

**RESIDENTIAL LEASE**

**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.**

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (collectively "Tenant"), and  
\_\_\_\_\_ ("Landlord").

1. **PREMISES:** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby lease to Tenant, and Tenant hereby rents from Landlord, the grounds, land and residence located at \_\_\_\_\_ ("Premises"). The Premises shall include all easements and other rights that benefit the Premises and shall be subject to all obligations and duties appurtenant to the Premises. The Premises shall also include all appliances, furniture, fixtures and equipment located on or about the Premises

2. **TERM:** The term shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_. Tenant shall be a tenant from month-to-month if Tenant continues in possession after the end of the term. As a month-to-month tenant, Tenant's rent shall be in the amount set by Landlord, and Tenant shall be subject to all provisions of this Lease.

3. **RENT:** Rent for the term hereof shall be payable by Tenant to Landlord or Landlord's designee in equal monthly installments of \_\_\_\_\_ per month, in advance, on the first (1st) day of each month, at the following address: \_\_\_\_\_,

\_\_\_\_\_ or at such other place as may be designated by Landlord from time to time. Rent for partial for months shall be paid on a day for day pro rata basis. A \$\_\_\_\_\_ **late charge** shall be imposed for all rental payments not received on or before the fifth (5th) day of each month. Tenant agrees to pay all rent due by personal check, bank draft, or money order, and to pay a bookkeeping fee of \$\_\_\_\_\_ **for each dishonored bank check**. Failure to immediately pay the aforementioned charges shall constitute a default under this Lease. All charges, expenses and costs of Tenant contemplated hereunder shall also be considered rent for purposes of this Lease.

4. **USE:** Tenant shall use and occupy the premises only for private residential purposes and for no other purpose. Tenant shall obey all police, fire, sanitary and other regulations, and shall neither operate a business enterprise from the Premises nor allow occupancy by anyone except \_\_\_\_\_

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Tenant shall abide by any and all recorded covenants, conditions and restrictions, easements, condominium association rules, home owners association rules, laws and ordinances, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal or refuse, pets, parking, lawn maintenance, snow removal (including sidewalks) and use of common areas. Landlord shall have the right to impose reasonable rules and regulations related to the use and occupancy of the Premises and such rules and regulations shall be effective as of the time they are delivered to Tenant.

5. **UTILITIES:** Tenant shall be responsible for the payment of all utilities, including, without limitation, all gas, electric, water, sewer, cable television, internet service and telephone charges. Tenant shall have all utilities transferred to (or opened in) Tenant's name on or before the lease commencement date. In the event that a utility provider will not allow a specific utility to be transferred to or opened in Tenant's name, Tenant shall nonetheless be responsible for all payments and other costs and expenses associated with such utility, and Tenant shall promptly pay such costs directly to Landlord within ten (10) days of receipt of a bill or invoice for such amount. Notwithstanding the foregoing, Landlord shall keep in its name and be solely and exclusively responsible for payment of the following utilities or services:

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6. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign or transfer (whether by operation of law or otherwise) this Lease or sublet any portion of the Premises without prior written consent of Landlord. Tenant shall not mortgage or otherwise pledge Tenant's leasehold interest herein. Landlord shall have the right to mortgage and refinance the Premises. This Lease shall be subject to any mortgage on the Premises (whether existing or granted hereafter). If requested by Landlord or any lender, Tenant will promptly (within five (5) days of request) execute an estoppel certificate or subordination agreement with respect to this Lease and the Premises.

7. **MAINTENANCE, REPAIRS AND ALTERATIONS:** Tenant acknowledges that it has inspected the Premises and that the Premises are in good order and repair. Tenant shall, at Tenant's own expense, and at all times, maintain the entire Premises including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at the termination hereof, in as good condition as received, reasonable wear and tear excepted. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the Premises without the prior written consent of Landlord. Tenant shall be obligated to repair any damage to the Premises or common areas caused by any act or omission of Tenant or its invitees.

Tenant shall be responsible for all lawn care (including mowing and trimming) and shall keep the grounds and land in good condition and repair. Tenant shall also be responsible for snow removal from all drives, walkways and sidewalks.

8. **ENTRY AND INSPECTION:** Tenant shall permit Landlord or Landlord's agents to enter the Premises at reasonable times and on not less than 24 hours notice for the purpose of inspecting the Premises, for making repairs to the Premises or for showing the Premises to prospective tenants or purchasers. Tenant shall not install or change any locks without the consent of Landlord. Landlord shall be permitted to keep a keybox at the Premises such that real estate agents may enter and show the Premises.

9. **TENANT'S INSURANCE/INDEMNIFICATION:** Tenant shall maintain so-called renter's insurance, which shall cover all of Tenant's personal property and shall provide liability coverage of at least \$50,000.00. In the event of fire or other damage to the Premises or any personal property, the parties mutually waive their rights to subrogation and recovery against each other, their agents, employees or sublessees to the extent they are insured or are required hereunder to carry insurance for said loss. Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on or about the Premises, or any part thereof, or in any common areas, and Tenant agrees to indemnify, defend and hold Landlord harmless from any claims for damages, except for Landlord's failure to perform (or negligent performance of) a duty imposed upon Landlord by law.

10. **COMMENCEMENT INVENTORY CHECKLIST:** Landlord has furnished Tenant with two (2) copies of a Commencement Inventory Checklist. Tenant must note on the Checklist the condition of the unit and all of Landlord's property in the unit. One copy of the Checklist must be returned to Landlord within seven (7) days of the date of occupancy. **FAILURE OF THE TENANT TO COMPLETE THE INVENTORY CHECKLIST WILL BE DEEMED AN AGREEMENT THAT THE UNIT AND THE OWNER'S PROPERTY IN THE UNIT WERE IN GOOD, CLEAN, UNDAMAGED AND SERVICEABLE CONDITION AT THE MOVE-IN DATE.**

11. **DEFAULT:**

(A) If Tenant fails to pay rent or any other sum required hereunder when due, or if a health hazard or extensive and continuing physical injury to the Premises or common areas exists, Landlord may terminate this lease by providing seven (7) days' written notice to Tenant.

(B) If Tenant, a member of the Tenant's household, or other person under the Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the leased premises, Landlord may terminate this lease by providing seven (7) days' written notice to Tenant if Landlord has made a formal police report.

(C) If Tenant breaches any other provision of this lease, Landlord may terminate the lease by providing one month's written notice to Tenant.

At the expiration of the applicable notice period, this lease shall terminate and Landlord shall be entitled to possession of the premises and shall have the right to institute summary proceedings to evict Tenant, in accordance with applicable law. If Landlord re-enters the premises and terminates the tenancy of Tenant pursuant to this section, Tenant's duty to pay rent shall continue, subject to Landlord's duty to mitigate damages. In addition to all other rights

and remedies available to Landlord at law or at equity, in the event of a default by Tenant, Landlord may declare the entire rent for the term hereof to be immediately due and payable, effective immediately upon the mailing of written notice to tenant (addressed to Tenant at the Premises). Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages. Either party to this Lease may have a court determine the actual amount owed, if any. In the event Landlord sends a notice of termination as provided herein, Tenant shall immediately pay to Landlord all sums owing, and shall immediately vacate the premises. Tenant will indemnify Landlord for any and all costs or expenses (including reasonable attorneys' fees and court costs) incurred by Landlord as result of Tenant's breach and/or default under this Lease. If Tenant breaches any provision of this Lease, Tenant shall be deemed in default under this Lease. Under no circumstances shall Landlord be deemed to be in default hereunder unless Tenant provides Landlord with written notice of such alleged default and allows Landlord thirty (30) days to remedy such alleged default, and then if Landlord does not remedy such alleged default, Tenant shall provide Landlord with a second written notice and allow Landlord an additional thirty (30) days to remedy such alleged default (provided, however, that Landlord shall be entitled to additional time if Landlord determines that such additional time is reasonably necessary to cure such default).

12. **SECURITY:** Tenant has provided Landlord with a security deposit in the amount of \$ \_\_\_\_\_, which shall be administered in accordance with Michigan Public Act 348. **THE SECURITY DEPOSIT SHALL NOT BE USED FOR THE LAST MONTH'S RENT. 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.**

13. **LEGAL FEES:** If Tenant defaults hereunder and Landlord institutes an action or summary proceeding against Tenant, Tenant shall reimburse Landlord for Landlord's attorney's fees, costs and disbursements to the extent permitted by applicable law, which amounts shall, at Landlord's option, be deemed to be additional rent hereunder, due on the first day of the month following the incurring of such amounts.

14. **NO WAIVER/TIME:** No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. Time is of the essence of this agreement. Acceptance by Landlord of any amount less than the full amount owing shall not constitute a waiver of the balance owing, notwithstanding any letters accompanying any payment or notations on any check.

15. **ABANDONED PROPERTY:** If Tenant vacates or abandons the Premises and/or leaves any personal property, Landlord shall have the right to utilize or dispose of said

property in any manner it deems appropriate, and shall have no duty or responsibility to account for said property to Tenant. For purposes hereof, the Premises shall be considered abandoned when the rent is unpaid, or there appears to be no visible sign of occupancy by Tenant, or when Tenant has failed to respond after three (3) days' written notice to Tenant at the Premises by ordinary mail.

16. **NOTICE TO LANDLORD:** The name and address of Landlord for purposes of notice hereunder and under the Truth in Renting Act is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. **PROVIDING NOTICE:** Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the Premises or to Landlord at the address set forth in Paragraph 16. above, or at such other places as may be designated by the parties in writing from time to time. Furthermore, Landlord may give any notice permitted or required under this Lease to Tenant by email to Tenant's email address provided below Tenant's signature herein below.

18. **SEVERABILITY:** If any provision contained herein is prohibited by statute or declared unenforceable as a result of any judicial decision, that provision shall be null and void, and shall not be considered a part of this Lease. In such event, the remainder of this Lease shall not be affected and shall remain in full force and effect.

19. **NO PERSONAL LIABILITY OF LANDLORD:** If Tenant shall receive a money judgment against Landlord relating to the Premises or Landlord's failure to perform any obligations under this Lease, such judgment shall be satisfied only out of the proceeds of sale of Landlord's interest in the Premises, and neither Landlord nor its agents or employees shall be held personally liable for any deficiency.

20. **ENTIRE AGREEMENT:** This Lease, the exhibits hereto, and the Security Deposit Information Letter to Tenant constitute the entire agreement between the parties and may be modified only in writing signed by both parties. Tenant hereby acknowledges receipt of a copy of such documents. Notwithstanding anything herein to the contrary, each of (i) Tenant's representations, covenants and warranties in this Lease and (ii) Tenant's obligations under this Lease to indemnify and/or reimburse Landlord shall survive the termination and/or expiration of this Lease (subject to applicable law, if any). Notwithstanding any choice/conflict of law rules to the contrary, this Lease shall be governed solely by the laws of the State of Michigan, to the exclusion of all other laws. Tenant shall not record this Lease or any memorandum, affidavit or similar instrument with respect to this Lease or the Premises with any register of deeds. Unless otherwise expressly provided herein, Tenant shall perform all of its obligations under this Lease at its sole cost and expense. This Lease may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Lease. This Lease may be executed by facsimile and/or electronic mail signatures. Submission of the form of this Lease to either party shall not constitute an offer by the other party to enter into this Lease, and under no circumstances shall this Lease be effective unless it is executed by Landlord and Tenant.

21. **LEAD-PAINT DISCLOSURE:** Federal regulations require that Landlord provide Tenant with an EPA-approved lead hazard information pamphlet and make certain disclosures to Tenant concerning presence of known lead-based paint and lead-based paint hazards. Tenant acknowledges receipt of the lead-based paint pamphlet and a completed lead-based paint hazard disclosure form.

22. **MCL 554.601a:** If Tenant has occupied the Premises for more than thirteen (13) months, then Tenant may terminate this Lease by a 60-day (prior) written notice to Landlord if (and only if) one (1) of the following occurs:

- (a) Tenant becomes eligible during the term of this Lease to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility; or
- (b) Tenant becomes incapable during the term of this Lease of living independently, as certified by a physician in a notarized statement.

23. **MCL 554.601b:** 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 obligation under MCL 554.601b.

24. **LEGAL COUNSEL:** Landlord and Tenant acknowledge and agree that the real estate broker(s), agent(s) and/or salesperson(s) have recommended that Tenant retain an attorney to review, analyze and negotiate their respective obligations under this Lease. The parties acknowledge and agree that this form Lease is provided solely as a courtesy and a convenience to Landlord and Tenant and with no representation or warranty as to the applicability or effectiveness of this Lease as to any term or provision contained herein. Landlord and Tenant have both been advised to consult local authorities to confirm compliance with applicable laws, codes and ordinances. The parties have been advised to engage legal counsel to determine their respective rights and obligations under this Lease.

25. **DISCLAIMER:** Landlord and Tenant agree that the real estate brokers, agents and salespersons do not make any warranties or representations or assume any responsibility for the representations made by Landlord pertaining to the Premises. It is further understood that no representations or promises have been made to Tenant or Landlord by the real estate brokers, agents or salespersons, or other than those contained in this Lease or as otherwise made or given by Landlord to Tenant. Unless expressly contained in a signed written instrument, brokers agents and salespersons have no knowledge of, and make no representations regarding (a) compliance of the Premises with applicable statutes, laws and/or ordinances; (b) compliance of the Premises and/or this Lease with applicable recorded restrictions, mortgages, easements and other instruments, if any; (c) the existence of adverse environmental conditions and/or underground storage tanks at or in the vicinity of the Premises now, or in the past; (d) any information related to the physical condition of the Premises including appliances, furnishings, fixtures or equipment.

26. **JOINT AND SEVERAL LIABILITY:** In the event this Lease is executed by more than one Tenant, then each Tenant shall be jointly and severally liable for all obligations under this Lease.

27. **PETS:** \_\_\_\_\_.

28. **SMOKING:** \_\_\_\_\_.

29. **LOCAL ORDINANCE PROVISIONS:**

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\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed this Lease as of the date set forth above.

TENANT:

LANDLORD:

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

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

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

\_\_\_\_\_  
Phone: \_\_\_\_\_

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Phone: \_\_\_\_\_

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E-Mail Address: \_\_\_\_\_

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E-Mail Address: \_\_\_\_\_