

STANDARD LEASE AGREEMENT

"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."

1. **Date of this Agreement:** _____
2. **Move-in Date:** _____
3. **Identification of Landlord and Tenant.** This Agreement is entered into on the date above indicated between _____ (Landlord) and _____ (Tenant).

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

4. **Identification of Premises.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the Premises located at:

Street Address: _____
Unit # (If applicable): _____
City: _____ State: Michigan

together with the following furnishings and appliances: _____

Rental of the Premises also includes: _____

5. **Limits on Use and Occupancy.** The Premises are to be used only as a private residence for the above listed Tenant(s) and the following individuals: _____
Occupancy by guests for more than _____ is prohibited without Landlord's written consent and will be considered a breach of this Agreement.
6. **Term of Tenancy.** The rental will begin on _____, 20____.
The Tenant agrees to lease the premises for the period of _____/_____/_____ through _____/_____/_____.
7. **Rent Amount and Payment of Rent.** Total amount of rent due for lease period is \$_____, payable in monthly installments of \$_____ to the Landlord and payable in advance on the ____ day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day.

Delivery of payment:

Rent will be paid:

- by mail, to _____
- in person, at _____
- or at such other place as Landlord designates.

Form of Payment:

Landlord will accept payment in these forms:

- personal check made payable to _____
- cashier's check made payable to _____
- credit card
- money order
- cash

Prorated first month's rent.

For the period from Tenant's move-in date, _____/_____/_____ through _____/_____/_____, Tenant will pay to Landlord the prorated rent of \$_____. This amount will be paid on or before the date the Tenant moves in.

8. **Late Charges.** If Tenant fails to pay the rent in full before the end of the _____ day after it is due, Tenant will pay Landlord a late charge of \$_____, plus \$_____ OR _____ % of monthly rent amount, for each additional day that the rent remains unpaid. The total late charge for any one Rental Period will not exceed \$_____. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

9. **Timely Payment of Rent.** Failure of Tenant to pay rent on the day it is due on three or more occasions during any previous six month period is a breach of this Agreement and grounds for termination of the tenancy.
10. **Additional Rent:** If the Tenant fails to perform any obligation of this Agreement, such as, but not limited to, payment of utilities, trash removal, repairs, maintenance, etc., which results in a monetary expenditure by the Landlord, such amounts will be deemed additional rent which is immediately due and payable OR all payments made to Landlord will be applied to amounts owed for these expenditures in the following order: 1st-late fees; 2nd-utilities; 3rd-damages; 4th-pass due rent; 5th-current rent due.
11. **Returned Checks and Other Bank Charges.** If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$_____, plus any bank charges assessed.
12. **Renewal and Modification of Lease Agreement:** This Agreement shall be automatically renewed for successive terms of one month each, subject to the following conditions: Landlord or Tenant may decline the automatic renewal of this Agreement by giving one month advance written notice prior to the expiration of the original term or successive terms. Landlord may increase said rental amount or modify Agreement for any extended term by giving advance written notice equal to one month to the Tenant. Tenant agrees that any changes or modification of this Agreement must be written and signed by Landlord or their agent. Under no circumstances are oral agreements binding.
13. **Cleaning Fee:** Tenant agrees to pay a non-refundable cleaning fee of \$_____. (Cleaning Fee must be paid prior to move-in date.)
14. **Security Deposit:** Tenant agrees to pay security deposit of: _____ /100 dollars (\$_____) which will be refunded after termination of tenancy in the manner prescribed in the Landlord-Tenant Relationship Act of the State of Michigan, and upon satisfaction of the terms and conditions of this Agreement. *Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other amount owed or due under this Agreement.*
15. **Other Cost:** Tenant agrees to be responsible for and/or pay the cost of:
- | | | | | | | | | | |
|--------------|--------------------------|----------|--------------------------|----------|--------------------------|---------------|--------------------------|--------|--------------------------|
| Electricity: | <input type="checkbox"/> | Water: | <input type="checkbox"/> | Lawn: | <input type="checkbox"/> | Pest Control: | <input type="checkbox"/> | Other: | |
| | | | | | | Smoke | | _____ | <input type="checkbox"/> |
| Heating | | | | Snow | | Detector | | Other: | |
| Fuel: | <input type="checkbox"/> | Garbage: | <input type="checkbox"/> | Removal: | <input type="checkbox"/> | Battery: | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
| Cooking | | | | Shovel | | Telephone | | Other: | |
| Fuel: | <input type="checkbox"/> | Trash: | <input type="checkbox"/> | Walks: | <input type="checkbox"/> | Lines: | <input type="checkbox"/> | _____ | <input type="checkbox"/> |
16. **Excessive Utility Usage.** In the case where the Landlord pays the utility, the Tenant agrees to reimburse Landlord for utility usage, including unreported water leaks, that exceeds the monthly average use during the preceding twelve month period.
17. **Notice of Utility Shut Off.** Where Tenant is responsible for paying for heating, Tenant shall send the Landlord a certified letter seven (7) days in advance of heat being turned off; if Tenant fails to give such notice, Tenant agrees to pay Landlord for any damages caused by heat being turned off.
18. **Inventory Checklist:** Tenant hereby acknowledges receiving an inventory checklist that must be returned to the Landlord within seven (7) days of obtaining possession of the Premises or the Premises will be considered free of defects. Items found torn, burned, stained, inoperative, or damaged in any way must be reported on the inventory checklist.
19. **Habitability.** Tenant has checked the Premises thoroughly and agrees the unit is entirely habitable as to health and safety; however, if any complaint in regard to the Premises is found, Tenant shall send the Landlord a certified letter within forty-eight (48) hours of move-in date, notifying him or her of details.
20. **Locks and Landlord Access:** Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. All keys must be returned upon vacating the Premises. \$_____ will be charged for each lost or missing key.
21. **Subleasing, Sharing, Assignment and Guest at Premises:** No subleasing, sharing of Premises, or assignment of agreement is permitted.
22. **Parking:** No parking on property other than Tenant's personal vehicle and then only at such locations as specified by Landlord. No commercial vehicles, boats, or trailers shall be parked on Premises. Repair or maintenance of vehicles is not allowed on property without written permission.

23. **Personal Injury/Liability/Indemnification/Damage to Tenant's Personal Property:** Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Tenant's family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all losses, costs, expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform or negligent performance of a duty imposed by law. Landlord is not responsible for damage to Tenant's personal property resulting from fire, storm, rain, flood, power outage, appliance failure, theft, vandalism, leaking fixtures, acts of God, etc. Tenant accepts responsibility for insuring their personal property. Landlord highly recommends the Tenant obtain renter's insurance.
24. **Pets:** No animals or pets shall be brought on the Premises without prior written consent of the Landlord.
- The Tenant agrees to pay a non-refundable pet fee of \$_____ and acknowledges the receipt and execution of a "Pet Agreement" that is attached and made part of this Agreement. (Pet fee must be paid prior to move-in date.)
25. **Tenant's Maintenance Responsibilities:** Tenant shall keep the Premises, including furniture and all fixtures, in a clean, sanitary and orderly condition with special attention to the stove and refrigerator, if provided, and leave the unit in the same condition as when taken except for normal wear and tear. Landlord will not pay for cleaning or any work of this kind contracted by the Tenant, unless expressly authorized in writing.
26. **Renovations and Remodeling:** Tenant agrees not to make any repairs or alterations to the Premises, including repainting, remodeling, driving nails in woodwork or walls, using any adhesive items on walls, without written consent of the Landlord. The Landlord will not pay for remodeling, decorating, or any work of this kind contracted by the Tenant, unless authorized in writing prior to the beginning of any renovation or remodeling. The Tenant further agrees not to remove any furnishings, fixtures, or appliances without written consent of the Landlord.
27. **Items Not Allowed:** Tenant may not place any of the following in or on the Premises without written authorization from Landlord:
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28. **Repairs.** With written permission of the Landlord, the Tenant agrees to promptly have repairs made by authorized persons only or reimburse Landlord for damages to the Premises during the tenancy. The Landlord must be notified immediately of anything broken, stained, leaking, or inoperable. Tenant shall immediately pay for any costs incurred and/or damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks, or lavatory caused by Tenant or guest. Tenant accepts responsibility to mitigate damage to property from any and all causes.
29. **Landlord's Rights Concerning Entry.** Landlord reserves the right to repair, show unit, or inspect the Premises for cleanliness or damage upon twenty-four (24) hour notice. In the event of emergencies, the Landlord may enter without notice.
30. **Disposal of Garbage, Debris, and Junk.** Tenant agrees to regularly dispose of all garbage, debris, or junk during occupancy and upon vacating the Premises as prescribed by the laws of the State of Michigan and the ordinances of the locality in which the Premises is located.
31. **Use of Premises.** Tenant agrees to use the Premises for residential purposes only and not for business, illegal, or hazardous purposes. Tenant may be evicted upon a seven (7) day Notice to Quit if the Tenant, member of Tenant's household, or other person under the Tenant's control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance as defined by Michigan Public Act 368 of 1978, on the Premises. Tenant shall not permit a use of the Premises that generates an unusual amount of traffic.
32. **Disturbances and Quiet Enjoyment of Others.** Tenant agrees to be responsible for his or her conduct and the conduct of any co-tenants, guests, or other occupants of the premises. The engagement, by anyone occupying or on the premises, in any activity, including the playing of instruments, electronic devices, or mechanical devices, that in any manner disturbs or annoys other tenants or neighbors is a breach of this Agreement. This activity includes assault and aggressive and/or vulgar behavior or conduct. Landlord is not a law enforcement officer and will not get involved in co-tenant or neighbor disputes. Landlord has the sole discretion to terminate tenancy based on this clause in his or her best judgment.
33. **Smoke Detector Disclosure.** Tenant agrees that apartment is equipped with a working smoke detector. Tenant shall maintain smoke detector in working order at all times. Tenant also hereby acknowledges the receipt and execution of a "Smoke Detector Acknowledgement Form" which is attached and made part of this Agreement. Tenants will be charged for missing or damaged smoke detectors.
34. **Rules & Regulations.** Any rules and regulations published by Landlord become part of this Agreement. Tenant agrees to abide by all rules and regulations that may be published by Landlord.

35. **Violations of Agreement and Cause for Eviction.** Violation of any provision of this Agreement, rules, or regulations can be cause for eviction, including failure to make rent payments in a timely manner as set forth in paragraph 7 of this Agreement.
 36. **Lead-based Paint Disclosure.** "Lead-Paint" (Housing constructed before 1978 only). Tenant(s) acknowledges, receipt, review and execution of the Lead Warning and Disclosure Statements on the backside hereof and receipt of the EPA pamphlet.
 37. **Covenants and Conditions.** Each provision of this Agreement performable by Tenant shall be deemed both a covenant and a condition, which Tenant agrees to strictly abide by. Any violation of any provision of this Agreement shall constitute a material breach of same, in which case Landlord may, at its option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to use its best effort to re-rent the Premises or to otherwise mitigate damages as required by law.
 38. **Binding Effect.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors and assigns.
 39. **No Waiver.** Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
 40. **Severability.** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
 41. **Subordination.** The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.
 42. **Early Termination.** If the Tenant has occupied the unit for more than thirteen (13) months and the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenant may terminate this lease with a sixty (60) day written notice to the Landlord.
 43. **Entire Agreement.** Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire agreement between the parties.
 44. **Abandoned Property.** If the Tenant abandons the Premises, the Landlord is authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenant's abandoned personal property, including but not limited to clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.
 45. **Other:**
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46. **Tenant's signature below indicates the Tenant has read, understood, is satisfied with and agrees to abide by all conditions of this agreement.** The invalidation of any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this agreement.

Signature of Property Owner/Agent/Landlord	Signature of Tenant	Tenant's Social Security Number
Printed Name of Property Owner/Agent/Landlord	Signature of Tenant	Tenant's Social Security Number
	Signature of Tenant	Tenant's Social Security Number

Security Deposit Notice

Security deposit of \$ _____ is to be deposited at: _____

And, if applicable, Surety Bond has been posted with: _____

"You must notify your landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."