



## STANDARD LEASE AGREEMENT

We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap or familial status.

**"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."**

- Date of this Agreement:** 11/1/2021
- Move-In Date:** 12/1/2021
- Identification of Landlord and Tenant.** This Agreement is entered into on the date above indicated between: **JDE & Associates, LLC/James Eerdmans** (Landlord) and **John Doe, Jane Doe** (Tenant). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
- Identification of Premises.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the Premises located at:  
  
Street Address: **838 Cherry St SE**  
City: **Grand Rapids** State: **Michigan**  
Together with the following furnishings and appliances: Stove, Dishwasher, Refrigerator, Microwave, Washer, Dryer.
- Limits on Use and Occupancy.** The Premises are to be used only as a private residence for the above listed Tenant(s) and the following individuals: Relatives. Occupancy by guests for more than 15 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.
- Term of Tenancy.** The rental will begin on 12/1/2021 at Noon. The Tenant agrees to lease the premises for the original term of 11.5 months and terminate the tenancy on 11/15/2022 at Midnight.
- Rent Amount and Payment of Rent.** Rent is payable in 11 monthly installments of **\$2000.00** to the Landlord and payable in advance on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Additional prorated rent may apply.

*Delivery of payment:*

Rent will be paid:

by mail, to: 838 Cherry ST SE, Grand Rapids, MI 49506  
in person, to: 838 Cherry ST SE, Grand Rapids, MI 49506  
or at such other place as Landlord designates

*Form of payment:*

Landlord will accept payment in these forms:

personal check made payable to: JDE & Associates, LLC  
cashier's check made payable to: JDE & Associates, LLC  
credit card (can be done online only) money order

*Prorated rent.*

Additional prorated rent will payable in the same manner as full-month rent for the period(s) and amount(s) as follows:

Prorated Rent 1: Between 11/1/2022 and 11/15/2022, tenant will pay **\$1000.00** in rent.

Prorated Rent 2: N/A

Resident's initials:

Initial	Initial	Initial	Initial	Initial	Initial

Address:

838 Cherry St SE  
Grand Rapids, MI 49506



- 8. **Late Charges.** If Tenant fails to pay the rent in full before the end of the day it is due, Tenant will pay Landlord a late charge of \$50. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
- 9. **Timely Payment of Rent.** Failure of Tenant to pay rent on the day it is due on three or more occasions during any previous six month period is a breach of this Agreement and grounds for termination of the tenancy.
- 10. **Additional Rent.** If the Tenant fails to perform any obligation of this Agreement, such as, but not limited to, payment of utilities, trash removal, repairs, maintenance, etc., which results in a monetary expenditure by the Landlord, such amounts will be deemed additional rent which is immediately due and payable OR all payments made to Landlord will be applied to amounts in the following order of priority: 1st-security deposit; 2nd-late fees; 3rd-utilities; 4th-maintenance or repairs, damages, other charges permitted by this Agreement; 5th-past due rent; 6th-current rent due.
- 11. **Municipal Compliance.** It is the responsibility of the tenant to abide by all municipal ordinances, regulations, laws, etc. The tenant agrees to pay for any citations resulting from the tenants disregard, ignorance, unlawful, or intentional infraction of any municipal ordinance, regulation, or law that may be issued to the property. Upon receipt and payment by the landlord/property owner of such infraction, a processing fee of up to 10% may be added by landlord and will be billed to the tenant.
- 12. **Returned Payments and Other Bank Charges.** If any payment offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned payment charge of \$27, plus any bank charges assessed.
- 13. **Renewal and Modification of Lease Agreement.** This Agreement shall be automatically renewed for successive terms of one month each, subject to the following conditions: Landlord or Tenant may decline the automatic renewal of this Agreement by giving 30 days written notice of intent to terminate. Landlord may increase said rental amount or modify Agreement for any extended term by giving advance written notice equal to 30 days to the Tenant. Tenant agrees that any changes or modification of this Agreement must be written and signed by Landlord or their Agent. Under no circumstances are oral agreements binding.
- 14. **Administration Fee.** Tenant agrees to pay a administration fee of \$250 (Administration Fee must be paid prior to move-in date.) This fee is in addition to and is not part of the security deposit.
- 15. **Security Deposit.** Tenant agrees to pay security deposit of: **\$2,000** which will be refunded after termination of tenancy and end of Tenant's occupancy in the manner prescribed in the Landlord- Tenant Relationship Act of the State of Michigan, and upon satisfaction of the terms and conditions of this Agreement. **Any security deposit refund will be returned in a single check to the first forwarding address submitted. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other amount owed or due under this Agreement.**
- 16. **Other Cost.** Tenant agrees to be responsible for and pay the cost of:

Electricity:	<input checked="" type="checkbox"/>	Lawn Maintenance:	<input type="checkbox"/>
Pest Control:	<input checked="" type="checkbox"/>	Water:	<input checked="" type="checkbox"/>
Heating Fuel:	<input checked="" type="checkbox"/>	Garbage/Trash:	<input checked="" type="checkbox"/>
Snow Removal:	<input type="checkbox"/>	Smoke Detector Battery:	<input checked="" type="checkbox"/>
Cooking Fuel:	<input checked="" type="checkbox"/>	Light bulbs:	<input checked="" type="checkbox"/>
Shovel Walks:	<input checked="" type="checkbox"/>	Cable/Internet:	<input checked="" type="checkbox"/>

- 17. **Excessive Utility Usage.** In the case where the Landlord pays the utility, the Tenant agrees to reimburse Landlord for utility usage, including unreported water leaks that exceed the monthly average use during the preceding twelve month period.
- 18. **Notice of Utility Transfer.** Where Tenant is responsible for paying for gas and electric, service must be started in a tenant's name by the lease start date. In the event, during the lease duration, any utilities are taken out of the tenant's name and placed back into the landlord's, the landlord can charge a utility penalty in the amount of \$50 per bill.

Resident's initials:

Initial	Initial	Initial	Initial	Initial	Initial

Address: 838 Cherry St SE  
Grand Rapids, MI 49506



- 19. Utility Shut Off.** Where Tenant is responsible for paying for any utility, Tenant shall send the Landlord a certified letter seven (7) days in advance of any utility being turned off for non-payment. Landlord may, at its sole discretion, pay any necessary amount on Tenant's behalf to prevent a utility from being turned off. If Landlord does so, Tenant shall be responsible for reimbursing Landlord the amount paid plus a convenience fee of \$50. In any event and regardless of Landlord's payment or non-payment of any of Tenant's utility bills, Tenant shall be solely responsible for the cost of any utilities used during their occupancy and for the cost of any damages to the Premises caused as a result of any utility being shut off. Tenant further agrees that the Landlord may obtain duplicate copies of any of Tenant's utility bills and/or shut-off notices.
- 20. Utility Responsibility.** Tenant is responsible for taking service out of their name effective of the lease end date. Failure to do so will result in tenant being responsible for any and all charges until the date the transfer is effective. Management is not responsible for reimbursing tenant for failure to comply with this Agreement.
- 21. Notice of Utility Shut Off.** Where Tenant is responsible for paying for heating, Tenant shall send the Landlord a certified letter seven (7) days in advance of heat being turned off. If Tenant fails to give such notice, Tenant agrees to pay Landlord for any damages caused by heat being turned off.
- 22. Military Exempt.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. The damage/security deposit will be promptly returned to the tenant, provided there are no damages to the premises.
- 23. Inventory Checklist.** Tenant hereby acknowledges receiving an inventory checklist that must be returned to the Landlord within seven (7) days of obtaining possession of the Premises or the Premises will be considered free of defects. Items found torn, burned, stained, inoperative, or damaged in any way must be reported on the inventory checklist; otherwise said defects shall be deemed waived.
- 24. Habitability.** Tenant has checked the Premises thoroughly and agrees the unit is entirely habitable as to health and safety; however, if any complaint in regard to the Premises is found, Tenant shall send the Landlord a certified letter within forty-eight (48) hours of move-in date, notifying him or her of details.
- 25. Locks and Landlord/ Access.** Tenant will not, without Landlord's prior written consent, alter, re-key, or install any locks to the Premises or install or alter any burglar alarm system. The landlord will install locks on individual rooms per availability and discretion of the landlord at the cost of \$75 per lock / \$100 per deadbolt lock. A fee of \$150 will charged to tenant if the event the remote is not returned upon move-out.
- 26. Subleasing, Sharing, Assignment, and Guest at Premises.** No subleasing, sharing of Premises, or assignment of agreement is permitted.
- 27. Parking.** No parking on property other than Tenant's personal vehicle and then only at such locations as specified by Landlord. No commercial vehicles, boats, or trailers shall be parked on Premises. Repair or maintenance of vehicles is not allowed on property without written permission. Tenant agrees that Landlord may remove unauthorized vehicles with or without notice, and Tenant shall reimburse Landlord for the cost of such removal.

Residents Initials:

<b>Initial</b>	<b>Initial</b>	<b>Initial</b>	<b>Initial</b>	<b>Initial</b>	<b>Initial</b>

Address: 838 Cherry St SE  
Grand Rapids, MI 49506



- 28. Personal Injury/Liability/Indemnification/Damage to Tenant's Personal Property.** Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Tenant's family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of a duty, imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all losses, costs, expenses, damages, or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform, or negligent performance of a duty, imposed by law. Landlord is not responsible for damage to Tenant's personal property resulting from fire, storm, rain, flood, power outage, appliance failure, theft, vandalism, leaking fixtures, acts of God, etc. Tenant accepts responsibility for insuring their personal property. Landlord highly recommends the Tenant obtain renter's insurance. Tenant shall also be liable to landlord or its insurance carrier for any damage to the premises or to the landlord's other property, such as other rental units, common facilities and equipment that is caused by the acts or omissions of tenant or tenant's guests.
  
- 29. Pets.** No animals or pets shall be brought on the Premises without prior written consent of the Landlord. The Tenant agrees to pay a one-time, non-refundable pet fee of \$250 and pet rent of \$25 per month, each being per pet (a maximum of two pets are allowed in any unit at a single time) and acknowledges the receipt and execution of a "Pet Agreement" that is attached and made part of this Agreement. The pet fee must be paid prior to or on move-in date. In the event an unregistered pet(s) is found at the property, a \$150 penalty will be charged to the tenants for each unregistered / unpaid pet and due immediately. The pet fee and associated pet rent will be charged to the tenants account and due immediately.
  
- 30. Tenant's Maintenance Responsibilities.** Tenant shall keep the Premises, including furniture and all fixtures, in a clean, sanitary and orderly condition with special attention to the stove and refrigerator, if provided, and leave the unit in the same condition as when taken except for normal wear and tear. Landlord will not pay for cleaning or any work of this kind contracted by the Tenant, unless expressly authorized in writing.
  
- 31. Mold and Mildew.** Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Tenant agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces. Tenant agrees not to block or cover any of the HVAC ducts on the Premises. Tenant agrees to immediately report to the Landlord: (i) any evidence of a water leak or excessive moisture in or about the Premises, as well as in any storage room, garage, or other common area; (ii) any evidence of mold or mildew-like growth cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air conditioning systems in the Premises; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Premises resulting from Resident's failure to comply with the terms of this paragraph.
  
- 32. Smoking on the Premises.** No smoking of any substance is allowed on the premises. If smoking does occur on the premises: 1.) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors, and removal of debris 2.) Tenant is in breach of this agreement 3.) Tenant, guests, and all others may be required to vacate the premises 4.) Tenant acknowledges that in order to remove odor caused by smoke, the Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
  
- 33. Renovations and Remodeling.** Tenant agrees not to make any repairs or alterations to the Premises, including repainting, remodeling, driving nails in woodwork or walls, using any adhesive items on walls, without written consent of the Landlord. The Landlord will not pay for remodeling, decorating, or any work of this kind contracted by Tenant, unless authorized in writing prior to the beginning of any renovation or remodeling. The Tenant further agrees not to remove any furnishings, fixtures, or appliances without written consent of the Landlord.
  
- 34. Equipment Use.** This lease shall not be affected and there will be no diminution or abatement of rent and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any service (including but not limited to heating or air conditioning) or utilities or any inconvenience or discomfort arising from repairs or improvements made in the premises or any other part of the apartment building or common areas or facilities providing the premises is habitable and Owner makes the repairs or improvements in a reasonable time. Owner retains the exclusive right to choose all utility providers.

Residents Initials:

Initial	Initial	Initial	Initial	Initial	Initial

Address: 838 Cherry St SE  
Grand Rapids, MI 49506



- 35. Acts of Default and Remedies by Owner.** If (a) Resident fails to pay the rent or additional rent or other sums when due; (b) Resident violates or defaults in the performance or compliance with any of the terms and conditions of this lease; (c) Resident shall have made any misrepresentation in the application for this lease; or (d) in the event of willful, wanton, dangerous or criminal misconduct by Resident, occupants listed in paragraph 5, or guests thereof, Owner may, upon written notice to Resident, terminate this lease and reenter the premises as permitted by law. Resident and all other occupants will surrender the premises to Owner by the date set in such notice. If Owner exercises its option to terminate this lease, Owner shall be entitled to recover from Resident an amount equal to the expense incurred by Owner for reentry, altering, prorated redecorating costs and relating the premises; further, Resident shall remain liable to Owner for the amount equal to the rent provided in this lease for the entire term of this lease or until Owner re-rents the premises, whichever shall first occur.
- 36. Hold-Over.** Upon any termination of this lease, Resident shall yield immediate possession of the premises to Owner and failing to do so, shall pay Owner rent for each day of such withholding plus expenses or damages suffered by Owner and/or Residents to whom the premises shall subsequently be rented or leased. If Resident abandons the premises prior to the expiration of this lease, the entire lease amount shall be due and payable by Resident to Owner; however, Resident may not be liable for the total accelerated amount because of Owner's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any.
- 37. Security.** Owner and Resident agree that Owner shall not furnish nor be responsible to Resident, occupants listed paragraph 5, or guests thereof, for security or protection of their person or property, and Resident acknowledges that Owner has made no representation with respect to such security or protection.
- 38. Notices.** All notices to be given to Resident may be served upon Resident personally or by mail addressed to Resident at the premises. Any notice by Resident to Owner must be in writing and mailed or delivered to Owner at the business office at 838 Cherry SE, Grand Rapids, MI 49506.
- 39. Items Not Allowed.** Tenant may not place any of the following in or on the Premises without written authorization from Landlord:
- 40. Repairs.** With written permission of the Landlord, the Tenant agrees to promptly have repairs made by authorized persons only or reimburse Landlord for damages to the Premises during the tenancy. The Landlord must be notified immediately of anything broken, stained, leaking, or inoperable. Tenant shall immediately pay for any costs incurred and/or damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks, or lavatory caused by Tenant or guest. Tenant accepts responsibility to mitigate damage to property from any and all causes.
- 41. Landlord's Rights Concerning Entry.** Landlord reserves the right to repair, show unit, or inspect the Premises for cleanliness or damage upon twenty-four (24) hour notice. In the event of emergencies, the Landlord may enter without notice. In the event that a maintenance request is submitted by the Tenant, the Tenant agrees to allow American Realty, or assigned vendor provided by American Realty, access to the property without a twenty-four (24) hour notice unless specified in maintenance request.
- 42. Disposal of Garbage, Debris, and Junk.** Tenant agrees to regularly dispose of all garbage, debris, or junk during occupancy and upon vacating the Premises as prescribed by the laws of the State of Michigan and the ordinances of the locality in which the Premises is located.
- 43. Use of Premises.** Tenant agrees to use the Premises for residential purposes only and not for business, illegal, or hazardous purposes. Tenant may be evicted upon a one (1) day Notice to Quit if the Tenant, member of Tenant's household, or other person under the Tenant's control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance as defined by Michigan Public Act 368 of 1978, on the Premises. Tenant shall not permit a use of the Premises that generates an unusual amount of traffic.
- 44. Disturbances and Quiet Enjoyment of Others.** Tenant agrees to be responsible for his or her conduct and the conduct of any co-tenants, guests, or other occupants of the premises. The engagement, by anyone occupying or on the premises, in any activity, including but not limited to playing of instruments, electronic devices, or mechanical devices, that in any manner disturbs or annoys other tenants or neighbors is a breach of this Agreement. This activity includes assault and aggressive and/or vulgar behavior or conduct. Landlord is not a law enforcement officer and will not get involved in co-tenant or neighbor disputes. Landlord has the sole discretion to terminate tenancy based on this clause in his or her best judgment.

Resident's initials:

Initial	Initial	Initial	Initial	Initial	Initial

Address: 838 Cherry St SE  
Grand Rapids, MI 49506



- 45. **Smoke Detector Disclosure.** Tenant agrees that apartment is equipped with working smoke detectors. Tenant shall maintain smoke detectors in working order at all times. Tenant also hereby acknowledges the receipt and execution of a "Smoke Detector Acknowledgment Form" which is attached and made part of this Agreement. Tenants will be charged for missing or damaged smoke detectors.
- 46. **Rules & Regulations.** Any rules and regulations published by Landlord become part of this Agreement. Tenant agrees to abide by all rules and regulations that may be published by Landlord.
- 47. **Violations of Agreement and Cause for Eviction.** Violation of any provision of this Agreement, rules, or regulations can be cause for eviction, including failure to make rent payments in a timely manner as set forth in paragraph 7 of this Agreement.
- 48. **Lead-based Paint Disclosure.** "Lead-Paint" (Housing constructed before 1978 only.) Tenant acknowledges receipt, review and execution of the Lead Warning and Disclosure Statements and receipt of the EPA pamphlet.
- 49. **Covenants and Conditions.** Each provision of this Agreement to be performed by Tenant shall be deemed both a covenant and a condition, which Tenant agrees to abide by strictly. Any violation of any provision of this Agreement shall constitute a material breach of same, in which case Landlord may, at their option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to use their best effort to re-rent the Premises or to otherwise mitigate damages as required by law.
- 50. **Binding Effect.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns.
- 51. **No Waiver.** Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
- 52. **Severability.** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
- 53. **Subordination.** The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.
- 54. **Mutual Waiver of Subrogation.** The Tenant shall not be liable to the Owner, or Owner to the Tenant, for any damage or injury to the extent that the respective insurance policy of Owner or Tenant provides compensation and such policy contains a waiver of subrogation clause. As such, Owner and Tenant each hereby waiver all right of recovery against the other for losses covered by insurance.
- 55. **Early Termination.** If the Tenant has occupied the unit for more than thirteen (13) months and the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Landlord with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenant may terminate this lease with a sixty (60) day written notice to the Landlord.
- 56. **Entire Agreement.** Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire Agreement between the parties.
- 57. **Abandoned Property.** If the Tenant abandons the Premises, the Landlord is authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenant's abandoned personal property, including but not limited to food, clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.
- 58. **Other:** N/A
- 59. **Tenant's initials and signature below indicates the Tenant has read, understands, is satisfied with and agrees to abide by all conditions of this agreement.** The invalidation of any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this agreement.

Resident's initials:

Initial	Initial	Initial	Initial	Initial	Initial

Address: 838 Cherry St SE  
Grand Rapids, MI 49506



IN WITNESS WHEREOF, Resident has executed this lease as of the date first above written, and Owner has executed the same as of the date set out below.

Property Manager / Landlord:

Witness:

Signature  
[Signature Line]

Resident:

Resident:

Signature  
[Signature Line]

Signature  
[Signature Line]

Resident:

Resident:

Signature  
[Signature Line]

Signature  
[Signature Line]

Resident:

Resident:

Signature  
[Signature Line]

Signature  
[Signature Line]

Date: 11/1/2021

### Security Deposit Notice

Security deposit of \$2,000 is to be deposited at: Huntington Bank

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

Address:  
838 Cherry St SE  
Grand Rapids, MI 49506



### Domestic Violence Lease Addendum

**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.**

A tenant who has a reasonable apprehension of present danger to themselves or their children from domestic violence, sexual assault, or stalking while they are a tenant shall be released from his or her rental payment obligation in accordance with the requirements as described below and after the submittal of a written notice of his or her intent to seek a release AND written documentation that the tenant has a reasonable apprehension of present danger to themselves or his or her child from domestic violence, sexual assault, or stalking. Submittal of the written notice shall be made by certified mail.

For purposes of releasing a tenant from his or her obligation to pay rent, the tenant is released from an obligation to pay rent no later than the first day of the second month that rent is due after notice is given AND the tenant has vacated the premises. For example: If a tenant gives the required notice on January 1, the tenant would be released from paying rent on March 1 --if they have vacated the premises before March 1. **A release of rental obligation does not take effect until after the tenant has vacated the premises.**

A release of a rental obligation does not apply to prepaid amounts, including, but not limited to, prepayment of first and last month's rent. A release of a rental obligation does not affect other sums that may be withheld by the landlord under Public Act 199 or other applicable law.

Furthermore, nothing shall prevent the landlord from withholding a security deposit.

If a rental agreement obligates multiple tenants to be liable for rental obligations and a tenant is released from his or her rental obligations per this addendum, all other tenants who are parties to the rental agreement/lease remain subject to the rental agreement/lease. This addendum applies only to those leases entered into after October 5, 2010.

#### **Written Statement/Notice**

The tenant shall include in the submitted written statement that the tenant or a child of the tenant has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking.

#### **Written Documentation**

The requirement that a tenant provide written documentation that the tenant has a reasonable apprehension of present danger to themselves or his or her child from domestic violence, sexual assault, or stalking is satisfied by providing one (1) or more of the following written documents to the landlord: · A valid PPO or foreign (from another state) protection order or an order removing an abusive person from a home under the Juvenile Code. The order must be in effect at the time of the submittal. · A valid probation order, conditional release order or parole order (still in effect at the time of submittal) that imposes conditions to protect the tenant or the tenant's child, including a no contact order. · A written police report that resulted in charges no more than 14 days before the submittal of the notice and the documentation. · A written police report that resulted in charges more than 14 days before the submittal of the notice and documentation if accompanied by a form demonstrating a verifiable threat (the format and substance of the form are detailed in the statute) along with a report verified by a qualified third party (sexual assault or domestic violence counselor, licensed health professional, mental health professional, member of the clergy). As used in this addendum:

- (a) "Child" means the minor child residing with the tenant or an adult child who is a legally incapacitated individual as that term is defined in section 1105 of the estates and protected individuals code, 1998 PA 386, MCL 700.1105.
- (b) "Domestic violence" means that term as defined in section 1 of 1978 PA 389, MCL 400.1501.
- (c) "Qualified third party" means 1 or more of the following:





- (i) A sexual assault or domestic violence counselor.
- (ii) A health professional licensed or registered under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838.
- (iii) A mental health professional as defined in section 100b of the mental health code, 1974 PA 258, MCL 330.1100b.

A member of the clergy, if the clergy member is affiliated with a tax-exempt religious institution under section 501(c)(3) of the internal revenue code that is listed in a telephone directory.

**Property Manager / Landlord:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Date: 11/1/2021**



### MOLD ADDENDUM

1. Notice to Resident(s): It is our goal to maintain a quality living environment for our residents. To help achieve this objective, it is important to minimize any mold growth in your unit. This addendum contains important information for you, the resident, as well as your responsibilities as they pertain to mold prevention. Addendum: This is addendum to the Lease Agreement executed by the resident(s) of:

2. About Mold: Mold is found virtually everywhere in our environment, inside, outside, and in new and old structures. Molds are naturally occurring and microscopic organisms that reproduce from spores. Whether or not we were aware of it, we have all lived with mold spores for all of our lives. Without molds, dead organic matter would not decompose.

Mold breaks down organic matter in the environment and then uses the end product for food. Mold spores are transported through the air by shoes, clothing, and other means. When excess moisture is present, mold can grow. There is conflicting scientific evidence as to what constitutes an adequate accumulation of mold which could lead to adverse health effects.

Nonetheless, necessary precautions need to be taken.

3. Resident(s) Responsibilities for Mold Prevention: In order to minimize the potential for growth of mold in your unit, the resident agrees to do the following:

- *Keep the unit clean particularly the kitchen, bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner is vital in the removal of household dirt and debris that harbor mold of the elements that promote mold growth. Immediately dispose of moldy food.*

- *Remove and/or report visible moisture accumulation on windows, walls, ceiling, floors and other surfaces as soon as reasonably possible. Look for and report leaks in washing machine hoses and discharge lines regardless of size. The importance of this is to prevent infiltration of any nearby walls.*

- *Resident agrees to turn on any exhaust fans in the bathroom(s) and/or kitchen before showering or cooking. Shower curtain is to be inside the tub. If the unit is equipped with a shower door, while showering, the door must remain closed. After bathing or showering the experts recommend that (1) the shower walls, shower doors, bathtub and bathroom floor be wiped free of moisture; (2) the bathroom door should be left open until all moisture on the mirrors, walls and tile surfaces has dissipated; and (3) the towels and bath mats are hung up until completely dry.*

- *Promptly notify the Landlord, in writing, about any air conditioning or heating system problems. Check furnace or air filter regularly. It is recommended that doors and/or windows are periodically opened when the outside humidity is below 50% in order to reduce humid areas in the unit.*

- *Promptly notify the Landlord, in writing, of any water leaks, water infiltration or mold. Landlord agrees to respond and repair or remedy the matter in accordance with the law.*

4. Mold Growth and Avoidance: Preventing excessive moisture buildup in the resident's unit. Failure to be observant to leaks and moisture accumulation on surfaces and inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources that include:

- *Rainwater leaking from roofs, windows, doors, outside walls and flood waters rising above floor level*

- *Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dishwashers, dehumidifiers, refrigerators or air conditioner drip pans or clogged air conditioner condensation lines*

- *Leaks from plumbing lines and/or fixtures, leaks into walls from missing or deteriorated grouting/caulking around tubs showers or sinks; Leaks from clothes dryer discharge vents (creating an increase of moisture in the air.), Insufficient drying of carpets, carpets pads, shower walls and bathroom floors.*

- *Washing machine hose leaks and overflows, dishwasher hose leaks or overflows, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking*

5. Environmental Protection Agency (EPA) Recommendations: If small areas of mold have already occurred on non-porous surfaces (i.e. ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the federal EPA recommends that the area first be cleaned with soap and detergent and water, let the surface dry, and *within 24 hours* apply a pre-mixed spray on application of household biocide such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine scented), Tilex Mildew Remover®, or Clorox Cleanup®, (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the manufacturer instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface may be compared to painting over old paint without first cleaning and preparing the surface.

*Always clean and apply a biocide to an area 5 to 6 times larger than any visible mold due to the possibility of potential mold growth not yet visible. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter may be used to help remove non-visible mold products from porous items (i.e. fibers in sofas, chairs, draperies and carpets) provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothing.*

6. Do Not Clean or Apply Biocides To: (1) visible mold on porous surfaces, such as sheet rock (drywall) walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Should the resident(s) encounter these particular situations it is required that the Landlord be notified, in writing, so that the appropriate action may be taken.

7. Compliance: Compliance with this addendum will aid in the prevention of mold growth in the Resident(s) unit. The signatures below indicate that you, the resident, agree to the terms of this mold information and prevention addendum. The Resident agrees to contact Landlord with any questions or concerns regarding mold or mold potential in said unit. Failure to comply with this addendum may result in the Resident(s) being charged for damages and/or health risks posed to others.



**Property Manager / Landlord:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Date: 11/1/2021**



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning**

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

**Lessor's Disclosure:**

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

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

Records and Reports available to the lessor (check (i) or (ii) below):

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

**Lessee's Acknowledgment**

Lessee has received copies of all information listed above.

**Agent's Acknowledgment**

American Realty has informed the lessor of the lessor's obligations under 42 U.S.C and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

**Property Manager / Landlord:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature

**Resident:**

Signature



**American Realty**  
Property Management



**Resident:**

Signature

**Resident:**

Signature

**Date: 11/1/2021**