

**Uniform Rental Agreement**

**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.**

- 1. **The Landlord Agent:** Paul J Kinsey
- 2. **Rental Address** \_\_\_\_\_
- 3. **Term of Lease:** \_\_\_\_\_

4. **TOTAL RENT FOR FIXED TERM LEASE** \$ \_\_\_\_\_ to be paid in 12 equal payments of \$ \_\_\_\_\_.

5. **NON REFUNDABLE RESERVATION FEE: The parties acknowledge that Landlord has assigned and Tenant (s) will pay Landlord a nonrefundable reservation fee of** \$ - . . . .

6. **TENANTS NAMES**

- Tenant #1 \_\_\_\_\_ Co-Signer: \_\_\_\_\_
- Tenant #2 \_\_\_\_\_ Co-Signer: \_\_\_\_\_
- Tenant #3 \_\_\_\_\_ Co-Signer: \_\_\_\_\_

7. **JOINT AND SEVERAL AGREEMENT**

Where more than one person applies for and is offered a lease this will be on the basis that the applicants are 'jointly and severally liable'. Each tenant is liable to repay the whole of the rent if the others are unable or unwilling to do so.

8. **SECURITY DEPOSIT Total Deposit** \_\_\_\_\_ (Note to exceed 1-1/2 months rent).

**CLEANING FEE (NON\_REFUNDABLE)** \$ - \_\_\_\_\_ Fee covers cleaning and applications fee

9. **FORWARDING ADDRESS-Michigan Public Act 348**

**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.**

10. **SERVICES**

**Check application Box**

	<b>Paid by Landlord</b>	<b>Paid by Tennant</b>
1 Electric _____		X
2 Gas _____		X
3 Water _____		X
4 Telephone _____		X
5 Waste Removal _____	X	
6 Lawn Care _____	X	
7 Snow Removal _____	X	
8 _____		

11. **ADDITIONAL TENANCY CONDITIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**11 UTILITIES**

Electric and Gas Utilities are to be in the name of the tenant and show proof of so before moving into the unit. Water bill is billed to the Landlord and is to be reimbursed 40% by the lower tenant and 60% by the upper tenant This split is based on the fact that the hot water heater is connected to the lower unit.

**12 LAUNDRY FACILITIES**

Laundry facilities are split between the upper and lower unit. They are to work out a schedule to share both units. If an agreement cannot be reached, one will be approved and provided by the landlord if notified an agreement couldn't be reached.

**13 USE OF FIREPLANCE**

Fireplace is not to be used until it is inspected by a certified agent. If the tenant wants to have it certified, they may do so at their own expense.

**14. Inventory Checklist- Michigan Public Act 348**

The landlord shall make use of an inventory checklist at the beginning and ending of occupancy for each rental unit. The tenant(s) shall note the condition of the unit and the furnishings and return a copy to the landlord within seven(7) days after receiving possession. The tenant(s) is entitled to receive a copy of the last ending inventory checklist which shows what claims were chargeable to prior tenant(s).

**15. Notice of Damages- Michigan Public Act 348**

In the case of damages to the rental unit attributable to the tenant(s) or other obligations against the deposit, the tenant(s) within 30 days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The tenant(s) must respond to the landlord's claim within 7 days of receipt of the itemized list of forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, the landlord may commence action in court within 45 days. After termination of occupancy. The landlord shall not be entitled to retain any position of a security deposit for damages claimed unless he/she first obtained a money judgment for the disputed amount.

**Tenant agrees not to use the security deposit as payment for last month's rent.**

**16. NON-OCCUPANCY BY TENANT(S)**

If the tenant(s) declines not to take occupancy all tenant(s) who have signed the lease must provide a written notice to landlord of intent not to occupy. Tenant(s) will remain obligated under the lease and are potential liable for all rent through the term of the lease or until the unit can be released. Landlord has a duty to mitigate damages and will make all customary and reasonable efforts to re-lease unit to another qualified party. Either party has the right to have a court determine the actual amount owed.

**17. DELAYED OCCUPANCY ATTRIBUTABLE TO LANDLORD.**

If the landlord cannot deliver possession of the premise or if it is unfit for occupancy the date the lease is commenced, then the tenant may elect to terminate the agreement. All money previously paid to the landlords shall be refund. In addition, tenant(s) is entitled to one months rent as liquidate damages or mitigated damages in the court of law.

**18. LATE FEES**

If rent is paid later than the 5th day after the due date, Tenant(s) will be held liable for a \$ 100 late fee.

**19. NON-SUFFICIENT FUNDS (NSF) CHECKS**

Tenant(s) paying rent with a (NSF) check will be held liable for a fee of \$ 100 per occurrence. For purpose of late fees, rent will be deemed paid when good funds are received.

**20. PERSONAL & PROPERTY LIABILITY INSURANCE**

Tenant(s) is responsible for maintaining his/her own personal property insurance. Tenant is strongly advised to purchase personal property insurance for protection against theft, fire, loss or damage. Landlord is limited to that which is mandated by law.

**21. RESIDENTIAL USE**

Premise shall be used for residential purposes only. It shall not be used for, or permitted to be conducted thereon, any business, illegal activity or the non-residential activities and any such use or activity, whether or not continuing, shall be deemed a breach under the lease and sufficient reason for eviction.

**22. ALTERING PREMISES (DAMAGES)**

The tenant(s) will not alter premises or landlord supplied furnishings in any way without prior written consent of the landlord. Specifically, but not by way of limitation tenant(s) agree not to repaint, remodel, use any adhesive items on wall or move in water furniture. If landlord is notified of damages during a routine inspection, tenant must be notified in writing and is given 30 days to have damages repaired to the original condition.

**23. CONVENIENT OF FITNESS**

Landlord and tenant, both have maintenance responsibilities, Under Michigan law, a landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenants are generally expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to properly notify the landlord of maintenance problems that require attention and to leave the premises in good condition (normal wear and tear expected).

**24. REPAIRS AND MAINTENANCE-MINIMUM STANDARDS**

The tenant(s) agrees to give the landlord prompt notice of needed repairs. The landlord will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by good practice and local and state housing ordinances. Serious heating, plumbing and electrical failures to be performed within 24 hours of a written request and all other necessary maintenance to be performed within 10 days of written or verbal request.

**25. RIGHT TO PRIVACY**

The landlord reserves the right to repair, show the unit, and inspect for damages at pre-arranged mutually agreed upon times. The tenant(s) must agree to a time within 24 hours of the landlord's request. If the landlord must enter to correct an emergency condition, as statement that there was entry and reason for it must be left for the tenant.

**26. ABANDONMENT OF PERSONAL PROPERTY**

Personal property left by vacating tenant(s) and not claimed within 30 days will be considered abandoned and disposed of at the discretion of the landlord will make a diligent effort to contact tenant before disposing of any property tenant(s) agrees to reimburse landlord for reasonable storage and disposition charges.

**27. LEASE ALTERATIONS**

Any alterations to this agreement shall be in writing and be signed by landlord and all tenant(s). No verbal agreement shall be binding or enforceable.

**28. RENTAL PAYMENT**

Rent is due on the first day of each month. In the event the lease begins on a date other than the first, rent will be pro-rated for the first and last month unless otherwise stated by the landlord.

**29. PETS OR ANIMALS**

No pets are allowed on the premises at any time unless written approval is proved by the landlord. In the event an animal is added to the contract, Tenant is responsible for any and all waste left by the animal on the premises. If it is note cleaned up within 7 days of notice provided by landlord. Tenant is responsible for additional costs by the landlord to have it removed.

**30. GARBAGE PICKUP**

Tenant is allowed one container and 2 garbage bags each week for pickup. Anything exceeding that amount and changed to the landlord by the waste management company shall be refunded by the tenant.

**31. BLIGHT**

Tenant is responsible for ensuring the property is free of blight related to garbage, furniture or anything deemed unsightly throughout the property. Any fees assessed by the City are to be paid or reimbursed by the tenant.

**32. TENANT/CO-SIGNER SIGNATURES:**

Tenant _____	Co-Signer: _____
Tenant _____	Co-Signer: _____
Tenant _____	Co-Signer: _____

**33. LANDLORD SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_