

RENTAL AGREEMENT

SEND PAYMENTS TO:

**DJH REALTY
117 GUNSON STREET
EAST LANSING, MI 48823
PHONE NO. (517) 575-0008**

This LEASE, made this _____ day of _____, 20____, between _____, hereinafter called the "Landlord or Lessor" and _____,
_____ jointly and severally (herein after called Tenant or Lessee or Resident).

1. TERMS AND PREMISES: Landlord hereby leases to Tenant, () House or () Apartment located at _____ in the city of East Lansing, Michigan, for a term of _____ commencing on _____, 20____ and ending at 12:01 AM on _____, 20____.

2. RENT: Tenant shall pay to the Landlord as rent the sum of \$ _____ for the full lease period. Rent will be paid as follows:

\$ _____ due by _____

\$ _____ due by _____ Initial as to paragraphs one (1) and two (2):

\$ _____ due by _____

\$ _____ due by _____

A discount of \$ _____ will be given the Tenant if the rent is paid by the due date of each rental period. Rents may be paid by check, ACH, credit/debit card or money order. Mailed payments are considered received and paid on the date they are postmarked.

2.1 RENT ARREARAGE: Any rental payments received by Landlord will be applied first to any past due rent, additional rent, and then to current rent. Any portion of the rent due under section 2 above, past due rent or additional rent not paid in full on the due date, disqualifies lessee for the discount for pre-payment and will result in the lessee being charged a late charge in accordance with section 2 above.

2.2 DISHONORED CHECK: A check returned for any reason shall result in a Fifty Dollar (\$50.00) processing fee being charged to the lessee for cost and inconvenience of handling said check. A check returned for any reason may result in the loss of the discount for pre-payment under section 2 above.

3. MAINTENANCE: The Tenant, (except for Apartments) is responsible for the cost of removing ice and snow and other foreign articles from city sidewalks. Tenants who cause any fee, ticket or charge, or allow violations of any City of East Lansing ordinance, which results in a fee or fine to the Landlord, will be responsible for damages in the amount of any civil fine levied, plus any costs or expenses assigned by the court. Such fines, costs or expenses shall be deemed to be additional rent hereunder due from Tenant to Landlord. Such additional rent will be paid within 7 days of being notified of such charges by the City or the property owner. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweeping, rubbish, rags, paper towels or any other improper articles shall be thrown into them. Any damages resulting from misuse of such facilities shall be deemed to be additional rent hereunder due from Tenant to Landlord. Smoke detector maintenance is the responsibility of the Tenant. Do not remove or interfere with the smoke detectors except for normal maintenance.

4. SECURITY DEPOSIT: Upon execution of this Lease, Resident will deposit with Landlord the sum of \$ _____ as security for the full performance by Resident of all the provisions of this Lease. The security deposit shall be deposited at the following financial institution: _____ and may be used only for the purposes permitted under the Security Deposit Act (MCL 554.601-MCL 554.616). Resident will not receive any interest on the security deposit. The fact that Landlord holds a security deposit does not prevent Landlord from obtaining possession of the premises if Resident breaches the Lease. The security deposit is not intended to be credited by Resident against Resident's last rental payment. If Resident fails to pay the required security deposit, Landlord can file and pursue a tenancy/summary proceedings action for non-payment of rent or for termination of tenancy against Resident or can pursue any other rights or remedies which are permitted by law against Resident. Resident agrees to leave the house/apartment clean upon vacating the Premises and to pay for all damages to the Premises including but not limited to furniture, carpets, drapes/blinds, walls and fixtures and to pay for all articles missing, burnt, chipped, broken or torn. Resident will restore the Premises to the same condition in which the Resident received them at the commencement of the term, exclusive of reasonable wear and tear. Management will inspect the Premises upon the termination of the Lease to determine the extent of the damage. In the event that there is damage, in Management's determination, the balance of the security deposit will be used to offset Landlord's charges for returning the Premises to their original condition and the remaining amount, if any, will be refunded to the resident.

5. PAYMENTS: Rent checks must be made payable to DJH REALTY or such other payee as designated by Landlord and delivered to Landlord at 117 GUNSON STREET, EAST LANSING, MICHIGAN 48823.

6. POSSESSION: Tenant shall not be entitled to possession of the premises unless and until Tenant and Landlord have completed an inventory checklist, consistent with Section 8 of the Michigan Landlord Resident Relationship Act (MCL554.608). **DELAY OF POSSESSIONS:** If Tenant shall be unable to enter into the premises by reason of the holding over of any previous occupant, or any cause beyond the direct control of Landlord, such event will not affect the validity of this Rental Agreement. Landlord shall not be liable for any damages to Lessee during such period Lessee is unable to occupy the premises except that the rent due hereunder shall be prorated. Landlord is to be the judge when premises are ready for occupancy.

7. USES OF PREMISES: The premises shall be used for resident purposes only by Tenant and those person(s) listed on the lease agreement. Tenant shall not use or permit any person to use the premises in violation of the laws of the United States or of the State of Michigan or of the ordinances or other regulations of the local governmental unit or of any other lawful authority; and all health and police regulations shall be fully complied with by Tenant. No more than _____ persons shall reside on the rented premises. The tenants agree to be jointly and severally responsible for maintaining the above maximum occupancy limits established by the City of East Lansing for the premises. Violations of occupancy limits are major violations, which can result in dollar fines, community service time, or incarceration. Tenants agree to receive no mail for anyone other than those who have signed this lease or a sublease. Tenants agree that if requested they will submit for each semester, in writing to Hudgins Realty an "OCCUPANCY LOG". The occupancy log will list the current occupants of the premises and will be submitted in a timely fashion as requested. Only legally habitable rooms may be occupied. Beds (mattresses, futons, etc.) shall only be kept in approved habitable rooms; no beds shall be set up or stored in the premises elsewhere.

TENANT INITIALS: _____.

7a. Lessee shall not knowingly permit any member of lessee's household, or a guest or other person under Lessee's control; to engage in unlawful activity, including drug related criminal activity, in the unit, in the common areas, or on the grounds of the Premises. Unlawful activities include, but are not limited to, acts of violence that damage or destroy the dwelling unit or disturb or injure other residents or anyone else in the unit, common areas, or on the grounds. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

7b. Tenant's shall not engage in the sale of alcoholic drinks to minors or others (i.e. no blind pig activities).

7c. Tenant acknowledges that the premises are leased under a housing license granted to the property owner by the City of East Lansing and that the tenant's violation of East Lansing ordinances can cause sanctions against this unit's license including terms and conditions, suspension, or revocation of the license. Tenant agrees that if their actions (or the actions of their guests) cause this unit's license to be suspended or revoked, tenant's will have to both move out of the premises and continue to pay rent until the end of the term of this lease as stated in section one. In addition, if tenant's actions (or the actions of tenant's guests) result in suspension or revocation of this unit's housing license, tenant agrees to pay as damages, to the property owner, additional rent at the rates established in section two (2) of this lease beyond the term of this lease for as long as the unit's license is suspended or revoked. Tenant's agree that if their or their guest's violations cause the City of East Lansing to impose "terms and conditions" on this unit's housing license, they owe the property owner, as additional rent, an amount equal to one twelfth (1/12) of the

annual rent stated in section 2 of this lease.

Tenant agrees that should Tenant or Tenant's guest receive ONE TICKET for a violation of any of the following ordinances:

- (a) Nuisance party violation contrary to East Lansing Code;
- (b) Party bill violation contrary to East Lansing Code;
- (c) Noise violation contrary to East Lansing Code;
- (d) Unlawful discharge of a firearm contrary to East Lansing Code or State Statute;
- (e) Public disturbance, fight, or brawl contrary to East Lansing Code;
- (f) Operation of establishment for prostitution, illegal sale of intoxicating liquor or controlled substances, gambling, or other illegal business or occupation contrary to East Lansing Code;
- (g) Assault of a police officer or firefighter contrary to East Lansing Code;
- (h) Violation of the maximum occupancy, overcrowding or illegal use of space provisions of the East Lansing City Code.

THEREFORE TENANT AGREES TO COMPLY WITH THE FOLLOWING ADDITIONAL RESTRICTIONS ON TENANT'S USE OF THE LEASED PREMISES IN AN EFFORT TO AVOID ADDITIONAL TICKETS FOR ANY OF THE ABOVE OFFENSES:

- (1) the maximum number of guests allowed on the premises at any one time shall be twice the unit's maximum occupancy limit stated in section seven (7).
- (2) no amplified music may be played outside of the unit and no speakers may be placed in the windows of the unit.
- (3) no live musical instruments can be played on the premises at any time.
- (4) no alcoholic beverages shall be served to individuals already likely to be legally intoxicated (i.e. likely to test at a blood alcoholic level over applicable state law).
- (5) pay the Landlord a \$500 or \$750 fee if convicted of the ticket (refer to paragraph 36 of this rental agreement).

TENANT AGREES THAT SHOULD TENANT OR TENANT'S GUEST RECEIVE A SECOND TICKET WITHIN TWELVE MONTHS OF A PREVIOUS TICKET FOR ANY OF THE ABOVE (A) THROUGH (G) OFFENSES, they agree to comply with restrictions (2) and (3) listed above, plus the following additional restrictions:

- (6) each member of tenant's household shall be allowed only one guest on the premises at any one time;
- (7) no alcoholic beverages are allowed in or on the premises;
- (8) any additional restrictions imposed by the City of East Lansing on the unit under a "property management plan" or under "Terms and conditions." The above enumeration of pre-agreed upon restrictions on use following the receipt of tickets shall in no way limit the property owner's ability to proceed with eviction proceedings in a court of law for any and all violations of this lease. Tenants acknowledge that if tenant or tenant's guest receive a second ticket for any of the above (a) through (g) offenses, or for over-occupancy, overcrowding, or illegal use of space, property owner will likely move to evict the tenant's.

8. CONDITION OF THE PREMISES: Tenant shall keep the Apartment/House in clean condition, make no alterations or additions, commit no waste, obey all laws and ordinances affecting said premises, and repay Landlord the cost of all repairs made necessary by the negligent or careless use of the Apartment/House and surrender the Apartment/House at the termination of this lease in a like condition as when taken, reasonable wear and tear resulting from careful usage excepted. Tenant shall promptly pay for all expenses for the removal of any wall covering installed by Tenant during the tenancy and for the restoration and repainting of all walls affected. If Tenant shall fail to repair, or pay for damages caused by its waste, misuse or neglect, the cost thereof shall be deemed to be additional rent hereunder due from Tenant to Landlord on the first day of the month following such damages. If Tenant shall fail to make all necessary repairs then Landlord shall have the option to enter upon premises and make such repairs and to charge the expense thereof to Tenant as additional rent hereunder. The property owner shall repair damages to the structure or appliances not caused by tenant act or neglect and causing substantial interference with tenant's quiet enjoyment of the premises. Tenants agree that **should any repair be necessary, the property owner will be notified as soon as possible. Tenants will be held responsible for damage caused by untimely notification to the property owner of necessary repairs** (especially plumbing and roof problems should they develop). Damages caused by untimely notification shall be deemed to be additional rent hereunder due from Tenant to Landlord and will be due on the first day of the month following such damages. **WATER LEAKS, ESPECIALLY RUNNING TOILETS, CAN RESULT IN LARGE WATER BILLS QUICKLY, PLEASE NOTIFY US, WE WILL NOT BE RESPONSIBLE FOR THESE WATER BILLS.**

9. ASSIGNMENT: Tenant's leasehold interest may not be assigned or sublet in whole or in part without the written consent of Lessor. The Lessor will not unreasonably withhold consent to sublet or assign. In the event of a sublease, at least 50% of the original signatories are required to remain in and reside in the property. A fee of up to \$500 per sublet or per substitution of one tenant for another on the lease is reserved by the Lessor.

10. ALTERATIONS: Tenant shall make no alterations, decorations, additions or improvements in or to the premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such works shall be

done at such times and in such manner as Landlord may from time to time designate. All alterations, additions, or improvements made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises, as a part thereof, at the end of the term. Any lien filed against the premises, for work done or materials furnished, shall be discharged by Tenant within ten (10) days thereafter.

11. ACCESS TO PREMISES: Lessor shall have free access at any reasonable hours to the premises for the purpose of examining it or exhibiting same to prospective buyers or tenant(s), or for making alterations or repairs. Tenant accepts and consents that the owner may remodel this dwelling during your lease term. All work will be completed during regular business hours, in a workman like manor, with no reimbursement to tenants. Landlord may require a Tenant to make any repairs deemed necessary or to pay for repairs that resulted from the Tenant’s misuse of the premises. Should Tenant fail to make such repairs within a reasonable period of time, Lessor may make such repairs and shall not be liable in damages or otherwise for any loss occasioned thereby. Tenants shall forthwith pay the cost of all repairs, and in default thereof, such amounts shall be considered rent in arrears and Landlord may take such action as permitted by law to recover same.

12. UTILITIES: Tenant shall place in tenants name prior to the beginning of the lease, and pay for all utilities separately metered or billed to the Apartment/House. If utility services are not established in tenants name by move in date a \$50 administrative fee will be assessed. If Resident fails to place said utilities into Resident’s name or fails to pay, when due, all utilities that Resident is responsible for, it shall be deemed a material breach and violation of the Lease, and Landlord may file a tenancy/summary proceedings action for non-payment of rent or for termination of tenancy against Resident and Landlord may file and pursue any other rights and remedies which are permitted by law against Resident. Landlord is not liable for any damages or losses that result from the failure, malfunction, or interruption of utility services, unless the interruption of the services is caused by Landlord’s negligence or acts of omission. Resident shall not discontinue or terminate, or cause or allow such to be discontinued or terminated, any heat, gas, or electrical utilities for the leased premises. Resident shall be liable for all damages and losses of whatsoever kind that Landlord or its agents or insurers incur and suffer as a result of the termination of the heat, gas, or electrical utilities by reason of the acts or omissions or Resident, any member of Resident’s household, Resident’s guests, or any person under the Resident’s control. Landlord shall not be liable for any damages or losses, nor shall Resident be entitles to claim breach of Lease for failure to furnish utilities or services caused by strikes, malfunctions, equipment failure, failure of source or supply, acts of nature, or by acts beyond the control of Landlord.

Water/Sewer	City of East Lansing	319-6890
Electric	Board of Water and Light	702-6006
Natural Gas	Consumers Power	1-800-477-5050
Garbage	Weekly pick up day is:	_____

Lessor agrees to furnish: water/sewer _____, electric _____, natural gas _____, trash pick-up _____. Tenant further agrees to maintain such utility service for seven (7) days after the termination of this rental agreement to enable lessor to clean the premises. Rent will not be adjusted due to failure of equipment when such is beyond the Landlord’s control.

13. JOINT RENTAL TENANCY: If this lease agreement is signed as Resident by more than one person, then the liability of each person who signs the lease as Resident shall be JOINT AND SEVERAL, and all persons signing this Lease ARE JOINTLY AND SEVERALLY liable. Thus, if more than one person executes this Lease as Resident, each shall be collectively and individually liable for the obligation (monetary and otherwise) contained herein, whether or not such Resident is in actual possession of the Premises. Any act or notice of or to, or refund to, or the signature of, any one of them, in relation to the extension or termination of the Lease, or under or with respect to any of the terms hereof, shall be fully binding upon each and all of the persons executing this Lease as Resident. A notice of termination of this agreement by any Resident shall be deemed a termination applicable to all occupants.

14. INSURANCE: Resident acknowledges and understands that Resident’s personal property and household belongings in and about the premises are not insured under any fire or other insurance policy maintained by Landlord. IT IS UNDERSTOOD AND AGREED by Resident that the personal property and belongings of Resident, any member of the Resident’s household, Resident’s guests, or any other person, ESA, service animal or pet under Resident’s control are not insured by Landlord for either damage or loss; and Landlord assumes no liability for any such damages or losses; and Resident acknowledges that it is the sole responsibility of Resident to purchase and obtain a renter’s insurance policy to protect against such damages or losses. It is clearly and unequivocally understood that Resident must obtain a renter’s insurance policy to protect against such damages or losses. It is clearly unequivocally understood that Resident must obtain such insurance coverage. Resident acknowledges and understands that their Renter’s Insurance policy needs to include coverage for hotel stays in the event the house/apartment cannot be occupied due to any occurrence. **Initial:** _____.

15. FIRE DAMAGE: In case the Apartment/House shall be partially damaged by fire or other cause at any time during the said term, the premises shall be repaired by Landlord with all reasonable dispatch, and provided that such damage has not been caused by the acts or omissions to act by Tenant, their guest(s) and invitee(s), 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 Apartment/House without substantial inconvenience, there shall be no reduction of rent, and (ii) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any), no reduction shall be made beyond a reasonable time allowed for such adjustment. If the damage caused by fire or other cause shall amount substantially to the destruction of the Apartment/House or the building containing the Apartment, 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 thirty (30) days after the occurrence of the fire or other casualty resulting in such damage. If Tenant elects to rent or utilize alternate housing facilities following damage to the leased premises, the Tenant shall be responsible for payment for such alternate facilities. The residents are solely liable and responsible for all fire and smoke damage and losses, of whatsoever kind, to the leased premises, the Landlord's building, the Landlords property, and the property of others, which are caused by the negligence, tortuous acts, or other acts of omission of the tenant, any member of the tenants household, the tenants guests, or any other person under the tenants control. It is expressly, clearly, and unequivocally agreed by the parties that the Tenant is solely liable to Landlord or Landlord's insurer or agent for all such fire and smoke damage and losses which are caused by the Tenant, any member of the tenants household, the Tenants guests or any person under the Tenants control. It is clearly agreed that the tenant, and not the landlord, is liable for all such fire and smoke damages and losses.

15a. SPECIAL PROVISIONS: Tenant's shall not allow any motorcycle or moped inside of the leased premises for any reason whatsoever. Bicycle storage is limited to the basements and porch areas of the premises if the unit has such. Tenants agree to not bring inside or store even temporarily any flammable liquid, especially gasoline. To further help prevent fire, tenants agree to not store, under any circumstances, anything within four feet of the furnace or hot water heaters, not to cover any light fixture with any paper or cloth product, and not to run electrical extensions cords under carpet.

15b. FIREPLACES: FIREPLACES SHALL NOT BE USED TO MAINTAIN A LIVE FIRE AT ANY TIME.

16. DEFAULT: If Tenant shall default in fulfilling any covenant or condition of this lease, or if Landlord shall deem objectionable or improper any conduct of the Tenant or any of those living in or visiting the premises, the Landlord may, when applicable, give Tenant(s) seven days notice of intention to terminate this lease, or such other notice as prescribed by law, and at the expiration of said period, the term of this lease shall expire and the Tenant shall then quit and surrender the premises to the Landlord.

17. PREMATURE TERMINATION: If Tenant vacates the premises prior to expiration of the term of this lease, Tenant's liability to pay rent shall continue until the premises are re-rented. In the event of eviction for nonpayment of rent or any other breach of this lease by Tenant, Landlord shall have the right to re-lease the Apartment/House to mitigate damages. Tenant shall remain liable for any difference between the rent so collected and the rent due under the lease, plus allowable expenses arising from the eviction and re-leasing. It is mutually agreed by the signing of this lease, that any and all security deposits and cleaning fees paid are forfeited to the Landlord as rent in the event of any breach of this lease agreement.

18. HOLDING OVER: Lessee shall, upon termination or expiration of this rental agreement, immediately surrender possession of the Premises to Lessor. **IF LESSEE CONTINUES IN POSSESSION OF ANY PART OF THE PREMISES AFTER THE EXPIRATION OF THE TERM IN SECTION ONE ABOVE, THIS RENTAL AGREEMENT SHALL CONTINUE, IN THE SOLE DISCRETION OF THE LESSOR, IN FULL FORCE AND EFFECT ON A DAY TO DAY BASIS AT A RATE OF \$500.00 PER DAY.** Lessor may also elect to terminate the tenancy and seek judicial assistance to evict the Lessee. It is specifically agreed that Lessee shall be deemed to have surrendered possession upon expiration of this Rental Agreement only when all keys to the Premises have been returned to Lessor. I have read and understand this section:
Tenants initials _____.

19. NO WAIVER: The failure of Landlord in any case to enforce or insist upon strict performance of any provisions of this Lease, including the Community Rules and Regulations, will not prevent any subsequent act that would have originally constituted a default hereunder from having all of the force and effect of an original default. The receipt by Landlord of any payment with knowledge of the breach of any provisions of this Lease, including the Community Rules and Regulations will not be deemed a waiver of such breach. No provision of this Lease will be deemed to have been waived by any act or conduct by Landlord, unless such installment of rent herein stipulated will be deemed to be on account of the rent earliest due, and Landlord may accept any payment without prejudice to Landlord's right to recover any other sums due from Resident or pursue any other remedy provided in this Lease regardless of any endorsement or statement accompanying such payment.

20. WAIVER OF SUBROGATION: Each party does hereby remise, release and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

21. EMINENT DOMAIN: If the whole or any part of the leased premises shall be condemned or taken by any governmental authority for any purpose, the term of this lease shall cease on the part so taken from the day the possession of that part shall be taken and the rent shall be paid up to that day. If only a part of the leased premises is so taken, Tenant may continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose; provided, however, that both Landlord and Tenant shall have the right to cancel this lease and declare the same null and void by delivery of five day's written notice to the other, such cancellation to be effective as of the day the possession of that part of the leased premises shall be taken with rent being paid up to that day.

22. MODIFICATIONS: No modifications of this lease shall be binding upon Landlord or Tenant unless agreed upon by them in writing.

23. NOTICE: Whenever under this lease or any statute, provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if notice to the Tenant is in writing and is addressed and mailed to the last known address of the Tenant, or left at the leased premises if the Tenant then occupies the same. Notice which is required to be given to the Landlord shall be given in writing and addressed and mailed to the landlord at the address recited in section No. 5.

24. APPLICATION FOR TENANCY: This lease is given pursuant to the Application of Tenancy and the representations, conditions and provisions of the Application are incorporated herein.

25. RULES AND REGULATIONS: Resident, any member of the Resident's household, Resident's guests, or any person under Resident's control shall strictly comply with all of Landlord's current and future rules, regulations, and policies governing the Premises and the apartment community. It is agreed and understood that the community Rules and Regulations are part of this Lease and a material violation of the Rules and Regulations by Resident, any member of Resident's household, Resident's guests or any other person under Resident's control will constitute a material breach of the Lease and will justify the immediate termination of Resident's tenancy. Landlord can revise, change, amend, or discontinue any rules, regulations, and policies at any time, at its sole discretion, by posting a notice for 30 days on a bulletin board or other area designated for notices to Residents in the community or by providing 30 days written notice to Residents. It is understood and agreed that Landlord is not responsible for the non-compliance of the community Rules and Regulations by other Residents or their family members or guests.

26. SELL, CONVEY OR MORTGAGE: If Lessor shall sell the building containing the leased premises, Security Deposit will transfer to the purchaser, and upon written notification to the Tenant, Landlord shall be deemed released by the Tenant from all liability for the return of such Security Deposit and Tenant shall look solely to the purchaser for the same. Lessor shall have the right to sell or otherwise convey its interest in the premises at any time subject to the rights of the Lessee under this Rental Agreement. Lessor also reserves the right to subject and subordinate this Rental Agreement at any time, to a lien, of any mortgage or land contract, now or hereafter placed upon the interest of Lessor in the premises. Lessee agrees and covenants to execute and deliver, upon demand, any existing or future instrument or instruments subjecting or subordinating this Rental Agreement to said lien. To the extent permitted by law, upon transferring all of Lessor's interest in the real estate of which the premises are a part, Lessor shall be released from all liability hereunder.

27. NON-REFUNDABLE CLEANING FEE: In addition to the aforementioned Security Deposit, and the aforementioned rents, the Landlord charges a non-refundable preparation fee of \$_____. This fee is payable upon the signing of the lease. This cleaning fee is non refundable.

28. RECREATIONAL AND ADDITIONAL FACILITIES: Covered or uncovered automobile parking space(s) and laundry facilities (if not leased at an additional rental), recreational facilities, bicycle racks, storage areas or any other facilities which do not constitute part of the demised premises shall be deemed gratuitously furnished by Landlord, and the use of such facilities shall be expressly conditioned upon compliance with all rules and regulations pertaining thereto issued by Landlord. Landlord does not guarantee the availability of parking space(s), unless leased at an additional rental, nor police the same. Tenant hereby acknowledges receipt of a current set of rules regulating the use of the swimming pool and associated facilities (if provided). Landlord shall not be liable for any loss of property, whether by theft, casualty or otherwise, or for any damage of injury whatsoever to person or property, occurring on or from any of the facilities described in this section.

29. This lease is made in a manner to comply with all applicable Michigan statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a statute, said violation was inadvertent.

30. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the lease shall remain in full force and effect.

31. Tenant has read and agrees to abide by all "Rules and Regulations" and acknowledges that violation of any provision in this agreement or rules is sufficient to give rise to Landlord's right to take all legal actions provided for by the laws of the state. Premises shall be occupied and all rents shall be paid only by undersigned.

32. **CARE AND MAINTENANCE OF THE PREMISES:** Lessee covenants and agrees to maintain the premises in a pleasant and safe condition at all times. Lessee covenants and agrees not to cause or permit any trash accumulation, waste, misuse or neglect of the premises or of any furnishing or appliance therein provided by Lessor. Lessee shall pay for all damages so caused by anyone, except incidents of criminal trespass, during the term of this rental agreement. Such damages shall be deemed to be additional rent hereunder due from Tenant to Landlord.

33. **CAPTIONS:** Captions are inserted only as a matter of convenience and for reference, and shall in no way define, limit or describe the scope of this rental agreement nor the intent of any provision thereof.

34. **FUNCTIONAL FAMILY UNIT:** Lessee's hereby covenant and agree to live together in the premises as a "Family" as defined by the City of East Lansing Housing Code and or Zoning Ordinance, or, more specifically, to live together as a collective number of individuals living together in one dwelling whose relationship is of a regular, long term, continuing and distinct domestic character or bond where each party is responsible for the basic material needs of the others and all are living and cooking as a single housekeeping unit. Lessee recognizes that their association is not temporary or resort/seasonal in character.

35. **KEYS/LOCKS:** Prior to beginning of Rental Agreement, Lessor shall issue keys to Lessee. The stated number of sets will be entered on the inventory check in sheet. At the end date of this Rental Agreement, and not thereafter, Tenant shall turn in all keys. In the event tenant fails to return said keys, Lessee will be charged for changing locks and cutting new keys. Extra keys will be furnished during the lease term at a charge of fifty (\$50.00) Dollars per key. Under no circumstances shall Tenant gain entrance through a window, door or otherwise without a key. Lessee agrees not to change the exterior door locks or bedroom door locks. Lessee agrees no bedroom door locks shall be installed unless the work is performed by the Lessor. On or before termination of this rental agreement, Lessee shall return all keys provided to Lessee. Bedroom door keys are to be left in the bedroom doors Bent/damaged keys are treated as lost keys.

36. **NOISE:** Tenants shall not use the premises in such a manner as to **generate noise, which will disturb other residents or neighbors**. Tenants acknowledge that they are aware of the East Lansing Noise Ordinances (merely requiring someone from off the premises to be bothered by noise emanating from the residence and complain about it (i.e. there is no minimum noise level decibel type standard, this is subjective). Tenant's agree that **no live bands may play on the premises**, and that musical instruments play be limited to one at a time on the premises after 9 PM. Tenants agree that in addition to any fines they pay, which are imposed by the City of East Lansing for noise violations at their residence caused by either tenants guest or tenants, they will in addition owe the property owner (A) a noise fee of \$500 as damages for the first civil infraction noise violation received and a noise fee of \$750 as damages for the first misdemeanor noise violation received and; (B) an amount equal to 1/12 of the annual rent for any subsequent noise violation. The noise fee or charge for subsequent violation shall be deemed to be additional rent hereunder due from Tenant to Landlord.

36.1 **SPECIAL PROVISIONS:** Tenants who cause any fee, ticket or charge, or allow violations of any City of East Lansing ordinance which results in a fee, fine or charge to the Landlord, will be responsible for damages in the amount of any civil fine levied, plus any costs or expenses assigned by the courts. Such tenant problem fees or charges will be paid to the property owner within seven days of being notified of such charges by the City or the property owner. Landlord reserves the right to charge an administrative fee of up to \$100 for each bulk item or party litter ticket or fee issued by the City.

36.2 **SPECIAL PROVISIONS:** Tenants agree by signing this lease that no more than a total of 15 people will be present on the rented premises at any time without having registered the activity or gathering with the City of East Lansing.

37. **TRASH:** It is agreed that Tenant(s) will maintain refuse container provided by the property owner as required by the City of East Lansing. Tenant shall use, and keep covered, provided exterior trashcan to store trash and garbage prior to the city

collection day. **UNDER NO CIRCUMSTANCES SHALL LOOSE TRASH OR GARBAGE OR PLASTIC BAGS BE LEFT ON THE EXTERIOR OF THE PREMISES.** If the property owners' staff must enter on tenants property to put trash in its containers and or provide for general clean up of the exterior of the property, the tenant by signing this lease agrees to pay the property owner a \$50 (Fifty dollar) service fee for each and every such occurrence. This fee is in addition to the rent agreed herein, and is paid to cover the expenses of the property owners work in doing such clean up. Lessee is responsible for removal of clothing, mattresses, box springs, furniture, lamps etc, at all times during the term of this rental agreement. Lessee shall pay Lessor \$50 for bulk items and \$10 for each bag of trash removed from inside or outside the residence by Lessor, together with any indirect expenses incurred by Lessor at move out. All trash removal and pickup fees referred to herein shall be deemed to be additional rent hereunder due from Tenant to Landlord.

37.1 Violation of any of the provisions of this rental agreement shall be a Material Violation of the Rental Agreement and substantiate good cause for Termination of Tenancy. It is understood and agreed that a single violation of any provision shall be deemed a serious violation and a material noncompliance with the Rental Agreement and justifiable cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Nothing contained herein shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

38. PARKING: Parking allowed at the property, along with the number of spaces provided for parking are set forth in this rental agreement and the city of East Lansing lease addendum attached. Parking is a privilege granted the tenant for compliance with the terms and conditions of their rental agreement. It is not tied to the rental agreement nor part of, or a condition of rent. Its mutually understood and agreed that parking is a privilege. Parking privileges are not coupled with the rental agreement entered into for the Apartment/House. Parking is granted as a privilege of occupancy and can be revoked for noncompliance of rental agreement conditions. Revocation of parking should it become necessary would occur by issuance of a letter to the address of the tenants providing for 24-hour notice. No more vehicles will be allowed than can be parked in the provided parking spaces. There are ___ parking spaces on the premises. Tenants agree to park vehicles on hard surfaced areas provided; not on lawns surrounding the premises, and or over sidewalks. All vehicles must be registered with the property owner identifying the owner of said vehicle, year, make, model and license plate number. No on site parking for guests is provided. Any ticketing/towing of vehicles will be a Lessee's expense and such expense shall be deemed to be additional rent under this rental agreement.

39. SCREENS AND STORMS: All storm windows and screens are required to remain installed. Lessee acknowledges that the premises have storm and screens for every window on the premises. Upon Lessee's termination of tenancy, all screen and storm windows must be installed in order to avoid being charged for reinstallation or replacement. Damage may occur to storm units including the frames, storm windows and screens as a result of the installation of window air conditioners. Such damage may also include condensation from the A/C running into the room and damaging the wood floor, carpet or walls. All damage related to the improper installation of window air conditioning units will be charged for accordingly. **A TYPICAL STORM/SCREEN UNIT IS DIFFICULT TO REPAIR AND MAY COST IN EXCESS OF \$150 TO REPLACE OR \$75 TO REPAIR.** The cost of replacing, repairing or installing storms or screens shall be deemed to be additional rent hereunder due from Tenant to Landlord. I have read and understand this section.
Tenant initials: _____.

40. AGREEMENT TO CORRECT LEASE OR DOCUMENTATION: Tenants agree upon request of the Landlord to replace or correct lost, misplaced, misstated or inaccurate lease documents, regardless of reason for loss, misplacement, misstatement or inaccuracy.

41. HOUSE OR APARTMENT: Wherever in the foregoing the word apartment is stated, that may be deemed to mean apartment or house.

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.

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR 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.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day, month, and year first above written.

MANAGING AGENT: _____

DATE: _____

TENANT:

Signature	Print Name	Date

DISCLOSURE REGARDING AGENCY RELATIONSHIP: Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. Michigan law requires real estate licensee who are acting as agents of sellers (lessors/owners) or buyers (tenants/lessees) of real property to advise the potential seller (lessor/owner) or buyers (tenant/lessee) with whom they work of the nature of their agency relationship. A real estate licensee can be the agent of both the lessor/owner and the tenant/lessee in a transaction, but only with the knowledge and informed consent, in writing, of both the lessor/owner and tenant/lessee. I hereby disclose that the agency I have with the lessor/owner and or the tenant/lessee is: **DUAL AGENT**. In signing above, the parties confirm that they have read this agency disclosure, and that this agency disclosure was made, prior to any confidential information specific to this transaction being discussed.

MOISTURE AND MOLD ADDENDUM

This Moisture and Mold Addendum is attached to and incorporated into the Rental Agreement for the property located at _____ dated _____ between the landlord and tenant. In consideration of the mutual covenants set forth in the lease and below, and other good and valuable consideration landlord and tenant agree as follows:

1. Mold is found virtually everywhere in our environment-both indoors and outdoors and in new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup. Because mold occurs naturally and can grow almost anywhere, LANDLORD cannot guarantee TENANT that the property is or ever will be, a “mold-free environment”. There is much a tenant can and should do within the property to reduce the possibility of mold growth, including the following:

- Keep windows and doors closed in damp or rainy weather
- Maintain a general temperature of 68-73 Degrees Fahrenheit Winter and 72-76 Degrees Fahrenheit Summer
- Do not block heating/ventilation/air conditioning grilles
- Wipe down and dry countertops, windows, window sills, and air conditioning grilles when moisture condenses on surfaces
- Use exhaust fan when bathing and keep shower curtain inside the tub
- Leave bathroom door open after bathing to allow moisture to evaporate, hang towels and mats to dry. Wipe down excess moisture, periodically clean and dry walls around tub/shower using a household cleaner
- Dry any condensation that gathers in laundry area, ensure dryer vent is properly connected, clean dryer lint filter after every use

Lessees agree to immediately report to lessors 1) any evidence of a water leak or excessive moisture in the property including basement, storage rooms or garage 2) any stains, discolorations, mold growth or musty odor in any of such areas 3) any malfunction of the heating or air conditioning system in the property 4) any cracked, broken or inoperable doors or windows.

TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD WILL NOT BE RESPONSIBLE FOR DAMAGES OR LOSSES DUE TO MOLD GROWTH TO THE EXTENT SUCH CONDITIONS HAVE RESULTED FROM THE ACTS OR OMISSIONS OF TENANT, OR IF TENANT HAS FAILED TO IMMEDIATELY NOTIFY LANDLORD OF ANY OF THE CONDITIONS DESCRIBED IN THIS ADDENDUM, AND TENANT WILL REIMBURSE LANDLORD FOR ANY DAMAGE TO THE PROPERTY RESULTING FROM TENANT’S ACTS OR OMISSIONS OR FROM TENANT’S FAILURE TO NOTIFY LANDLORD OF SUCH CONDITIONS.

Signature:

Print Name:

