

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."

- 1. **Date of this Agreement:** [System.Date()]
- 2. **Move-In Date:** [Lease.LeaseStartDate()]
- 3. **Identification of Landlord and Tenant.** This Agreement is entered into on the date above indicated between: [Property.Owner.DisplayName()] (Landlord) and [ContactList()] (Tenant). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
- 4. **Identification of Premises.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the Premises located at:

Street Address: [Tenant.Unit.Address.Street1()]
City: [Property.Address.City()] State: Michigan

- 5. **Limits on Use and Occupancy.** The Premises are to be used only as a private residence for the above listed Tenant(s). Occupancy by guests for more than 15 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.
- 6. **Term of Tenancy.** The rental will begin on [Lease.LeaseStartDate()] at Noon. The Tenant agrees to lease the premises for the original term of [System.Ask("How many total months in the lease? Include a half month as .5")] months and terminate the tenancy on [Lease.LeaseEndDate()] at Midnight.
- 7. **Rent Amount and Payment of Rent.** Rent is payable in [System.Ask("How many FULL months in the lease?")] monthly installments of \$[Tenant.Unit.MarketRent()] to the Landlord and payable in advance on the 1st day of each month. 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: American Realty
cashier's check made payable to: American Realty
credit card or money order

Prorated rent.

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

Prorated Rent 1: Between [System.Ask("Prorated Rent 1 Period?")] tenants will pay \$[System.Ask("Prorated Rent 1 Amount Due?")] in rent.

Prorated Rent 2: Between [System.Ask("Prorated Rent 2 Period?")] tenants will pay \$[System.Ask("Prorated Rent 2 Amount Due?")] in rent.

Resident's initials:

Address:
[Tenant.Unit.Address.Street1()]
[Tenant.Unit.Address.CityStatePostalCode()]

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 \$150 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 \$50, plus \$50 late rent fee and 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. **Lease Preparation Fee.** Tenant agrees to pay a one-time lease preparation fee; previously known as the **Administration Fee.** Studio and/or one bedroom units will pay \$299, two to three bedroom units will pay \$399, four to five bedroom units will pay \$499, and six or more bedroom units will pay \$599 (Lease Preparation Fee must be paid prior to or on 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: **\$[Tenant.SecurityDepositHeld()]** 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:	☒	Lawn Maintenance:	<u>[Ask("Is tenant responsible for Lawn? X for Yes, ___ for No")]</u>
Pest Control:	☒	Water:	☒
Heating Fuel:	☒	Garbage/Trash:	☒
Snow Removal:	<u>[Ask("Is tenant responsible for Snow removal? X for Yes, ___ for No")]</u>	Smoke Detector Battery:	☒
Cooking Fuel:	☒	Light bulbs:	☒
Shovel Walks:	☒	Cable/Internet	☒

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 prior to the lease end date and placed back into the landlord's, the landlord can charge a utility penalty in the amount of \$75 per bill.

Resident's initials:

Address: [Tenant.Unit.Address.Street1()]
[Tenant.Unit.Address.CityStatePostalCode()]

- 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 \$75. 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. In the event that tenants are responsible for a utility and the utility is not sub-metered, the utility will be divided based on the number of bedrooms in the unit as a percentage of all bedrooms in the building.
- 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.
- 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:

Address: [Tenant.Unit.Address.Street1()]
 [Tenant.Unit.Address.CityStatePostalCode()]

- 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 \$300 and pet rent of \$35 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/Animal 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, an additional \$300 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 that 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:

Address: [Tenant.Unit.Address.Street1()
 [Tenant.Unit.Address.CityStatePostalCode())]

- 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: **See Rules and Regulations**
- 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. Failure to allow Landlord access when twenty-four (24) hour notice is given will result in a fine of up to \$150, due immediately.
- 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:

Address: [Tenant.Unit.Address.Street1()]
 [Tenant.Unit.Address.CityStatePostalCode()]

- 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. 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:** [System.Ask("Other: (Type N/A if not relevant)")]
- 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:

Address: [Tenant.Unit.Address.Street1()]
[Tenant.Unit.Address.CityStatePostalCode()]

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:

Resident(s) & Co-Signer(s):

Date: [System.Date()]

Security Deposit Notice

Security deposit of \$[Tenant.SecurityDepositHeld()] is to be deposited at: Horizon 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:
[Tenant.Unit.Address.Street1()]
[Tenant.Unit.Address.CityStatePostalCode()]