



# OFFER WITH INTENT TO LEASE

Date: \_\_\_\_\_

Prospective Tenant(s): \_\_\_\_\_

Please note everyone to occupy the property: \_\_\_\_\_

Property Address: \_\_\_\_\_

Term of Lease: \_\_\_\_\_

Monthly Lease Rate: \_\_\_\_\_

Lease Inclusions: \_\_\_\_\_

Landlord     Tenant(s)    to pay utilities (Gas, Electricity, Cable/TV/Internet, Water, Sewer, Trash).

Landlord     Tenant(s)    to pay property taxes & association dues, if applicable.

The commitment by Tenant to lease the premises is subject to the approval of Landlord's lease agreement, and approval by Landlord to the above terms as well as satisfactory review of Tenant's completed application.

It is further agreed that this document shall operate only as an agreement to lease and not as the actual lease document.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Current Address: \_\_\_\_\_

\_\_\_\_\_  
Agent for Tenant, Real Estate One  
**TOM STACHLER**

\_\_\_\_\_  
Date

Terms accepted by Landlord on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Landlord/Landlord's Agent

\_\_\_\_\_  
Date

Credit Report Attached

Application Attached

REO 815 Rev. 8/13

©Real Estate One, Inc. 2013

Real Estate One, Inc - Ann Arbor, 555 Briarwood Cir Ste 333 Ann Arbor, MI 48108  
Phone: 734.996-0000    Fax: 734.661-0102    Tom Stachler

Lot1 Second402

**TENANT'S PERSONAL AND CREDIT INFORMATION**

APPLYING FOR PROPERTY:

RENT/MTH \_\_\_\_\_

**PERSONAL DATA**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PREVIOUS ADD. \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ TELEPHONE NUMBER ( \_\_\_\_\_ ) \_\_\_\_\_

CO-TENANT NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

OTHER OCCUPANTS OF RENTAL UNIT: \_\_\_\_\_

PETS # \_\_\_\_\_ TYPE, NAME, AGE, WEIGHT \_\_\_\_\_

**OCCUPATION**

EMPLOYER \_\_\_\_\_ TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

POSITION \_\_\_\_\_ GROSS MONTHLY INCOME \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

LENGTH OF EMPLOYMENT \_\_\_\_\_ PREVIOUS EMPLOYMENT DATES \_\_\_\_\_

**REFERENCES**

CURRENT LANDLORD \_\_\_\_\_ TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

START DATE \_\_\_\_\_ MONTHLY RENT AMOUNT \_\_\_\_\_ LEASE END DATE \_\_\_\_\_

PERSONAL REFERENCE \_\_\_\_\_ TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

REAL ESTATE AGENT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

PERSON TO CONTACT IN CASE OF EMERGENCY:

\_\_\_\_\_ TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

HAVE YOU EVER FILED A PETITION IN BANKRUPTCY? YES \_\_\_\_\_ NO \_\_\_\_\_

HAVE YOU EVER BEEN EVICTED FROM ANY TENANCY? YES \_\_\_\_\_ NO \_\_\_\_\_

I DECLARE THE FOREGOING TO BE TRUE UNDER PENALTY OF PERJURY.

I AGREE THAT THE LANDLORD MAY TERMINATE ANY AGREEMENT ENTERED INTO IN RELIANCE ON ANY MIS-STATEMENT MADE ABOVE. FURTHER, I GIVE MY PERMISSION TO REAL ESTATE ONE OR STAHOLD CORP AND/OR ITS AGENT TO CHECK THE ABOVE INFORMATION, REFERENCES, INCLUDING A CREDIT REPORT FOR THE PURPOSE OF VERIFYING INFORMATION I HAVE PROVIDED IN ORDER TO QUALIFY ME AS A POTENTIAL TENANT. ACCEPTANCE OF THIS APPLICATION IS NOT AN AGREEMENT TO LEASE.

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CO-APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADD(S) \_\_\_\_\_

(OPTIONAL)

\_\_\_\_\_

PLEASE RETURN THIS APPLICATION ALONG WITH THE \$25.00 APPLICATION FEE TO THE ADDRESS BELOW. MAKE CHECKS PAYABLE TO: **STAHOLD CORPORATION**

**Attn: Tom Stachler**

**Real Estate One, 555 Briarwood Circle. Ann Arbor, MI 48108**

Phone: (734) 996-0000

Fax: (734) 661-0102

Email: [Tom@re4sale.net](mailto:Tom@re4sale.net)



# LEASE AGREEMENT

Lease Agreement ("Lease"), made \_\_\_\_\_ (date) between \_\_\_\_\_ **Leasor TBD** ("Landlord") whose address including for purposes of providing notice under the Michigan Truth in Renting Act is \_\_\_\_\_, and

\_\_\_\_\_ ("Tenant") whose address is \_\_\_\_\_ **ADDRESS TBD, Ann Arbor, MI 48108**. Landlord leases to Tenant, and Tenant leases from Landlord, subject to the terms and conditions of this Lease, premises located at \_\_\_\_\_ **Address TBD Ann Arbor MI 48108** ("Premises") together with any furnishings, fixtures, and other personal property currently located on the Premises.

Landlord and Tenant covenant and agree as follows:

1. **TERM:** Landlord leases the Premises to Tenant for the term of     # here     months beginning on the first day of \_\_\_\_\_, \_\_\_\_\_, and ending on \_\_\_\_\_, \_\_\_\_\_ ("Term").

2. **RENT:** All rent payments shall be made in the form of check or money order, payable to Landlord or Landlord's management agent, if any, at \_\_\_\_\_. Tenant agrees to pay \$ Monthly Amount for the partial month beginning on \_\_\_\_\_. Total rent for the term is \$ \_\_\_\_\_, payable in consecutive equal monthly installments of \$ \_\_\_\_\_ in advance on the first day of each month, without deduction or offset. If any monthly installment is not paid in full by the 5th day of the month when due, an additional \$50.00 shall be paid to reimburse the Landlord for the administrative expenses associated with the delinquency. Tenant agrees to pay a \$35.00 processing fee for a check, which is returned for insufficient funds, stop payment or closed account. Landlord reserves the right to refuse to accept personal checks in the event Tenant has previously paid rent by check which was returned for non-payment. Landlord will not accept personal checks if payment is received on or after the 15th of any month or in the event a summary proceeding is commenced for nonpayment of rent. Tenant's nonpayment of rent or late payment of rent shall be considered a Tenant default under the Lease.

3. **SECURITY DEPOSIT:** Tenant has deposited with Landlord the sum of \$ 1.5 Times Rent as a Security Deposit, which will be deposited in the following regulated institution: \_\_\_\_\_ Bank, to be used to reimburse Landlord for damages to the Premises or ancillary facilities that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling or to pay Landlord for all rent in arrearage under this Lease, for rent due for premature termination of this Lease by the Tenant, and for utility bills not paid by the Tenant. Tenant is to return the Premises to Landlord in the same condition as received from Landlord, reasonable wear and tear excepted. Notwithstanding the use of the Security Deposit by Landlord, Tenant shall remain liable for any deficiencies or balance remaining unpaid and uncompensated for damages.

**NOTICE 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 the penalties adherent to that failure.**

4. **NONREFUNDABLE ADMINISTRATIVE FEE:** A non-refundable administrative processing fee of \$ 25.00 shall be paid to Stahold Corp by Tenant before signing the Lease. This Lease is given pursuant to Tenant's Application for Tenancy and the representations, conditions, and provisions of the Application are incorporated herein.

5. **OCCUPANCY:** The Premises shall be occupied solely as a private residential home and for no other purpose and only by Tenant and those persons listed below:

Names: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Names: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Names: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

In the event that this Lease is executed by more than one person comprising Tenant, then the liability of each individual Tenant shall be joint and several, and a judgment against one shall be no bar to an action against the others. Upon signing, each Tenant understands and agrees that he/she alone is responsible for payment of the full amount of rent due. The liability for rent due will be enforced even if only one Tenant signature is obtained on the Lease. Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlord's prior written consent.

6. **SLEEPING ROOMS:** Basements, attics, and other rooms must not be used as sleeping rooms if they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation.

7. **KEYS/LOCKS:** Tenant will receive One keys from the Landlord. On or before the termination of this Lease, Tenant must return all keys or Tenant will be charged \$ 250.00 for changing the locks. If Tenant loses the keys or gets locked out of the Premises, Landlord will provide an extra key to Tenant and may charge Tenant \$ 125.00. Tenant must never gain entrance to the Premises by force through a window or door, or otherwise without a key. Tenant must not change the locks or install any additional locks, chains, door knocker or bolt without Landlord's prior written consent.

Entry  Common  Garage Door  FOB/Code  Mailbox

8. **CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant agrees that no representation or warranty as to the condition of the Premises has been made, and that no promises to decorate, alter, repair or improve the Premises prior to or during the Term has been made, unless provided in this Lease. Tenant acknowledges receipt of two blank copies of an inventory checklist. **Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession** of the Premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the Premises and any existing appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the Premises, will be provided. If the Tenant fails to complete the checklist, fails to sign it or fails to return it to the Landlord within 7 days, Tenant agrees that the Premises are in excellent condition and Tenant shall be charged with any damage beyond ordinary wear and tear, which deviates from excellent condition upon termination of its tenancy.

9. **APPLIANCES AND OTHER FURNISHINGS PROVIDED:** Tenant must not remove or loan any item provided with the Premises. Landlord will provide the following checked items and those additional items, if any, listed on an attached Personal Property Schedule:

Stove/Cook top  Garbage Disposal  Microwave  Refrigerator  
 Washer & Dryer  Dishwasher  \_\_\_\_\_  \_\_\_\_\_

Tenant hereby agrees to leave all such items in good condition and repair upon vacating.

10. **SMOKE AND CARBON MONOXIDE DETECTORS:** Tenant must regularly test all smoke and carbon monoxide detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection or carbon monoxide detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in the operation of any such device.

11. **MOLD:** To minimize the occurrence and growth of mold in the Premises, Tenant hereby agrees to the following:

- a) **Moisture Accumulation:** Tenant shall remove any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings, bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchens and bathrooms when necessary or appropriate; and keep climate and moisture in the premises at reasonable levels.
- b) **Cleanliness:** Tenant shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bathrooms, clean.
- c) **Notification of Landlord:** Tenant shall promptly notify the Landlord in writing of the presence of the following conditions:
  - i. A water leak, excessive moisture, or standing water inside the Premises and a common areas;
  - ii. Mold growth in or on the Premises that persists after Tenant has tried several times to remove it with appropriate mold and mildew household cleaning solutions, or a combination of water and bleach.

- d) **Liability:** Tenant shall be liable for all health problems, liability or damages sustained by or to the Premises or to any persons or property (including without limitation, Tenant or any other occupants or any of their property) as a result of Tenant's failure to comply with any of the foregoing provisions.

**12. SMOKE FREE PROPERTY:** Landlord desires to mitigate (i) the increased maintenance, cleaning and redecorating costs from smoking; (ii) the increased risk of fire from smoking; and (iii) the higher costs of fire insurance for a non-smoke-free building. The term "smoking" means; inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, medicinal marijuana or similar lighted product in any manner or in any form. Tenant agrees and acknowledges that the Premises shall be a **smoke-free** living environment. Tenant and members of Tenant's household shall not smoke anywhere on or about the Premises, nor shall Tenant permit any guest or visitor of Tenant to do so.

**13. DAMAGE CAUSED BY TENANT:** Notwithstanding any other term or condition of this Lease, Tenant expressly agrees that Tenant shall be liable to Landlord or Landlord's hazard insurer for any fire damage or any other damage to the Premises (real or personal property of Landlord) caused by the negligent, reckless or intentional acts or omissions of Tenant, other occupants, or guests. Damages pursuant to this paragraph will include the cost to repair or replace damaged property and/or loss of rental income. Repairs required hereunder shall be determined by Landlord, and Landlord shall cause the same to be made and performed at Tenant's cost, and Tenant shall pay or reimburse Landlord for the cost thereof. If the Premises shall be rendered uninhabitable by the negligent, reckless or intentional acts or omissions of Tenant, other occupants or guests, then Tenant shall also be liable for an amount equal to the rental installments required herein for the balance of the Term.

**14. REPAIRS AND MAINTENANCE:** Tenant shall maintain the Premises in a neat, clean, and orderly manner; use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities; observe all reasonable regulations and requirements of insurance underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Landlord when there is a need for Landlord to perform repairs or maintenance which Landlord is obligated to perform. Tenant throughout the Term will maintain the Premises and all appliances, furnishings, equipment, fixtures and other property furnished by Landlord for Tenant's use in good condition and repair at Tenant's expense. Tenant shall not cause or permit any waste or misuse of any utility, fixtures or of any portion of the Premises. Tenant shall reimburse Landlord for all damages caused by such waste or misuse; for all permit, inspection, and certification costs Landlord incurs because of Tenant's noncompliance with this Lease or applicable laws; and for all damages resulting from Tenant not timely reporting the need for repair or maintenance. **Tenant must notify Landlord IMMEDIATELY, BY PHONE at \_\_\_\_\_ of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage.** Tenant must notify Landlord, in writing, of all other problems or defective items needing repair or replacement, even though Tenant is responsible to make the repair and/or replacement. Landlord may, at Landlord's option, perform the repair or replacement at Tenant's expense and invoice Tenant for the cost thereof. The amount of such invoices is deemed unpaid rent and shall be due with the rental installment for the month following the month in which the invoice is sent. Tenant shall pay and be liable to Landlord and/or Landlord's insurer (in contract and/or tort) for the repair of all damage to, and/or replacement of, the Premises and structure of which they are a part, including fire and flood damage and all lost rents therefrom, in any way caused or made necessary by Tenant, their guests, invitees, licensees, or agents. Nothing in this clause waives or lessens Landlord's obligation to maintain and repair the Premises to the extent legally required under Michigan law, but Landlord is not so liable when it has not been informed of the need to repair. Landlord's reasonable exercise of any right or obligation hereunder never shall be deemed an eviction of Tenant or interference with Tenant's use and possession of the Premises, and Landlord shall have no liability to Tenant because of Landlord's actions in reasonably fulfilling its obligations hereunder.

**15. INTERRUPTED SERVICE:** This Lease shall not be affected, and there will be no decrease in or abatement of rent and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any service (including but not limited to heating or air-conditioning) or utilities or any inconvenience or discomfort arising from repairs or improvements made in the Premises, provided the Premises is habitable and Landlord makes any repairs or improvements Landlord is legally obligated to make, and Landlord does so in a reasonable time. **PIPE-FREEZE PREVENTION:** If Tenant plans to be away from the Premises for any length of time, **the heat must be left on during the cold season and the windows closed** to avoid broken pipes and water damage. Tenant shall notify Landlord in advance of the period of time Tenant plans to be away, although such notice shall not obligate Landlord in any way.

**16. ABANDONMENT:** If Tenant shall have removed all or substantially all of Tenant's property from the Premises to the extent that it amounts to abandonment of the Premises, Landlord may immediately enter the Premises without abatement of rent, and such act shall have no effect upon Tenant's rental payment and other obligations under this Lease.

**17. PROPERTY LOSS OR DAMAGE AND TENANT'S INSURANCE:** Landlord or Landlord's agents shall not be liable for any damage to or loss of any property of Tenant or anyone else by theft, fire or other casualty, to the extent permitted by law. No policy of fire, casualty or other insurance maintained by Landlord on the Premises shall be available to insure against loss of or damage to Tenant's personal property. Throughout the Term, Tenant agrees to purchase and keep in effect, an insurance policy insuring Tenant against any such loss of, or damage to Tenant's personal property, and further insuring Tenant against any liability the Tenant might incur under this Lease. Tenant's liability insurance policy will name Landlord as an additional insured. Landlord or Landlord's agents shall not be liable for any damage or loss caused by other persons in, on or about the Premises, to the extent permitted by law.

**18. DAMAGE OR DESTRUCTION OF PREMISES BY FIRE OR OTHER CASUALTY:** Subject to other provisions of this Lease regarding Tenant's duty to pay for damages to the Premises caused by negligent, reckless or intentional acts or omissions of Tenant or Tenant's guests, if the Premises are partially damaged by fire or other casualty but in Landlord's opinion can be restored to habitable condition, Landlord shall repair the Premises with reasonable dispatch to the extent of available insurance proceeds. Further, if the damage was not caused by the acts or omissions of Tenant or Tenant's guests, a proportional reduction of rent shall be allowed Tenant for the time required by such repairs, except that (i) if Tenant can use and occupy the Premises without substantial inconvenience, there shall be no reduction of rent, and (ii) if said repairs are delayed because of the failure of Tenant to allow Landlord or its representative access to the Premises or by Tenant's failure to adjust Tenant's own insurance, no rent reduction shall be made beyond a reasonable time allowed for such adjustment. If the damage caused by fire or other cause shall amount to substantial damage, destruction or uninhabitability of the Premises as determined by Landlord in Landlord's sole discretion, then Landlord shall have the option to rebuild and/or repair the damage or to cancel this Lease by notice in writing delivered to Tenant within 30 days after the occurrence of the fire or other casualty resulting in such damage. Any repair and/or rebuilding after substantial destruction shall be performed with reasonable dispatch, but only to the extent of available insurance proceeds and if the Lease is not terminated. If the Premises are substantially damaged or uninhabitable Tenant agrees to immediately seek alternative living arrangements at Tenant's expense. Landlord shall not be liable or responsible for any delay, nor shall Landlord be responsible for providing housing while repairs are being made. Tenant agrees to assume liability to Landlord or its insurance carrier in tort for negligently caused fire/property damage to the Premises as a result of the negligent, reckless or intentional acts or omissions of Tenant or Tenant's guests. If the Premises are not habitable and the Tenant does not relinquish possession to Landlord, then the tenancy can be terminated pursuant to summary proceeding provisions for health hazard/damages to the property or trespass.

**19. ACCESS TO PREMISES:** Tenant shall allow Landlord or Landlord's agents reasonable access to the Premises at reasonable times to make any repairs, alterations or improvements required by Landlord under this Lease, and allow inspection of the Premises by Landlord, prospective purchasers and their agents, insurance carriers and representatives, fire department inspectors, police and local health authorities and others designated by Landlord.

**20. QUIET ENJOYMENT:** Tenant is entitled to quiet enjoyment of the Premises during the Term so long as Tenant fully complies with all terms, conditions and covenants of this Lease.

**21. PROHIBITIONS:** Tenant shall be in default if Tenant does any of the following, or allows someone else to do any of the following:

- a. Harass, annoy, or endanger any other tenant/occupant or neighbor, or their guests, or create any excessive noise or public or private nuisance,
- b. Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase,
- c. Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the Premises,
- d. Possess, use, smoke, ingest, sell, deliver, grow or manufacture marijuana or other controlled substances on or around the Premises,
- e. Deface or damage, or allow another to deface or damage, any part of the Premises,
- f. Place a waterbed or other heavy article on the Premises,

- g. Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes,
- h. Install any antenna or satellite dish that attaches to the building,
- i. Install any equipment or appliances that, in Landlord's opinion, cause an unsafe condition on the Premises,
- j. Remove, alter, damage or rearrange trees, bushes or other landscaping,
- k. Accumulate refuse on or around the Premises that might pose a safety risk or health hazard to Tenant or Tenant's neighbors,
- l. Engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near any portion of the Premises,
- m. Conduct any sort of business at or about the Premises,
- n. Fail to comply with any laws or ordinances, or permit any laws or ordinances to be violated, or
- o. Fail to comply with any private land use restrictions, including, without limitation, building and use restrictions, condominium master deeds and by-laws, association by-laws or other rules and regulations governing the use, condition, or occupancy of the Premises.

**22. ALTERATIONS:** Tenant shall not paint, install or remove wallpaper or make any alterations, additions or improvements to the Premises, without prior written consent of the Landlord. Written approval shall not be construed by the Tenant as an assumption of the expense or liabilities therefore by the Landlord. If Tenant redecorates, Tenant will return 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.

**23. ILLEGAL DRUGS:** Tenant shall be in default, and Landlord may terminate this Lease, because Tenant, a member of Tenant's household or other person under Tenant's control, has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Premises. This termination right applies only if a formal police report has been filed alleging that the person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Premises. When aware of a violation of this provision, Tenant shall immediately notify Landlord and either Landlord or Tenant may file a formal police report. Landlord may recover possession of the Premises by summary proceedings when Tenant holds over the Premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.

**24. PETS:** Tenant shall keep no pets, without first securing Landlord's prior written consent and paying all applicable fees and deposits. If any pet was kept on the Premises without Tenant having secured Landlord's prior written approval, Landlord shall be entitled, without waiving any other rights or remedies, to declare Tenant in default under this Lease, terminate the Lease and pursue all other available remedies, and/or, at Landlord's option, assess a charge of \$300.00 in addition to a \$25.00 per day fee for each day the pet was kept on the Premises. Landlord retains the right to pursue summary proceedings in addition to collecting the above-mentioned charge and daily fee. If Landlord's written consent is given, Tenant agrees to pay a nonrefundable pet fee of \$ \_\_\_\_\_ per approved pet.

**25. PARKING VEHICLES, BOATS, TRAILERS:** Tenant must keep any parking area free of all debris. Automobiles must be parked only in assigned areas designated by Landlord. Tenant shall not park or store boats, trailers, recreation vehicles or trucks bearing more than four (4) wheels on or about the Premises. Tenant hereby authorizes Landlord to remove or cause to have removed, any such vehicle or any illegally parked vehicle, at Tenant's expense, and any such expense shall be deemed additional rent which shall be immediately due and payable to Landlord. Any automobile parked by Tenant on the Premises shall (1) have current registration tags; and (2) be in good operating condition.



**26. MISCELLANEOUS COSTS AND OBLIGATIONS:** Landlord or Tenant shall furnish the following services and utilities as indicated below. Tenant shall be responsible for payment of any service or utility listed below where the responsible party is not indicated.

Tenant	Landlord	Not Applicable*	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pays for electricity
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pays for heat, gas or fuel oil
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pays for water and sewage
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pays for trash removal and recycling
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Must dispose of all trash in a designated container
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Must perform lawn care including mowing, fertilizing, weeding, raking leaves and watering grass
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Must remove snow and ice from the driveway, parking area, walkway and steps; apply salt as needed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Must change the screens and storm doors as weather dictates

\*This box will be designated if the item is Not Applicable to the home or if work is performed by an outside party such as an HOA or contracted provider.

**27. CHARGE TO TENANT:** Tenant will pay all charges made against or incurred at the Premises (exclusive of real property taxes and assessments and association fees) or assessed against occupants, including but not limited to telephone, cable, and internet. Tenant shall pay all utility bills on time in full, and transfer all utilities for which Tenant is responsible, into Tenant's name at the beginning of the Lease, and into Landlord's name at the end of the Term or Tenant's occupancy, whichever occurs first. If Tenant fails to do so, then Tenant shall be in default. Tenant shall owe Landlord an administrative service fee of \$50, and Landlord may, in its discretion, pursue any other remedies against Tenant.

**28. SECURITY:** Landlord shall not furnish nor be responsible to Tenant, occupants, or guests, for security or protection of the Premises or their person or property. Tenant acknowledges that Landlord has made no representation with respect to such security or protection.

**29. BANKRUPTCY:** In the event Tenant is declared bankrupt or the estate of Tenant passes to a receiver appointed by a court, the Lease shall, at option of the Landlord, terminate upon 30 days written notice, unless the bankruptcy trustee accepts this Lease as an executory contract, cures all Tenant defaults and provides Landlord with adequate assurances of security against future defaults.

**30. SHOWINGS:** Tenant agrees that for a period of 30 to 60 days prior to the termination of this Lease, or upon the Tenant providing the Landlord with notice to terminate, whichever comes first, Tenant will permit the Landlord or its agents, to show the Premises between the hours of 10:00 am to 7:00 pm with proper notice.

**31. EMINENT DOMAIN:** If, during the Term of this Lease, all of the Premises shall be taken under the power of Eminent Domain, this Lease shall terminate as of the date of taking. If only part of the Premises is taken, and, as a result, Tenant can continue occupancy, then the Lease shall continue in effect without abatement of rent. Tenant shall have no right to any payment or compensation in connection with any condemnation or Eminent Domain proceedings.

**32. SUBLET AND ASSIGNMENT:** Tenant must not sublet the Premises or assign any interest in this Lease without Landlord's prior written consent, and Landlord may withhold consent in Landlord's sole discretion. If Landlord gives written consent, Tenant must use any sublease form Landlord provides.

**33. TERMINATION AND HOLDING OVER:** This Lease shall automatically terminate at the end of the Term. If Tenant fails or refuses to vacate the Premises at the end of the Term and Landlord does not object, then this shall automatically become a month-to-month lease from and after the expiration of the Term. Rental rate for said month-to-month tenancy shall be the rental in effect for the last month of the Term, plus one hundred dollars (\$100.00). Any time after the end of the Term, either Landlord or Tenant may terminate this Lease and Tenant's tenancy by providing the other party not less than 30 days written notice. All other provisions of this Lease, not inconsistent with this paragraph, shall remain in full force and effect during the term of the month-to-month tenancy. If Landlord notifies Tenant that Landlord intends for the Lease to terminate at the end of the Term, Tenant shall yield immediate possession of the Premises to Landlord when the Term ends, and failing to do so, shall pay Landlord rent for each day of such unauthorized holdover at a rate equal to 200% of the monthly rental amount due during the last month of the term, plus expenses and damages suffered by Landlord (which may include damages suffered by tenants to whom the Premises shall subsequently be rented or leased).

**34. DEFAULT AND REMEDIES:** Tenant shall be in default if:

- a. Tenant fails to pay the rent or additional rent or other sums in full when due; or,
- b. Tenant violates or defaults in the performance or compliance with any other covenant, term or condition of this Lease; or
- c. Tenant shall have made any misrepresentation in the Application for this Lease; or
- d. In the event of willful, wanton, dangerous or criminal misconduct by Tenant, occupants, or guests; or,
- e. Tenant damages the Premises above and beyond normal wear and tear;

If Tenant defaults, Landlord may have any and all rights and remedies legally permitted, including, without limitation, termination of this tenancy. Landlord may, upon written notice to Tenant, terminate this Lease or keep the Lease in effect, and in either event, regain possession of and reenter the Premises as provided by law, and Tenant and all other occupants shall surrender the Premises to Landlord. Tenant shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages caused by Tenant's default, including without limitation, costs of re-renting the Premises, such as showing, advertising and preparing them, and leasing commissions; all lost rent for the remainder of the term which Landlord does not collect through mitigation; and the maximum amount of interest allowed by Michigan law on Tenant's debt. If Tenant defaults, Landlord has the right to accelerate the payment of the rent reserved for the balance of the Term of this Lease and declare said amount immediately due and payable. If Landlord should elect to accelerate rent, Tenant may not be liable for the total accelerated amount claimed by Landlord because of Landlord's obligation to minimize damages, and either Landlord or Tenant may have a court determine the actual amount owed by Tenant, if any. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenant's Premises. Landlord's rights and remedies set forth in this Lease shall be cumulative in nature, and not exclusive of any other right or remedy allowed by law.

**35. APPLICATION OF PAYMENTS:** Money received by Landlord from Tenant (or on Tenant's behalf) shall be applied to Tenant's account as follows: first to satisfy unpaid late fees, dishonored check fees, and other fees owed by Tenant; second to maintenance and repair costs chargeable to Tenant; third to legal fees and court costs legally chargeable to Tenant, including costs incurred prior to and while curing a default; fourth to outstanding utility bills that are the responsibility of Tenant; fifth to deposits or portions thereof due from Tenant; sixth to charges, fines and assessments from Landlord caused by Tenant; and seventh to rent. Restrictive language on a check or in any communication, including those accompanying a payment shall not constitute an accord and satisfaction or amend this provision.

**36. PROPERTY REMOVAL:** Upon expiration or termination of the Lease, the Tenant shall promptly remove all personal property. If Tenant fails to remove personal property, then Landlord may consider any personal property left behind as abandoned. If Landlord notifies Tenant of its intent to treat the property as abandoned and advises Tenant the date of disposal of the property, Landlord may dispose of the property. Notice will be by mailing notice to the last known address and posting notice on the Premises door. Disposal of the property will be after date of mailing and posting the notice. Landlord may move the property from the Premises to another location prior to the date of disposal in order to re-rent the Premises. Landlord shall not be responsible for damage or loss to value of such property if Landlord follows the above procedure.

**37. NOTICES:** All notices to be given to Tenant shall be served upon Tenant personally (which includes attaching to the Premises' front door) or by certified U.S. mail, return receipt requested, or by Federal Express or another similar recognized delivery service, addressed to Tenant at Tenant's address. Said acts by Landlord shall constitute serving notice on Tenant both for purposes of this Lease and for legal purposes. Any notice by Tenant to Landlord must be in writing and delivered personally or by certified U.S. mail, return receipt requested, or by Federal Express or another similar recognized delivery service, to Landlord or its management company, if any, at the address referred to elsewhere in this Lease.

**38. CHANGES TO THIS LEASE:** This Lease, and any additional pages or rules and regulations, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease **must be in writing, signed by all parties.**

**39. DEFINITIONS:** The term "Landlord" as used in this Lease means only the Landlord of the Premises in question. The words "Landlord" and "Tenant" shall include singular and plural, masculine and feminine and individual, multiple individuals and corporate persons.

**40. BINDING EFFECT:** The covenants, conditions, and agreements contained in the Lease shall bind each and every Tenant and guarantor, if any, and each Tenant's (and guarantor's) respective heirs, executors, administrators, successors, and their assigns; and shall be binding upon and inure to the benefit of Landlord and Landlord's heirs, executors, administrators, successors and assigns.

41. **MANAGEMENT AGENT:** Tenant acknowledges that Landlord may appoint Rental Management One, LLC as its management agent for purposes of execution of this Lease, management of the Lease and Premises, enforcing any Landlord rights or remedies under this Lease, and generally representing Landlord as Landlord's agent.

42. **SAVINGS CLAUSE:** If any provision of this Lease shall be invalid, unlawful or unenforceable to any extent, the remainder of this Lease shall not be affected thereby.

43. **COSTS/ATTORNEY FEES:** Tenant shall pay as additional rent, attorney fees, court costs and other costs and expenses incurred by Landlord in connection with any violation or default of Tenant, any action by Landlord in enforcing the terms of this Lease against Tenant, or in connection with a dispute arising under this Lease, to the maximum extent permitted by law, and regardless of whether or not suit is commenced.

44. **MORTGAGE:** Landlord represents that the Premises are owned free and clear of any mortgage or that any loans secured by mortgages on the Premises are not in default.

45. **LIMITED CANCELLATION RIGHTS:** A Tenant who has occupied the Premises for more than 13 months may terminate this Lease upon 60 days written notice to Landlord, if: (a) Tenant has become eligible during the Term to take possession of a subsidized rental unit in senior housing and provides Landlord with written proof thereof; or (b) Tenant has become incapable during the Term of living independently, certified by a physician's notarized statement. Election to cancel under this paragraph is limited to the Tenant to whom the foregoing applies, and the Lease shall continue in full force and effect for any remaining Tenant(s).

46. **SPECIAL STATUTORY RIGHTS:** A Tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault or stalking, may have special statutory rights to seek a release of rental obligations under MCL 554.601b.

47. **CRIME-FREE PREMISES:** Tenant acknowledges that: Tenant, any members of Tenant's household, guest or other person under Tenant's control shall not engage in criminal activity, including, without limitation, drug-related criminal activity on the Premises, or permit the Premises to be used for, or to facilitate, criminal activity, whether or not relating to drugs or controlled substances. In addition, neither Tenant, any member of Tenant's household, guest or other person under Tenant's control shall engage in any illegal activity, including but not limited to, prostitution, criminal street gang activity, threatening or intimidating assault, including but not limited to, the unlawful discharge of firearms, or otherwise jeopardize the health, safety or welfare of the Landlord or others involving imminent serious personal injury or property damage. Violation of any one of the above provisions at any time shall be a material and irreparable violation of this Lease, and good cause for immediate termination of the Lease.

48. **HOLD HARMLESS:** Tenant agrees for themselves, their heirs, and personal representatives, to defend Landlord and indemnify Landlord and hold Landlord harmless from and against any and all damages, liability, loss, cost and expense, including, without limitation, damages to the Premises and structure of which they are a part; all lost rents for the Premises and structure of which they are a part; and all liability that results from their negligent, reckless, intentional or illegal use or misuse of the Premises. When claims against Landlord's insurance are paid because of acts or omissions of Tenant or Tenant's visitors, guests, or invitees, Tenant will reimburse Landlord for any insurance deductible it pays.

49. **WAIVER:** Landlord's non-enforcement of a provision of this Lease on one or more occasion is not a continuing waiver of Landlord's right to enforce the provision, and Landlord's consent to an act of Tenant on one or more occasion (where consent is required) is not a continuing consent to any subsequent similar act by Tenant. No breach is waived by Landlord unless waived in writing.

50. **RULES AND REGULATIONS:**

- a. No trailers, recreational vehicles, jet skis, snowmobiles, or boats are permitted on the Premises. Violation of these rules will result in immediate towing, without notice, at the Landlord's expense. The parking of commercial vehicles or any vehicle other than regularly used passenger cars by Tenants or their guests, within the limits of the Premises grounds is strictly prohibited. All automobiles parked on the Premises must have current license plates, parking permit and must be maintained in operable condition.
- b. Windows and outside doors must be closed during rain or inclement weather. Tenant is responsible for any water damage to Tenant blinds, walls, windowsills, carpeting, and/or furnishings caused through the Tenant's negligence.

- c. Pouring cooking oil or grease into the sinks or toilets is forbidden.
- d. Toilets and other equipment shall be used only for the purpose for which they are intended. Sanitary napkins, tampons, applicators, and diapers are only to be disposed of in rubbish containers. Tenant shall be liable for any damage to the plumbing caused by nonconformance with this rule.
- e. Sidewalks, entrance courts, vestibules, stairways, laundry rooms, corridors and halls must not be obstructed or used for any purpose other than ingress and egress. No personal property of any kind shall be stored outside of the Premises.
- f. No awning or anything else shall be attached to the building. No radio, television aerials, satellite dish, or wires shall be erected in or about any part of the Premises without written consent. No equipment or appliances shall be installed which will increase the cost or interfere with the operation of the Premises or the safety of utilities or services or cause a nuisance to other tenants. No additional air conditioning unit shall be installed or other alterations or additions made to the Premises.
- g. Nothing shall be done in or about the building that will interfere with the rights, comforts, or convenience of the other tenant. No musical instruments, radios, televisions and/or stereos shall be operated in manner that is disturbing or annoying to the other tenants, nor shall disturbing noises being made at any time.
- h. The trees and shrubbery are a vital part of the Premises and the Tenant shall be liable for any mutilation or defacing thereof caused by Tenant or their guests thereof.
- i. Laundry facilities and equipment must be used properly, no over filling, using proper laundry detergent and reporting any maintenance concerns.
- j. No equipment or appliances or furnishings may be moved from any part of the building or property and all equipment and appliances and furnishings must be retained in their original location.
- k. Damage to the building, entranceway, or the Premises caused by moving or carrying of articles therein, is the responsibility of the Tenant and are to be paid by Tenant.
- l. Any balcony/patio must be kept neat and clean at all times. The only items permitted on a balcony/patio are approved patio furniture and planters. This area is not to be used as a storage area.
- m. Outdoor cooking equipment must be 5 feet or more from any building or structure.
- n. Nothing shall be placed on the lawn area and left for an extended period of time without the prior written consent from Landlord.
- o. Tenant shall not keep or use or permit to be kept or used in, on or about the Premises, building or common areas highly flammable fluids or explosives.
- p. Tenant shall not use, or permit use of the Premises to be in violation of any federal, state or local laws. Landlord shall not be liable to tenant for the violation or the breach of any covenant or condition in any Lease by any other Tenant of Landlord. To the extent allowed by law, Tenant hereby agree and consent that in the event a court appearance ticket, criminal or civil complaint, or citation is issued to the Landlord or a legal agent, employee, or independent contractor of the Landlord, by any governmental agency authorized under federal, state, or local laws and ordinances, as a direct or indirect result of Tenant or Tenant's guest's behavior, actions, or inactions, Tenant shall do the following: (1) Unconditionally cooperate with the Landlord and any authorized governmental official or legal agent of any Federal, State, or Local government, in effectuating the amendment and re-issue of the court appearance ticket, criminal or civil complaint, or citation, into the name of the Tenant; (2) Appear at the appropriate State or Federal Court, or City, County or Federal Prosecutors office to make effective the amendment and re-issue of the court appearance ticket, criminal or civil complaint, or citation into the name of the Tenant.

51. **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 legal counsel or other qualified person.**

This LEASE AGREEMENT is signed on \_\_\_\_\_, \_\_\_\_\_.

Each person who signs it acknowledges, by their signature, that they have read it, understand it, and voluntarily agree to it. Further, each person is mentally competent and 18 years or older.

IN WITNESS WHEREOF, Tenant has executed this Lease as of the date first above written, and Landlord has executed the same as of the date set out below.

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_

**LANDLORD:**

\_\_\_\_\_  
Name: **Leasor TBD**  
\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



# LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE OF INFORMATION FOR RESIDENTIAL LEASES

5734 Hampshire

Property Address: Pittsfield MI 48197 Housing was built during or after 1978 Housing was built before 1978

\*If built after 1/1/1978 then skip to the signature and date lines at the bottom.

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

(i)  Lessor has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).(ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

(c)  Lessee has received copies of all information listed above.(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's Acknowledgment (initial)

(e)  Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: <u>Sanjay Arora</u> Lessor	<u>09/27/2018</u> Date	_____	_____
Sanjay Arora		Lessee	Date
DocuSigned by: <u>Nitu Arora</u> Lessor	<u>09/27/2018</u> Date	_____	_____
Nitu Arora		Lessee	Date