



RESIDENTIAL RENTAL LEASE

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. **LANDLORD/AGENT FOR OWNER**

2. **OWNER OF RENTAL UNIT**

3. **ADDRESS OF RENTAL UNIT**

4. **TERM OF LEASE**

Fixed Term Lease: Beginning at 12:01 a.m. (Midnight) on _____ & Ending at 12:00 p.m. (Noon) on _____.

5. **NON-REFUNDABLE ADMINISTRATIVE FEE**

There is a (\$75.00 per bedroom) non-refundable administration fee to cover Landlord's leasing and advertising costs.

6. **RENTS & OTHER MONTHLY CHARGES. ALL PAYMENTS ARE DUE ON THE 1st & LATE BY THE 3rd OF EACH MONTH.**

TENANT(S) are to pay the rent in one check per month and the rent is due on the first (1st) of each month with NO grace period. Payment date is defined by either hand delivery to the Landlord (or agent for Landlord) or postmarked date. Cash is not accepted, and always identify the house and apartment number on your check. Tenant agrees to pay \$35.00 (thirty-five dollars) for each returned check, plus applicable fees. The LANDLORD may require that the TENANT(s) make any payment required by this lease in certified funds if one or more of the TENANT(s)' personal checks are returned for insufficient funds. The LANDLORD reserves the right to increase the rent to reflect increases in costs as recognized by law and subject to notice equal to the rental payment interval.

RENTAL RATE \$0.00 per Month

TOTAL RENT DUE FOR THIS LEASE \$0.00

WATER/SEWER \$000.00 per Month (Landlord pays)

OTHER CHARGES \$000.00 per Month (Description of Charge:)

7. **DISCOUNTED RENT AND LATE FEES:**

If Landlord receives the rent on time, Tenant will be granted a \$25.00 discount. The discount is meant to encourage prompt payment of rent. Non-payment or chronic late payment of rent may subject the Tenant to eviction proceedings and liability for damages. Chronic late payment is defined as paying rent after the due date three or more occasions during this lease. Rent not received by the 10th of each month will be subject to a \$40.00 (forty dollars) late fee. Any balance carried forward from the previous month will be subject to additional late fees. It is understood that late fees will be assessed not only on unpaid rent, but also on unpaid late fees, NSF fees and other fees. **Money paid by the TENANT(s) to the LANDLORD shall be applied: first, to unpaid security/cleaning deposit charges; second, to court costs legally chargeable to the lessee(s); third, to outstanding utility and repair bills that are the responsibility of the TENANT(s); and fourth, to rent.**

8. **SERVICES:**

	Provided by Landlord	Provided by Tenant		Provided by Landlord	Provided by Tenant
a. Electricity		X	h. Snow Removal, Driveway/Parking		X
b. Heating Gas	X		i. Snow Removal, Steps/Walks/Porch		X
c. Cooking Gas	X		j. Lawn Care	X	
d. Water/Sewer	X		k. Telephone (Internal and External)		X
e. Laundry Facilities	X		l. Cable TV (Internal and External)		X
f. Garbage Pick-up	X		m. Light Bulb Replacements		X
g. Transporting Garbage to Curbside		X	n. Smoke Detector Batteries		X

9. **SECURITY DEPOSIT:** Total deposit \$0.00 (Not to exceed 1 1/2 month's rent).

The Security Deposit shall be deposited at: Huntington Bank, 251 East Michigan, Kalamazoo, MI 49007

10. **PAYMENT LOCATION**

Rental payments and all written notices to the LANDLORD required by this lease shall be mailed or delivered to the LANDLORD at: or such address LANDLORD may specify from time to time. Cash will not be accepted under any circumstances.

11. **TENANT(s)** (Occupancy limited solely to individuals listed below)

Tenant's Names (Print Names Clearly):

- 1. _____ 2. _____
- 3. _____ 4. _____
- 5. _____ 6. _____

12. **JOINT AND SEVERAL AGREEMENT**

All TENANT(s) who sign this Lease are jointly and severally responsible for the payment of rent to the LANDLORD and for damages caused to the rental unit (late fees, physical damage, unpaid utility bills, rent in the arrears, etc.). Failure to meet the terms and conditions of the contract by one or more of the TENANT(s) shall be considered a failure of all TENANT(s) to meet the terms and conditions of the contract, and shall make all equally responsible. Both parents must guarantee this Lease, and sign the Parental Guarantee. Each Tenant must initial this paragraph:

(1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____

13. **FORWARDING ADDRESS**

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.

14. **PARKING**

Total parking spaces provided by LANDLORD for TENANT(s): As Available
TENANT(s) shall park only vehicles listed with LANDLORD under Vehicle Information Form, in the location specified by LANDLORD. TENANT(s) are not to park in areas designated for use by other TENANT(s). It is the TENANT(s) duty to see that rule is strictly enforced. TENANT(s) will not park boats, trailers, snowmobiles, or unlicensed vehicles on the premises at any time without LANDLORD'S written permission. The TENANT(s) will at all times keep their vehicles in safe, fully operational condition and all vehicles maintained on the premises will be visibly properly State registered and licensed. The TENANT(s) shall not permit any "non-automotive" vehicles (e.g., mobile homes, moped, motorcycles, trailers, trucks, etc.) to be maintained or operated on the premises except under special permission as secured from a request to the LANDLORD. TENANT(s) are aware that any vehicle other than those listed with the LANDLORD may be towed away and the cost of such towing will be the responsibility of the vehicle's owner. TENANT(s) are not to park as to obstruct other TENANT(s). No parking on the lawn. No guest parking on this property.

15. **FURNISHINGS** - See Inventory Inspection Form for itemized list of furnishings.

16. **VEHICLES UNDER REPAIR**

TENANT(s) and/or guests shall not perform repairs, maintenance or in any way service vehicles on or around any property owned or managed by the LANDLORD. This includes but is not limited to driveways, parking lots, garages and yards adjacent to the rental unit. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owners expense without notice. Habitual servicing of vehicles shall be deemed sufficient reason for eviction.

17. **INVENTORY CHECKLIST**

The TENANT(s) shall note the condition of the unit and the furnishings and return a copy of the signed Inventory Checklist to the LANDLORD within seven (7) days after receiving possession of the rental unit. The Inventory Checklist will be deemed returned when the LANDLORD signs it. TENANT(s) understand and agree that failure to return this form within seven (7) days of occupancy will constitute that the TENANT(s) affirm there is no prior damage to the rental unit. Broken windows, siding and other items that may or may not be considered vandalism that are not marked on the beginning inventory inspection are the responsibility of the TENANT(s) as the TENANT(s) assumes care and custody of the rental unit. LANDLORD at its sole discretion may refuse a checklist and consider it invalid if it is not returned within the seven-day statute period and signed by LANDLORD. In units where one (1) or more TENANT(s) are

renewing, all new TENANT(s) accept the property in the condition documented in the previous beginning Inventory Checklist/Inspection. This document will be furnished by written request prior to the execution of this Lease. Failure to request this document does not relieve TENANT(s) obligations to accept this document as the beginning Inventory Checklist/Inspection. In the event there was no beginning Inventory Checklist/Inspection the unit shall be considered undamaged. The "Move-In Inventory Checklist" shall not be used as a notice for repairs.

18. **NOTICE OF DAMAGES/REIMBURSEMENT**

The TENANT(s) shall reimburse the LANDLORD for the reasonable costs of repair and/or replacement necessitated by any damage to the premises, premises area, and/or equipment therein, during the term of this agreement, which damage was caused, permitted, or allowed by the TENANT(s) (excepting normal wear and tear and damage from causes beyond the TENANT(s) control), and shall pay to the LANDLORD, on demand, the amount of any such reasonable costs of repair and/or replacement. Failure to provide reimbursement, upon demand by the LANDLORD, shall be deemed a breach of the terms of this agreement and shall entitle the LANDLORD to pursue any and all remedies available herein or otherwise provided according to law. In case of damage to the rental unit attributable to the TENANT(s) or other obligations against the deposit, the LANDLORD shall mail to the TENANT(s) within (30) thirty days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The TENANT(s) must respond to the LANDLORD'S claim by mail within seven (7) days of receipt of the itemized list or forfeit amount claimed. If Agreement is not reached as to the amount of the deposit withheld, the LANDLORD may commence action in court within forty-five (45) days after termination of occupancy.

19. **INSPECTION OF UNIT BEFORE MOVE-IN**

TENANT(s) has the right to inspect the unit at reasonable times before move-in. If TENANT(s) fails to do so or fails to make a written request of repairs prior to move-in, the TENANT(s) agrees the unit AS-IS with no representations or warranties expressed or implied or withstanding the requirements set forth by the Kalamazoo Building & Housing Code. All written requests of repairs will be reviewed by LANDLORD and performed at the sole discretion of LANDLORD. TENANT(s) will clean the interior of this home upon moving in, and remove all items left by the previous tenant and dispose of all items. TENANT(s) will receive the remainder of the last Tenants cleaning fee upon LANDLORD receiving an itemized list of rooms cleaned, and this must be received within ten (10) days of occupancy or this becomes null and void.

20. **MAXIMUM NUMBER OF TENANTS**

Occupancy shall be restricted to those TENANT(s) who are named on this Lease. If individuals are found residing at the subject rental unit that are not on the Lease for more than a three-day period without prior approval by LANDLORD an additional rental amount of two hundred (\$200.00) dollars will be charged for each such occupant during each month or fraction of a month of their occupancy. Short term visits by friends, guests, or relatives shall not exceed three (3) days without written permission by the LANDLORD.

21. **NON-RESIDENTIAL USE**

Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.

22. **ALTERING PREMISES**

TENANT(s) will not alter premises or LANDLORD supplied furnishings in any way without prior written consent of the LANDLORD. TENANT(s) agree not to repaint, remodel, drive nails into woodwork or other surfaces, and use any adhesive items on wall or other surfaces unless prior written permission is given to TENANT(s) by the LANDLORD. LANDLORD will consider all alterations as damages and charge TENANT(s) against their security deposit to restore the premises to its original state.

23. **ENERGY CONSERVATION:**

Upon written prior notification and approval, the LANDLORD will share costs of any permanent energy conservation improvements (e.g., ceiling fans, set back thermostat, insulated windows or doors, etc.) on a 50:50 basis with the TENANT(s). No part of the rent shall be payable in repairs or alterations of any other description, unless otherwise agreed upon in writing by both the LANDLORD and the TENANT(s). All repairs and alterations shall immediately become the property of the LANDLORD.

24. **REPAIRS AND MAINTENANCE**

TENANT(s) agree to give LANDLORD prompt notice of needed repairs. The LANDLORD will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by local or state housing ordinances. Serious heating, plumbing, and electrical failures to be attended to within twenty-four (24) hours of a written request and all other necessary maintenance to be performed within ten

(10) days. TENANT(s) will allow repair person access to the home up to fifteen (15) days after possession to repair the last tenants' damage, if any. TENANT(s) are responsible for repair and replacement of broken windows and screens due to their negligence or vandalism. TENANT(s) further understand and agree that even if it is proven another party has vandalized the screens or windows, it is the TENANT(s) responsibility to pay for the repair/replacement of these items. TENANT(s) further understand and agree that if it is proven that a licensee or invitee has vandalized the screens and/or window's; it is the TENANT(s) responsibility to pay for the repair/replacement of these items. TENANT(s) will not use Drano or other any other drain cleaners. If you should choose to do so, you will be responsible for the pipe damage.
Contact Danielle Miller of Lore Services at (269) 217-6103 for maintenance and / or repairs.

25. **RIGHT TO PRIVACY**

TENANT(s) agrees to let the LANDLORD enter unit within twenty-four (24) hours of a request to repair, inspect, or show the unit. Failure by the TENANT(s) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. Refusal by TENANT(s) to let LANDLORD enter unit subject to the above notice requirements will be considered reasonable grounds for eviction.

26. **TENANT LIABILITY IN FREEZING TEMPERATURES**

TENANT(s) agree to not shut-off, stop service or turn back heat of the rental unit in periods of time where outside temperature drops below the freezing level. TENANT(s) agree to pay for all damages caused by failure to comply with this item.

27. **END OF TENANCY**

At the end of tenancy as defined by the LEASE, TENANT(s) agree to let LANDLORD enter unit and start the turnover process, even though keys and other paperwork might have not yet been returned to LANDLORD.

28. **ABANDONMENT OF PERSONAL PROPERTY**

LANDLORD to make reasonable efforts to notify departing TENANT(s) of property left behind. Personal property left by vacating TENANT(s) after their move-out date and time will be considered abandoned. LANDLORD may elect at its sole discretion to store personal property left by TENANT(s) and charge TENANT(s) reasonable storage and moving fees. TENANT(s) give LANDLORD right to retain possession of abandoned personal property until storage charges are paid in full.

29. **SUB-LETTING/ASSIGNMENT**

TENANT(s) will not sub-let or assign the premises without the written consent of the LANDLORD.

30. **PETS OR ANIMALS**

Pets or animals of any kind will not be permitted on premises without the written consent of the LANDLORD. Any violation of this clause will be considered a breach of the Lease and immediately give the LANDLORD the right to declare the TENANT in default. If a pet(s) is found on the premises (even if it is just there temporarily) without written consent of the LANDLORD, TENANT(s) will be charged a \$500 damage fee per pet and the pet(s) shall be removed from the premises immediately.

-or-

There will be a non-refundable \$200 pet fee for each pet living on the premises.

Description of Pet: _____

TENANT is responsible for keeping the pets' toenails clipped each month and cleaning up after the pet in the common areas and in the apartment so as there are no offending odors or sights. If pet destroys / scratches floors, doors, molding, walls then TENANT shall be responsible for repairs and refinishing.

31. **PESTS/RODENTS/FLEAS**

TENANT(s) shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he/she occupies. TENANT(s) responsibility for extermination shall begin thirty (30) days after occupancy commences. This responsibility may be relieved at the sole discretion of the LANDLORD if LANDLORD deems infestation occurred before Tenants took occupancy. LANDLORD shall be permitted to use whatever commercially accepted methods it sees fit to deal with such infestations.

32. **KEYS & LOCKS**

It is agreed the LANDLORD will provide one key to each TENANT upon execution of Lease and move in date. At the end of the Lease term, all keys and any copies made are to be returned to LANDLORD. Any keys not returned by Noon on the last day of tenancy are subject to a \$150/lock re-keying fee applied

against Security Deposit. TENANT(s) accept existing locks as safe and acceptable. TENANT(s) may request locks to be changed at the beginning of tenancy, or at any time for a flat fee of \$150/lock. Any locks that are found installed by individuals other than the LANDLORD will be removed and LANDLORD will assess a \$75/lock change-out fee.

33. **LOCKOUT POLICY**

Any TENANT(s) locking themselves out of their house, apartment, bedroom or mailbox can call LANDLORD to be let in. The following charges will be assessed for this service due at time of service.

Weekdays between 9:00 a.m. and 4:30 p.m.	\$35.00
Weekdays between 4:30 p.m. and 9:00 p.m.	\$75.00
Weekdays between 9:00 p.m. and 9:00 a.m.	\$125.00
Weekend/Holiday (Starts at 5:00 PM Friday and Ends 9:00 AM Monday)	\$125.00
New Keys.	\$ 7.50 Each Key
Change Lock.	\$75.00 Each Lock

34. **NOISE/INTOXICANTS/PARTIES/ORDINANCES**

Violation of local housing ordinances by TENANT(s) and disturbances to neighbors will not be tolerated. TENANT(s) are responsible for the conduct of their guests. The LANDLORD shall, in all cases, retain the right to control and prevent access to the building and grounds of any and all persons engaged in conduct which is undesirable, offensive, disruptive, or in any manner disturbing the entitlement to quiet enjoyment of the neighbors. If, but only if, circumstances permit, the LANDLORD shall give (1) warning, and only (1) warning, and opportunity to correct or cure such conduct prior to exercising this right. If local enforcement authorities are needed to enforce ordinances or control noise, TENANT(s) may be subject to eviction. Kalamazoo City has a Noise Ordinance that is in effect from 10pm until 7am / 7 days a week: **Section 21-6 - It shall be unlawful for any person to make or cause to be made or continued any excessive or unusually loud noise or any noise, measured or unmeasured, which either disturbs, injures or endangers the comfort, repose, health, peace or safety of any person within the limits of the city.**

35. **SALE OF PREMISES**

Upon termination of a LANDLORD'S interest in a rental unit whether by sale, assignment, death, appointment of receiver or otherwise, the LANDLORD or his agent is liable with respect to the security deposit, until the occurrence of one of the following: (a) Transfer of the deposit to the LANDLORD's successor in interest and written notification to the TENANT by ordinary mail of the transfer and of the successor's name and address; (b) Successor deposit funds in a regulated financial institution; (c) Return of the security deposit to TENANT(s). TENANT understands this property might be sold. LANDLORD and OWNER reserve the right to terminate this lease with a 30 day notice to the TENANT(s) if OWNER(s) receive a Buy/Sell Agreement for the subject property that is accepted by the OWNER(s) and is subject to the unit being vacant.

36. **LEASE ALTERATIONS**

Any alterations to this Agreement shall be in writing and signed by the LANDLORD and all TENANT(s).

37. **LIABILITY OF LANDLORD**

TENANT(s) hereby agrees to indemnify and hold harmless the LANDLORD from and against any and all claims for damages to premises or personal injury arising from TENANT(s) use of premises, or from any activity, work or thing done, permitted or suffered by TENANT(s) in or about the premises. If in LANDLORD's judgment, there is substantial damage to the premises in such circumstances, LANDLORD may terminate this Lease by giving written notice to TENANT(s) and TENANT(s) will be held responsible for damages and loss rents until such time as the premises is re-rented.

38. **TENANTS INSURANCE**

TENANT(s) is hereby notified that LANDLORD's insurance does not insure against loss of personal property on the premises due to fire, theft, vandalism or other causes. TENANT(s) are responsible for personal liability insurance as well as insurance on TENANT(s) own property for fire, casualty loss, theft and all other losses. The LANDLORD requires TENANT(s) to have a RENTERS INSURANCE POLICY in place. This policy will protect you from vandalism, theft, fire, loss of use, and other items. Please refer to the policy for exactly what it covers.

39. **FAIR HOUSING – WE ARE AN EQUAL HOUSING PROVIDER**

In accordance with the law, this property is offered without respect to race, color, religion, sex, handicap, familial status, or national origin.

40. **AIR CONDITIONING**

If TENANT(s) wishes to use his/her personal window air conditioner, TENANT(s) will notify LANDLORD when an air conditioner is to be installed and only the LANDLORD or persons employed by LANDLORD has permission to install the unit at cost to the TENANT(s). LANDLORD will assess a \$35.00 per month charge for each window A/C unit installed on properties where LANDLORD pays electric bill. If a window A/C unit is found installed by TENANT(s) without prior written permission, LANDLORD will assume the unit was installed at the beginning of tenancy and charge the TENANT(s) accordingly.

41. **WATER FURNITURE**

TENANT(s) shall not use or allow to be used on the premises any type of water furniture. The definition of water furniture includes, but is not limited to, waterbeds and fish tanks. TENANT(s) will be charged for any indentations left in the carpet due to the weight of the water furniture. This charge might include the complete replacement of the carpet. If the indentation cannot be completely removed through other means the LANDLORD deems applicable.

42. **ILLEGAL ACTIVITIES**

TENANT(s) shall not engage in any illegal activities on the premises. If it is determined that illegal activities are occurring on the premises, the LANDLORD may immediately declare the Lease null and void. The Lease will be immediately terminated if a TENANT, a member of the TENANT(s) household, or other person under the tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises.

43. **HEALTH NOTIFICATION:**

The TENANT(s) must immediately report to the LANDLORD and to the appropriate health authority, any case of infectious or contagious disease occurring in the premises.

44. **GARBAGE**

Each TENANT(s) shall deposit all garbage in the proper outside container each day. The TENANT(s) shall not throw sweepings, rags, rubbish, etc. into toilets, bathtubs, or sinks, or any other place not provided for the same. Waste matter and trash shall be placed in proper garbage containers. All such materials must be wrapped in newspaper, paper, plastic bags, or other suitable containers and must be in compliance with any city/state/township/village recycling regulations. It is the TENANT(s) responsibility to bring the container to the proper pick-up area no earlier than 8:00 p.m. the night before scheduled pick-up day and to remove the container by 5:00 p.m. on the scheduled pick-up day. Any fines imposed by the city for failure to remove the container from the curb strip at the appropriate times will be charged to the TENANT(s) with an additional \$25.00 processing fee payable to the LANDLORD. **The City has been historically charging at least \$60.00 for containers left on curb-strip or not returned to their proper place after their scheduled pick-up times.** Garbage should be placed into specified containers only. Do not overfill dumpsters because the Garbage Company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City can elect to remove these items and the TENANT(s) will be billed for the removal of these items. TENANT(s) is responsible for the trash bill. The LANDLORD will pay the bills, and deduct the cost from the security deposit.

45. **CITY OF KALAMAZOO FINES AND CHARGES**

Per the City of Kalamazoo Zoning Ordinance, the City can impose fines against properties for numerous violations. The following is a non all-inclusive list that identifies some of the fines that TENANT(s) will be held liable to through their LANDLORD. The LANDLORD is forced to pay these fines on behalf of the TENANT(s) through a lien process. The LANDLORD has no control over what the City decides to charge, but is forced to pay it. Some of the more frequent violations are as follows: Trash not placed in a container, trash container not in the appropriate place or left by the curb-strip, recycle container left at the curb-strip, interior furniture outside, noise violations, trash in lawn, failure to keep sidewalks clear in the winter, parking in non-designated areas, and trash in the yard. TENANT(s) acknowledge and fully understand that the City of Kalamazoo and LANDLORD does not give any prior notice before assessing fines and fees. TENANT(s) can request a copy of the City of Kalamazoo Zoning Ordinance at any time by going down to City Hall. Directions can be obtained from LANDLORD. If the home is padlocked by the City, TENANT(s) will be responsible for the damages and the unpaid rent thru the end of their Lease.

46. **TENANT BILLS**

\$25.00 Fee will be added to each bill that LANDLORD receives that was supposed to be paid by the TENANT(s). These bills include, but are not limited to: Gas/Electric/Water/Trash Bills and City Fines. These fines are due and payable immediately and will be added to TENANT(s) accounts. At move-out, TENANTS

are responsible for submitting a receipt showing that the final water bill has been paid. Failure to provide this receipt within 4 days of vacating the unit will result in actual charges being assessed against TENANTS security deposit.

47. **UTILITY BILLS**

TENANT(s) understand that they need to transfer Gas, Electric, Water and Trash Bills into their name effective as of the start date of their lease. Failure to do this will result in LANDLORD receiving this utility bill. The bill will then be charged to TENANT(s) at the invoiced amount and a processing fee of \$25.00 will be assessed. LANDLORD will forward a copy of the paid bill to TENANT(s) for reimbursement.

48. **FIRE EXTINGUISHERS & SMOKE DETECTORS**

All smoke detectors and fire extinguishers are in proper working order at the time of your move-in. TENANT(s) are responsible for replenishing batteries as they go dead and shall not at any time disable these safety devices. TENANT(s) should test these devices weekly to ensure they are functioning. After move in, there is a 7-day grace period to report in writing that a smoke detector or fire extinguisher is malfunctioning. If the device is malfunctioning in any way contact the LANDLORD immediately. Upon receipt the LANDLORD will promptly repair these items. After the 7-day grace period the TENANT(s) is held responsible for these devices. If the LANDLORD identifies one of these devices is missing or disabled after the 7-day grace period, the LANDLORD will immediately fix the device and bill the TENANT(s). Fees range between \$7-\$50/device.

49. **LAWN CARE**

The City will fine TENANT(s) if the lawn is not mowed bi-weekly, has overgrown weeds, or leaves not raked. TENANT(s) will pay fine to LANDLORD within fifteen (15) days, or face \$20 late fee. TENANT(s) to trim bushes and remove all weeds during stay. LANDLORD will provide lawn-care at frequencies it deems as adequate. Leaf raking, gardening, and trimming will be performed at the LANDLORD'S sole discretion. TENANT(s) are responsible to pick up and dispose of any trash or debris that has been placed or blown on the property.

50. **HOUSEKEEPING**

99% of the time blocked/plugged toilets are a result of feminine products, Q-tips and other assorted items being flushed down that are not supposed to be. TENANT(s) should first try to plunge the toilet themselves before calling for a repair. If you are unable to fix the problem, the LANDLORD will send a maintenance person out to investigate. If it is discovered that the problem was due to something the TENANT(s) placed in the toilet, then the TENANT(s) will be billed accordingly. The TENANT(s) will be held strictly responsible for any loss or damage resulting from the overflow of water closets, sinks, bathtubs, or basins in the premises. The water shall not be left running for any unreasonable or unnecessary length of time. Installation of air conditioners, laundry equipment, or other major appliances is not permitted without written prior notification or approval. Charges are between \$35-\$150 depending on the problem.

51. **EXTERIOR VIEWS:**

The TENANT(s) agrees to have a white backing on all curtains, drapes, or drops from an exterior view. All window covering must be properly affixed to a curtain rod. No signs, posters, or colored lights (except for "Holiday" lights in season) may be visible from an exterior view and only white or yellow "bug" lights may be used in the front "porch" light.

52. **LIGHT BULBS AND SMOKE DETECTOR BATTERIES**

All light bulbs and batteries will be in working order at move-in. Tenants have 7 days after move-in to report in writing a non-working / missing bulb(s) or battery(-ies). After this 7-day period TENANT(s) shall be solely responsible for the replacement of these bulbs and batteries. TENANT(s) will be charged \$5.00 for each missing or non-working bulb or battery upon vacating the property.

53. **FIREPLACE**

All fireplaces in rental units are non-working and decorative only unless previously agreed to in writing. TENANT(s) understand they will not attempt to use these non-working fireplaces and claim full liability for any attempt to alter or make these fireplaces useable.

54. **COLLECTION OF OUTSTANDING ACCOUNTS**

TENANT(s) agree that if there are amounts due to LANDLORD after tenancy has ended and security deposits have been settled, then these monies will be paid promptly by the TENANT(s). If not paid promptly, the balance will be placed for collection until such a time as a final statute driven interest rate based on a money judgment is awarded to the LANDLORD. TENANT(s) authorize any and all delinquent

account balances as determined by LANDLORD to be reported to a Collection Agent of the LANDLORD'S choosing.

55. **PARTY POLICY**

Recurring noise violations, providing to or consumption of alcohol by underage persons, may be grounds for an eviction as determined by the LANDLORD. At no time shall the number of individuals in the house be greater than three times the number of bedrooms. Failure to comply with this provision shall give LANDLORD right to terminate the Lease at its sole discretion.

56. **TELEPHONE/CABLE LINES & JACKS (LINEBACKER SERVICE)**

Installation of telephones and other cable-connected devices and services shall be made in consultation with the LANDLORD and unsightly installation avoided. Outside antennae of any type are prohibited without written consent of the LANDLORD.

57. **JURISDICTION FOR LITIGATION/ARBITRATION/MEDIATION**

All parties agree that if any legal action pertaining to the enforcement of this Lease or any of its provisions is initiated by any party to the subject Lease, said action shall be filed and heard in the jurisdiction of which the rental unit is located unless prohibited by law.

58. **CONTINGENCIES, TERMINATION and NON-OCCUPANCY**

TENANT(s) is required to meet certain contingencies prior to taking possession of the rental unit. These contingencies include, but are not limited to: signing of all leasehold documents, receipt of all required, signed and notarized guarantee agreements and receipt of full security deposits. TENANT(s) will not be allowed to take occupancy of the rental unit until these requirements are met. TENANT(s) is responsible for the payment of rent beginning with the inception date listed on the Lease regardless of whether they take occupancy. Inability to meet a contingency is not sufficient reason to terminate this Lease. Should TENANT(s) decide not to take occupancy for whatever reason, TENANT(s) is to give written notice to LANDLORD as soon as possible of their intention to not take occupancy. LANDLORD will then attempt to re-lease the unit at that point. TENANT(s) responsibility to pay rent will terminate once the unit is successfully re-leased, or the TENANT(s) Lease expires, whichever occurs first. Should LANDLORD refuse occupancy due to contingencies not being met, the LANDLORD will again attempt to re-lease the unit to a new party. Should the TENANT(s) subsequently meet the required contingencies prior to the unit being re-leased, occupancy will be granted. In any case, LANDLORD will notify TENANT(s) once the unit is re-leased and that the obligation to pay rent has ceased.

59. **INVALID PROVISION**

All codes, statutes, case law, and covenants imposed by law shall be deemed to be a part of the agreement. If any provision of this Lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

60. **FALSE PRE-REPRESENTATIONS**

If any representations of TENANT(s) prove to have been false or misleading in any material way when making application for this Lease, then the LANDLORD may declare this Lease void and may take possession of the premises.

61. **FULL UNDERSTANDING**

This Lease shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except attachments made under the Additional Tenancy Conditions herein, if any, which shall become a part of the Lease.

62. **CONFLICT RESOLUTION SERVICE**

Conflict resolution services are provided by Off-Campus Life at Western Michigan University for disputes, involving Western Michigan University students that cannot be resolved between LANDLORD and TENANT(s). It is understood that both parties have, in the event of breach, full recourse to all their rights under the law and whatever legal remedies may be so provided. All parties agree to Michigan court jurisdiction.

63. **MISCELLANEOUS**

No candles to be lit in this home. Do not use the fireplace, it is non-functioning. No pets, no smoking inside the home. No weight machines, barbells, hand weights, fish tanks, automobile or motorcycle parts. All pictures or posters are to be hung with putty, no nail or thumb tacks. If TENANT(s) does hang with nails or thumb tacks, TENANT(s) will pay for the walls to be patched and painted. This money will come out of the

security deposit. LANDLORD will not paint the interior. TENANT(s) to be careful when parking beside the home when ice is hanging from the roof/soffit area. There is no way to remove the ice, and TENANT(s) will hold the LANDLORD harmless. There is NO STORAGE of TENANT's property in the basement or outside of rental unit (hallways, balcony, porch, yard, etc.). The TENANT(s) shall not use or keep flammable materials on the premises or in any storage areas, or use any method of heating other than supplied by the LANDLORD. Removal and disposal of such materials will be charged to TENANT(s). Removal and disposal of any item(s) (large or small) left after the tenant(s) has moved out will include a \$350.00 fee charged against the security deposit.

64. **CARPET CLEANING:**
TENANT WILL HAVE CARPETS CLEANED WHEN MOVING OUT AND SUPPLY AGENT WITH A COPY OF THE CARPET CLEANERS WORK CONTRACT. If TENANT(s) do not provide this information, the LANDLORD will contract the work and deduct the fee from the security deposit balance.

65. **HABITABILITY:**
If the premises become wholly not habitable during the term of this lease as a result of damage or destruction by fire or other casualty that is not the result of negligence or a willful act on the part of the TENANT(s), this lease shall be voidable at the LANDLORD's option, and if voided, the TENANT(s) shall abandon the premises to the LANDLORD. If the premises become partially not habitable for the same reasons, or if they become wholly not habitable and the LANDLORD does not void the lease, the LANDLORD shall repair the premises with reasonable speed, and the obligation of the TENANT(s) to pay rent shall continue in full force and effect, except the rent shall be abated in the same percentage that the premises are not habitable until the repairs are completed. The LANDLORD is not liable to the TENANT(s) for failure to repair unless and until the TENANT(s) shall have notified the LANDLORD in writing of the need for repair and a reasonable amount of time to make the repair has passed after the notice.

66. **DECISION NOT TO RENEW LEASE AT END OF RENTAL PERIOD:**
If TENANT(s) decide not to renew lease at end of rental period, a thirty days written notice is expected or lease will then become month-to-month contract until either new lease is signed or thirty days written notice is received.

67. **FAX:**
The parties agree that the lease may be delivered by use of a fax and signatures shall be deemed to be valid and binding upon the parties as if the signatures were present on the documents in the handwriting of each party. Neither party shall assert the Statute of Frauds or non-enforceability on invalidity of the lease because of fax copies being used, and all parties specifically waive and relinquish any such defense.

68. **IMPORTANT CONTACT INFORMATION:**
Charley Marschke (Landlord): Charley@DachaLLC.com / (202) 492-0702
Danielle Miller of Lore Services (Property Manager): Danielle@LoreServices.com / (269) 217-6103 (24 hrs)
Consumers Energy (Electric and Gas): (800) 477-5050
City of Kalamazoo (Water Service): (269) 337-8808
Kalamazoo Emergency: **911** / (Non-Emergency / Noise): (269) 337-8994.

69. **AGREEMENT SIGNATURES**
When executed by LANDLORD and TENANT(s) agrees that this shall constitute a binding agreement for the lease of this property. All parties to this Agreement have read, and agree to abide by all the rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease.

<u>TENANT NAMES (Signatures)</u>	<u>Date</u>	<u>TENANT NAMES (Signatures)</u>	<u>Date</u>
1. _____	_____	2. _____	_____
SSN _____	_____	SSN _____	_____
DL# _____	_____	DL# _____	_____
Phone# _____	_____	Phone# _____	_____
E-mail _____	_____	E-mail _____	_____

LANDLORD'S AGENT: _____

Date: _____

LEAD DISCLOSURE

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. TENANT(s) must also receive a Federal approved pamphlet on lead poisoning prevention.

TENANT(s) Acknowledgement

I understand that the Landlord and Owner have no knowledge or reports of lead-based paint and/or lead-based paint hazards in the housing. I further acknowledge that I have received the pamphlet *Protect Your Family from Lead in Your Home*.

Acknowledged _____

SAMPLE