) **APPLICATION FEE:** Tenant agrees to pay Landlord a one-time, non-refundable application fee of \$35.00.
- (B) **KEYS:** Upon termination of this Lease, Tenant shall return all keys to the premises to Landlord. Tenant's failure to return keys will result in a \$25.00 charge to Tenant. Tenant will also be charged and obligated to pay \$25.00 for any lost keys during the Lease term, and \$25.00 each time Tenant or any authorized occupant needs to be let into Tenant's apartment. Tenant shall not alter or install a new lock on any door to the premises without Landlord's written consent.
- (C) **DISHONORED CHECKS:** Dishonored checks will result in Tenant being charged \$35.00. Additional charges not paid will be added to the next month's rent.

5. USE AND OCCUPANCY: Tenant agrees that the premises shall be used for residential purposes only. Tenant agrees to use the premises in accord with all applicable regulations imposed by any governmental authority; to observe all reasonable regulations and requirements of any insurance company concerning the use and condition of the premises; to not permit any rubbish, waste, flammable liquids or explosives to be stored on the premises; and to not interfere with the lawful use of the building by Landlord or other residents. Tenant agrees to return the premises to Landlord at the expiration of this Lease in the same condition as when taken, reasonable wear and tear excepted.

6. REPAIRS: Landlord represents that the premises are fit for residential use. Landlord will maintain the premises in compliance with all applicable regulations imposed by any governmental authority. Landlord agrees to make all necessary repairs to the leased premises promptly after receipt of written notice from Tenant of the need for repairs and Landlord's failure to do so shall constitute a material breach of this Lease. Repairs necessitated by Tenant or Tenant's guests will be made by Landlord but paid for by Tenant with the next rental payment due after receipt of Landlord's written demand for payment.

7. UTILITIES: Landlord shall provide, at the Landlord's sole cost and expense _____ Resident shall furnish and pay for _____. Resident agrees to keep all utilities' he/she is-responsible for paid in full, turned on and no interrupted service until the Landlord regains physical possession and the keys to the residence. Resident is responsible for any damages caused by a turn-off request or non-payment.

8. FURNISHINGS & CONDITIONS: The premises are rented as unfurnished. Tenant accepts the premises in its condition at commencement of the Lease Term and acknowledges that Landlord has made no representation.

9. JOINT AND SEVERAL OBLIGATION: Tenant and/or all occupants who are not minors are jointly and severally liable for all obligations of this Lease. If one Tenant or occupant fails to pay rent, one occupant or any number of other Tenants and/or occupants may be held liable for the entire unpaid obligation. The defaulting Tenant or occupant may remain liable to the other Tenants or occupants for that unpaid obligation.

10. DAMAGE TO TENANT'S PROPERTY: Landlord shall not be responsible for any theft, damage, loss or destruction of Tenant's property, unless such damage is caused by Landlord's negligence or failure to maintain the premises as required by this Lease. Landlord is not responsible for insuring personal property and Tenant is encouraged to insure personal property.

11. QUIET ENJOYMENT: Tenant shall be entitled to the quiet enjoyment of the premises during the term of this Lease, provided Tenant is in full compliance with the terms of this Lease.

12. Initial the box that applies to this Lease:

NO HOLDING OVER ALLOWED: Tenant must vacate the premises on or before the ending date of the Lease term, and Landlord shall not be required to give Tenant any additional notice to timely vacate the premises. If Tenant fails to timely vacate the premises, Landlord may immediately file a Complaint for Eviction in the appropriate district court.

HOLDING OVER ALLOWED: If Landlord has not requested that Tenant vacate the premises, and Tenant holds over at the expiration of the Lease term, the tenancy shall thereafter be from month-to-month in the absence of a written agreement to the contrary. If Tenant does not wish for this Lease to continue on a month-to-month tenancy after expiration of the initial Lease term, Tenant must notify Landlord in writing at least thirty (30) days, but not more than ninety (90) days, before the expiration of the initial Lease term. In the event of a month-to-month tenancy, Tenant shall pay a monthly rental rate equal to 110% of the rental rate for the original Lease term.

13. **DEFAULT:** Tenant shall be in default and Landlord may recover possession of the premises by summary proceedings in the following cases:

(A) If Tenant fails to timely pay rent or any other sum due under this Lease;

(B) If a health hazard or extensive and continuing physical injury to the premises exists;

(C) If Tenant, a member of Tenant's household, or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the premises. "Controlled Substance" means a substance or a counterfeit substance classified in Schedule 1, 2, or 3 under to MCLA 333.7211 through MCLA 333.7216;

(D) If Tenant breaches any other provision of this Lease, including the Rules and Regulations attached hereto;

(E) If Tenant submits three (3) or more payments after the date on which they are due.

14. **APPLICATION OF PAYMENTS:** Money received from Tenant by Landlord shall be applied first to any dishonored check fees, second to maintenance and repair costs and lost key or lock-out charges, third to outstanding fees and court costs legally chargeable to Tenant, fourth to any outstanding utility and repair bills that are the responsibility of Tenant, fifth to any late fees, deposits or portions thereof due from Tenant, and sixth to rent.

15. **APPLICATION FOR RESIDENCY:** Tenant acknowledges that Landlord has entered into this Lease in reliance upon the representations made by Tenant in Tenant's Application for Residency, which is hereby incorporated by reference into this Lease, and Tenant represents that the information contained in the Application for Residency is true and accurate. Tenant further acknowledges that any false or misleading representations or omissions from Tenant's Application for Residency shall be considered grounds for eviction and a claim of fraud and exemplary damages by Landlord.

16. **RULES AND REGULATIONS:** Tenant shall comply with all of the attached rules and regulations governing the premises.

17. **HOLD HARMLESS:** Tenant hereby agrees, for Tenant's self, heirs, and personal representatives, to indemnify and hold harmless Landlord, its owners, employees, successors, and agents, for and against any and all claims, demands, or lawsuits for injuries to person or property resulting from the acts or omissions of Tenant or Tenant's guests or invitees. Tenant is encouraged to carry liability insurance.

18. **FIRE - EMINENT DOMAIN:** In case the premises, or any part thereof, shall be rendered uninhabitable by fire or other casualty, or taken by the power of eminent domain, or other similar governmental power, Landlord may, at Landlord's option, terminate this Lease or repair said premises within thirty (30) days; and failing to do so, the term hereby created and the obligations of the parties hereto shall cease and terminate. If Tenant cannot use and occupy the premises without substantial inconvenience during the period of repairs, there shall be a reduction in rent proportionate to the time the premises cannot be occupied during such repairs.
19. **SEVERABILITY:** If a clause of this Lease is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this Lease.
20. **ASSIGNMENT:** Tenant agrees not to lease, sublet or assign any part of the above-described premises without the advance written consent of Landlord. In the event of Landlord's consent, Tenant and any guarantors of this Lease shall remain liable to Landlord for any amounts due but not paid by the subtenant or assignee.
21. **ALTERATIONS:** Tenant shall make no alterations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by licensed contractors in accordance with workmanship and quality standards approved in writing in advance by Landlord. All alterations, additions or improvements to the premises made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises at the end of the term hereof.
22. **REMEDIES NOT EXCLUSIVE:** It is agreed that all the rights, remedies and benefits provided by this Lease shall be separate and independent of each other, and shall not be exclusive of any other rights, remedies and benefits allowed by law.
23. **NOTICES:** All notices to be given hereunder by either party shall be in writing and given by personal delivery to Landlord or Tenant, or shall be sent by United States Post Office, addressed to the party intended to be notified, at the post office address of such party last known to the party giving notice, and notice given as aforesaid shall be sufficient service thereof, and shall be deemed given as of the date when deposited in any post office box regularly maintained by the United States Post Office with full address properly placed thereon, and with full postage prepaid.
24. **EARLY TERMINATION OF LEASE:** If you have occupied the premises for more than 13 months, you may terminate this Lease by a 60-day written notice to Landlord if one of the following occurs:
 - (A) You become eligible during the Lease term to take possession of a subsidized rental unit in senior citizen housing and provide Landlord with written proof of that eligibility; or
 - (B) You become incapable during the Lease term of living independently, as certified by a physician in a notarized statement.
25. **GUARANTY:** In the event that this Lease is signed by a Guarantor, The Guarantor shall pay all delinquent sums due to Landlord pursuant to this Lease within ten (10) days' written notice thereof, and Landlord may seek payment in full of said amounts from Guarantor without first exhausting all legal remedies against Tenant(s) or occupants.

26. LEAD-BASED PAINT DISCLOSURE:

TO BE COMPLETED IF THE PREMISES WAS BUILT PRIOR TO 1978

LEAD WARNING STATEMENT

Every renter of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the lessor's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to leasing.

(Check whichever applies).

_____ Landlord knows that lead-based paint and/or lead-based paint hazards are present in the housing being leased by tenant(s) and has provided tenant(s) with the following records and reports pertaining to same, which constitute all said records and reports:

_____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards being present in the housing being leased by tenant(s) and has no reports or records pertaining to same.

If the premises was built prior to 1978, Tenant(s) acknowledges that, prior to signing this Lease, Tenant(s) received from Landlord, and reviewed the following:

- (A) "Protect Your Family From Lead in Your Home" published by the United States Environmental Protection Agency;
- (B) Any and all records and reports as described above which pertain to lead-based paint and/or lead-based paint hazards present in the housing being leased by Tenant(s).

