

"217 N. State, LLC"

P.O. Box 764
Saline, MI 48176
sehill1@comcast.net

HOUSE RENTAL APPLICATION

Property Address: _____

Full Name: _____

Birthdate: _____

Social Security #: _____

Driver License #: _____

Cell Phone: _____

Email Address: _____

Current Address: _____

Home Address: _____

Home Telephone: _____

Emergency Contact / Phone#: _____

Graduation Year: _____

“217 N. State, LLC”

P.O. Box 764
Saline, MI 48176
sehill1@comcast.net

Dear Parent or Guardian,

Your son/daughter has applied to lease a home in Ann Arbor through “217 N. State, LLC”. Because your son/daughter is a student and is not employed full-time, the Lease Surety Agreement below is required by the lease. All sections of the form must be filled out to be in compliance with our lease.

Thank you - “217 N. State, LLC”.

LEASE SURETY AGREEMENT

This Surety Agreement is now attached to and made part of the lease agreement dated _____

For the property located at _____, Ann Arbor, MI 48104.

I, the undersigned (“SURETY”), am the parent, guardian, or other responsible party for _____ (“LESSEE”). In consideration of the mutual promises contained herein, the parties agree as follows:

Surety agrees to stand and serve as surety for Lessee relative to Lessee’s pro rata share of rent and damages arising under the Lease Agreement and or any subsequent modifications, extensions or renewals. Surety agrees to pay the Lessee’s pro rata share of rent/damages within 15 days of receiving written notice from “217 N. State, LLC”. Notice is sufficient if sent to the address listed below, or such other address that Surety provides to “217 N. State, LLC” in writing.

Notwithstanding the provision for joint and several liability in the Lease Agreement, “217 N. State, LLC” agrees that Surety’s liability is limited to Lessee’s pro rata share of the total rent and damages. Lessee’s pro rata share shall be defined as a fraction equal to one divided by the total number of lessees who signed the original Lease Agreement.

Surety signature

Date

Surety Information

Name (print) _____

Address _____

Date of Birth _____ Driver’s License # & State, or SS# _____

Home Phone _____ Cell Phone _____

Email Address _____

If any information on this form is missing it is considered invalid.

LEASE AGREEMENT

"217 N. State, LLC" (hereafter Landlord) rents: 219 N. State #B, Ann Arbor, MI 48104 to

(hereafter Tenants) and Tenants will pay reasonable rent for the premises.

***Housing Occupancy: 2 Individuals.**

1. **DESCRIPTION AND CONDITION.** Landlord rents to Tenants the dwelling located at 219 N. State #B, Ann Arbor, (the Premises). The premises are furnished. Tenants will receive a move-in inventory checklist at move-in. The Premises are conclusively presumed to be in good condition at move-in, unless Tenants specify objections on that list and return a completed copy of it to Landlord within seven (7) days after receiving the list. The move-in inventory checklist is not a request for repairs.
2. **TERM AND POSSESSION.** This lease begins on September 1, 2013 @ 12:00 p.m. and runs through August 17, 2014 @ 12:00 p.m. Possession will not be provided until the first month's rent, Security Deposit, and preparation fee are paid. If the Premises are not ready on the date this lease commences, the sole damage for which Landlord shall be liable to Tenants is the full abatement of Tenants' prorated rent from the date this lease commences to the date the Premises are ready for occupancy, which date is at Landlord's exclusive determination. If none of the Tenants takes possession on the day it is to be provided, and if Tenants have not given Landlord written notice that they will take possession on a later day, Landlord may presume conclusively that Tenants have abandoned the Premises and re-rent them.
3. **RENT.** Tenants shall pay Landlord total rent for the term of \$9,300.00. Rent shall be paid in equal monthly installments of \$775.00, due on the first of each month, beginning with the second month (first month collected at lease signing). Landlord can require installments to be paid with certified funds or money orders and in a single payment. Rent is paid only when actually received by Landlord.
4. **PLACE OF PAYMENT AND NOTICES.** Notices to Tenants shall be delivered to the premises or emailed. Payment of rent or other charges due from Tenants and notices to Landlord shall be delivered or sent to: 217 N. State, LLC, P.O. Box 764, Saline, MI 48176. Notices required by this lease or by law shall be in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States mailbox.
5. **APPLICATION OF MONEY FROM TENANTS.** Money received by Landlord from Tenants or in their behalf shall be applied to Tenants' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; sixth to rent. Restrictive endorsements on a check or statements in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.
6. **DEFAULT AND REMEDIES.** Tenants' noncompliance with any covenant of this lease is a Default. If Tenants default, Landlord may have all remedies legally permitted, including termination of this tenancy. Landlord, upon written notice to Tenants, also may cancel any renewal, lease extension, or lease for a future term that Landlord and Tenants have executed. Tenants shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable in such actions and for all damages caused by their default, including costs of re-renting the Premises and all rent for the remainder of the term and succeeding terms that Landlord does not collect through mitigation. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them prior to Tenants' Premises. From the date of execution, time is of the essence of this lease.
7. **LATE FEES AND DISHONORED CHECKS.** Tenants shall pay a late fee to Landlord of \$50.00 for rent that is 3 days late, and Tenants shall pay an additional late fee of \$5.00/day for rent that is 4 days late or more. Partial payment of a month's rent does not abate late fees. In addition to late fees, Tenants shall owe Landlord \$50.00 for any check to Landlord that is dishonored.

- 8. **CHRONIC LATE PAYMENT OF RENT.** Rent is due on the first of each month, and notwithstanding Paragraph 8, Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions during this lease.
- 9. **SECURITY DEPOSIT.** Tenants shall pay a security deposit of **\$1,162.50** before receiving possession. The deposit, or any portion of it that is returned, shall be returned in a check, payable to all Tenants, or may be returned entirely to one Tenant if all other Tenants have so authorized Landlord in writing. Security Deposit Act communications shall be addressed to Landlord at the address in paragraph 4. Tenants may not elect to use the deposit for rent. The name and address of the financial institution where your deposit will be held is:
TCF Bank, Saline, MI 48176
- 10. **NONREFUNDABLE PREPARATION FEE.** Tenants shall pay a nonrefundable Preparation Fee of **\$ 0** before receiving possession.
- 11. **KEYS.** Landlord may retain a key to the Premises throughout the lease. Tenants shall not change the locks without Landlord's prior written consent, and Tenants shall immediately provide Landlord with a key to any new lock if the locks are changed. Landlord may charge Tenants a reasonable amount for replacing lost keys and for assisting Tenants in gaining entry.
 - A. Lock replacement \$50.00.
 - B. Key replacement after hours \$50.00.
 - C. Key replacement during business hours \$25.00.
- 12. **ENTRY BY LANDLORD.** Landlord or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the building, and to show the Premises for sale or lease. Except during an actual or apparent emergency, all entries shall be made during reasonable hours; and Landlord shall make reasonable efforts to inform Tenants of its intention to enter and shall attempt to establish a mutually acceptable time.
- 13. **MAINTENANCE.** Tenants shall use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. Tenants also shall maintain the Premises in a neat and orderly manner. Tenants will observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates. Tenants shall pay for the repair of all damage to the Premises and structure of which they are a part, including fire and flood damage, caused by Tenants, their guests or invitees; they shall reimburse Landlord for all permit, inspection, and certification costs it incurs because of their noncompliance with this lease or applicable laws; and they shall reimburse Landlord for all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Tenants will pay for all damages and repair costs resulting from any sewer back which is either fully or partially caused in any way by tampons, rags, baby wipes, paper towels, or other non-flushable items. Nothing in this clause shall waive or lessen Landlord's obligation to maintain and repair the Premises under Michigan law, but Landlord is not liable for any loss that accrues to Tenants because of Landlord's actions in reasonably fulfilling its obligations hereunder.
- 14. **HOLD HARMLESS.** Tenants agree for themselves, their heirs, and personal representatives, to hold Landlord harmless from all damages, loss, including lost rents, or liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them.
- 15. **INSURANCE.** Landlord and its agents are not responsible for theft of personal property of Tenants, their guests or invitees; or for damage, loss, or destruction of personal property of Tenants, their guests or invitees, from any cause, including acts or omissions of third parties, unless caused by Landlord's failure to perform or negligent performance of a duty imposed by law.

Tenants must have renter's insurance during their lease term. A copy of the insurance policy will be due before move-in.

Tenant initials: _____

- 16. **ALTERATIONS.** Alterations to the Premises without Landlord's prior written consent are prohibited. Landlord is not liable to reimburse Tenants for any alteration, unless agreed in writing. Alterations are the property of Landlord. Upon lease expiration or earlier termination, however, Landlord may designate, in writing, alterations it wishes to have removed, and Tenants, at their expense, shall remove them promptly and repair any damage caused thereby.
- 16. **RETURN OF PREMISES.** Tenants shall return the Premises at the expiration of the term (or earlier termination) in as

good a condition as when received, reasonable wear and tear accepted. Early surrender of the Premises, including surrender accepted in writing, shall not extinguish any of Tenants' obligations to perform under this lease, including payment of all rent reserved.

17. **AMENDMENT.** This lease may be amended in writing only, signed by all parties.
18. **CAPTIONS.** Paragraph captions are solely to assist with identification. They are of no legal significance.
19. **WAIVER.** Failure by Landlord to enforce a provision of this lease on one (1) or more occasions is not a continuing waiver of Landlord's right to enforce the provision.
20. **SEVERABILITY.** A court ruling that a clause of this lease is invalid, or the parties' written agreement that they no longer shall observe one or more lease provisions, shall not invalidate any other clauses of this lease.
21. **PETS.** No pets are allowed in the Premises at any time. Leasing office must approve all animals. If an unapproved animal is found at the premises the following actions will take place.
 - A. Landlord will charge an additional \$300.00 rental increase going retroactive from the start of the lease.
 - B. Landlord can or may evict tenants from the house.
 - C. All animal damage will be charged to the tenant.
22. **SUCCESSORS BOUND.** The heirs, successors, assigns, and representatives of Landlord and Tenants shall be bound by the covenants of this lease.
23. **USE AND QUIET ENJOYMENT.** Tenants shall comply with all applicable laws and ordinances; use the Premises for residential purposes only; and refrain from all conduct that unreasonably disturbs each other, other Tenants or neighbors of the building. No business of any sort shall be located in or conducted from the Premises. Tenants shall be entitled to the quiet enjoyment of the Premises throughout this lease so long as they comply with its covenants.
24. **JOINT AND SEVERAL LIABILITIES.** When there is more than one Tenant on the lease, each tenant is jointly and severally liable for its full performance.
25. **UNTENANTABILITY.** If the Premises become wholly untenable because of fire or other casualty, Landlord may cancel this lease by notifying Tenants in writing, and Tenants shall surrender the Premises to Landlord. If for the same reasons the Premises become partially untenable, or wholly untenable without Landlord canceling the lease, Landlord shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are untenable, unless the untenability is caused by negligence or intentional misconduct of Tenants, their guests or invitees, in which case rent shall not abate. Landlord is not liable for failure to repair until Tenants have notified Landlord of the need for repair and a reasonable time to make the repair has passed thereafter. If 50% or more of the Premises are untenable, the Premises are "wholly untenable".
26. **ASSIGNMENT, SUBLETTING, AND OCCUPANCY.** Tenants shall not assign this lease or sublet the Premises, or any part thereof, without prior written permission of Landlord, which shall not be denied unreasonably. Only those listed herein as Tenants/occupants may occupy the Premises. Landlord may evaluate proposed assignees and subtenants as it would evaluate prospective Tenants, including whether they are acceptable to remaining prime Tenants.
27. **ABANDONMENT.** If during this lease, Landlord believes in good faith that Tenants have abandoned the Premises and current rent is unpaid, Landlord may re-enter the Premises and remove the remaining possessions of Tenants without liability therefore. Abandonment is conclusively presumed if rent is unpaid for fifteen days following the due date and (1) a substantial portion of Tenants' possessions have been removed or (2) acquaintances of Tenants or other reliable sources indicate to Landlord that Tenants have left without intending to re-occupy the Premises. If Tenants abandon or surrender the Premises at anytime and leave personal property there, Landlord may dispose of it however Landlord chooses, and Tenants shall reimburse Landlord for all costs incurred in that regard.
28. **HOLDING OVER.** Tenants shall vacate the Premises on or before the expiration date of the lease. If Tenants retain possession thereafter without Landlord's written permission, Landlord has thirty (30) days from the last day of the lease to sue Tenants for possession under section .5714 (1)(C)(2) of the Michigan Summary Proceedings Act (Holding over after lease expires). If suit is not begun within that time, the tenancy shall continue on a month-to-month basis from the date the lease expires, and all other covenants of the lease shall remain in full force and effect. Rent, however, shall increase by twenty percent (20%), beginning on the first day after lease expiration, regardless of

whether suit is brought. Acceptance of money by Landlord from Tenants during the thirty (30) days following expiration of the lease does not waive Landlord's right to seek possession as described in this paragraph, and Tenants shall compensate Landlord for all damages caused by their unauthorized holdover.

29. **LIMITED CANCELLATION RIGHTS.** A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to Landlord if: (i) Tenant has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof; or (ii) Tenant has become incapable during the term of living independently, as certified by a physician in a notarized statement. Election to cancel under this paragraph is limited to the Tenant to whom the foregoing applies, and the lease continues in full force and effect for remaining Tenants.

30. **ILLEGAL SUBSTANCES.** On 24 hours written notice, Landlord may terminate this tenancy if tenant, a member of tenant's household, or other person under tenant's control, unlawfully manufactures, delivers, possesses, or possesses with intent to deliver, a controlled substance on the leased premises. Tenants shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable, and for all damages caused by their default, including costs of re-renting the Premises and all rent for the remainder of the lease term, and succeeding terms that Landlord does not collect through mitigation. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenants' Premises. From the date of execution, time is of the essence of this Lease. If Landlord terminates this tenancy, the Landlord may cancel, by written notice, any renewal, lease extension, or lease for a future term that Landlord and Tenants have executed.

31. **GARBAGE & RECYCLING.** Tenants are responsible for taking their garbage and recyclables out to the curb each week for city pick-up. To find out when your city pick-up is please call (734) 994-2666. Tenants shall make separate and prompt hauling arrangements for excessive garbage pick-up and for removal of furniture belonging to Tenants. Except for the day of pick-up, these items will not be stored in the yard, porches, patio, walkway, driveway or lawn extension of the property. **Any garbage tickets received during the term of the lease are the responsibility of the tenants to pay.**

32. **PARTY TRASH/ PARTY TRASH TICKETS.** There shall be zero tolerance for party trash left in the yard. If you have a party and debris is left over, the Landlord will clean the mess without warning tenants at the cost of \$70.00 per man-hour. This charge will be due in your next months rent. It is the tenants' responsibility to keep their yard tidy and clean at all times.

If tenants receive a party trash ticket during the course of their lease it is the tenants responsibility to pay the ticket at the courthouse. If the Landlord has to pay your ticket you shall be charged an additional \$100.00 on top of the ticket cost. If a Landlord's representative has to go to court over your party trash ticket violations we charge \$200/hour.

33. **FURNITURE.** No interior furniture such as tables, lamps, couches; chairs and beds shall ever be placed outside of the premises, even temporarily. "Outside" includes exterior porches, patios, and balconies. Nothing, including furniture, will be stored or used on roofs. No waterbeds are allowed. **It is understood the landlord will haul away any "inside furniture" found outside without warning and tenants will be responsible for costs.**

34. **SMOKE DETECTORS.** Landlord will provide working smoke detectors throughout the property. Tenants are not to take batteries out of smoke detectors. Tenants will notify Landlord if a smoke detector becomes inoperable. If the Landlord finds smoke detectors disconnected or not properly secured to the ceiling tenants face a fine of \$125.00.

35. **ROOF(S)/FIRE ESCAPES. ROOFS/FIRE ESCAPES ARE NOT RECREATION OR STORAGE AREAS. TENANTS AND GUESTS ARE NOT TO GO ONTO THE ROOF(S)/ FIRE ESCAPES UNLESS THERE IS AN EMERGENCY. TENANTS ARE RESPONSIBLE FOR ALL DAMAGE OCCURRED WHILE ON ROOF(S). FIRE ESCAPES ARE FOR EMERGENCIES ONLY.**

If tenant violates this clause the following action will take place. Landlord will take picture of the offense and will email it to tenant, parent guarantees and insurance company. Landlord will then mandate a house meeting with tenants and parental guarantees to discuss the violation.

If any items are found on roof(s)/fire escapes tenants will be charged for removal of items.

TENANT INITIALS:

- 36. **FLAMMABLES.** Tenants will not store or use combustible items by appliances, on exterior porches, or roofs. Grills may be used only in yards, on walkways, never porches or balconies. Grills may not be stored on porches. No Kerosene heaters are to be used in units. No tiki torches are to be used in or around the premises.
- 37. **FIREWORKS. FIREWORKS ARE NOT PERMITTED ON THE PREMISES, WALKWAYS, PATIOS, ETC.**
- 38. **EXCESSIVE ELECTRONIC PIECES.** The Landlord allows for individual refrigerators, notebook computers, stereos, etc., in the unit. If power begins to surge in the unit excessive electronic equipment must be unplugged and not used. Landlord is not responsible for overloaded circuits in the premises due to tenant's belongings.
- 39. **PORTABLE AIR CONDITIONERS.** Landlord prior to installation must approve portable air conditioning units and they must be professionally installed, at tenant's expense. If the air conditioner surges power in the house tenant's must abandon use. Tenants are responsible for all damaged caused air conditioner units.
- 40. **LANDSCAPING/SNOW REMOVAL.** Landlord is responsible for lawn mowing in the Spring and Summer months. Tenants are responsible for any yard damage due to large parties in the yard. Landlord is also responsible for removing snow and salting city sidewalks. Tenants are responsible for spreading salt on front porch steps and walkways leading to the entrance of the home.
- 41. **INFLATABLE YARD EQUIPMENT.** Landlord does not allow any type of inflatable yard equipment such as swimming pools, moon walks, etc. Tenants are responsible for all yard damage.
- 42. **TENANTS RESPONSIBILITY.** Tenants' are responsible for all items located inside of the home. All items provided are considered part of the premises. This includes but is not limited to appliances, furniture, countertops, flooring, electronics, decorations, etc. If any items are damaged, lost or stolen it is the tenants' responsibility.
- 43. **ENTIRE AGREEMENT.** This lease is the Parties' entire agreement, and they enter it voluntarily. There are no other agreements that are part of this lease unless specifically enumerated herein. Tenants' application to lease is incorporated herein, and Tenants covenant that the information supplied in that application was and continues to be accurate.
- 44. **UTILITIES.** Tenants shall put utilities for the Premises into their names, maintain uninterrupted service throughout the Term, and timely pay all utility bills; including: Gas & Electric. Tenants shall pay any penalties imposed by utility providers because of late payment of original bills.
- 45. **PARENT SURETY FORM – It is understood that the Landlord must receive parent guarantee forms for all tenants that have signed below. Forms must be received within 1 week of lease signing.**
- 46. **DISCLOSURES.** This lease includes the attached disclosures - **Lead-Based Paint Disclosure, Parent Surety Form, Applications.**

Property Address: 219 N. State Apt. #B, Ann Arbor, MI 48104

Landlord: _____ / _____

Date: _____

Tenant Signatures – (Please sign and print your name on the line.)

Tenant: _____ / _____

Date: _____

Tenant: _____ / _____

Date: _____

Michigan Security Deposit Act Notice

Required by: [MCL 554.603](#)

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.

Michigan Truth in Renting Act Notice

Required by: [MCL 554.634](#)

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.

Ann Arbor Rights and Duties of Tenants

Required by: [City Code Chapter 105, 8:526](#)

City ordinance requires landlord to furnish to tenant prior to executing lease a copy of Rights and Duties of Tenants. Tenant's signature acknowledges receipt of booklet.

Ann Arbor Utility Charges Notice

Required under Certain Circumstances by City Code 8:524

for more information, call the City of Ann Arbor or the Off-Campus Housing Office

No owner of rental property shall lease the property without furnishing to the tenant, before the time of entering into the lease, a budget plan. As used in this section, "Budget Plan" means a projection of monthly utility costs for primary heating fuel prepared by the public utility company. *This section shall apply to the rental of all dwelling units for which budget plan information is available from the utility company without charge and in which the tenant is required to pay the owner or the utility company a utility charge for heating fuel in addition to rent.* The budget plan statement shall be in writing, included as part of the leasing agreement, but may be prepared by the owner based on information verbally supplied by the utility company.

Ann Arbor Privacy Ordinance

Required by: [City Code Chapter 105, 8:529](#)

NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVE.

Ann Arbor Truth in Renting Notice

Required by: [City Charter 19.4](#) (Pages 68-70)

Some things your landlord writes in the lease or says to you may not be correct representations of your rights.

Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear.

Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.