

## RESIDENTIAL LEASE AGREEMENT

**NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.**

This lease (the Lease) is entered into on \_\_\_\_\_, between Home Towne Property Management on behalf of \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (tenant), on the terms and conditions set forth below.

1. **Basic Lease Provisions.** The basic lease provisions are stated forth below and further explained in the section referenced to the right of each provision:

- (a) Premises: \_\_\_\_\_ See §2
- (b) Term: Beginning \_\_\_\_\_ ending \_\_\_\_\_ See §3
- (c) Rent: Rent to be \$ \_\_\_\_\_ Per Month See §4
- (d) Security deposit: \$ \_\_\_\_\_ See §5
- (e) Number of occupants: \_\_\_\_\_ See §6  
Names of persons who will occupy the Premises with the Tenant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (f) Tenant shall be responsible for the addendums checked below: See §17  
X See attached Utility Addendum 1  
X See attached Pet Addendum 1  
X See attached Appliance Addendum 1

All utilities must be transferred into the tenant's name as of move in date.

2. **Premises.** The Tenant leases from Landlord the real property as referenced in section 1(a) (the Premises), together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for Tenant's use.

3. **Term.** The term of this Lease shall be for the term beginning and ending as stated in section 1(b). References in this Lease to the term of the Lease include any renewal terms. Tenant shall receive possession on the beginning date as listed in 1b.

a. Lease Renewals: Tenant shall notify landlord a minimum of 30 days in advance of tenant's request to renew the lease.

b. Move Out Notice: If tenant plans to vacate the premises at the end of the lease term, a 30 day written notice must be submitted to property manager on behalf of landlord. If proper notice is not provided, tenant shall be responsible for rent 30 days after landlord is notified of move out in accordance with Michigan Law. If tenant is leaving at end of lease term, landlord makes no assumption that the tenant plans to vacate. Tenant is still required to provide written notice.

c. Early Lease Termination: Should tenant wish to break the lease earlier than the specified end date, the remainder of the lease is to be paid in full. Rent will not be prorated.

#### 4. **Rent.**

a. Tenant shall pay Landlord, by ACH/bank payment through property manager's servicing portal, check or money order, at the address stated above or an address designated by Landlord (15851 S. US 27 Hwy. Bldg. 10, Ste 16 Lansing, MI 48906), monthly rent installments as stated in section 1(c), payable in advance, on or before the 5th day of each month during the term of this Lease. Tenant shall pay the first monthly installment when Tenant signs the Lease.

b. Tenant shall pay Landlord a late fee of \$50 for each monthly installment not received by Landlord within five days of its due date. This increase shall be considered additional rent and shall compensate Landlord for costs incurred because of late payments.

c. If the Tenant attempts to pay rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of \$50. If utilizing an electronic payment system, tenant may incur a returned fee from the payment processor AND the landlord. Landlord does not control fees from the payment processor.

d. Landlord's right to collect this additional rent shall be in addition to Landlord's right to take action under other provisions of this Lease for Tenant's default in paying rent. The Tenant shall pay all additional rent to Landlord promptly after the due date of the delinquent installment. All rent paid after the due date and payments to cover checks that have been returned for insufficient funds must be paid at the place designated for payment, by cashier's check, certified check, or money order.

5. **Security deposit.** On the signing of the Lease, Tenant deposited with Landlord a security deposit in the amount stated in section 1(d) (not to exceed 1½ months' rent) as a security deposit to reimburse Landlord for actual damages to the rental unit or ancillary facilities that directly result from conduct not reasonably expected in the normal course of habitation of a dwelling and to pay Landlord for all rent in arrearage or due for premature termination of this Lease by Tenant and for any of Tenant's utility bills not paid by Tenant. Tenant is liable for any balances remaining unpaid after Landlord applies the security deposit to such amounts.

6. **Use.** Tenant shall use the Premises solely as a single-family residence. No persons other than those listed at the end of this Lease shall occupy the Premises for more than seven days during the term of this Lease without prior written consent from Landlord. The maximum number of persons permitted to occupy the Premises is set forth in section 1(e). The names of all persons who will occupy the Premises are also set forth in section 1(e).

Tenant agrees that neither Tenant, nor a member of Tenant's household, nor any other person under Tenant's control will unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the Premises.

**7. Condition of the Premises.** Tenant acknowledges that no representations about the condition of the Premises or promises to alter or to improve the Premises before or during the term of the Lease have been made except as stated in this Lease.

- a. The premises are “bed bug” free. If the premises become infested with “bed bugs” or other vermin, this is good cause for eviction. Tenant is responsible for the total cost of eradication of the “bed bugs” or other vermin.
- b. The tenant acknowledges that many older basements do have some water seepage and that the basement level is not to be used for living space. There may be laundry utilities in the basement and areas for storage, but it is the landlord's recommendation that the tenant have any stored items elevated off the ground in the event of any water entering the basement. The tenant holds the landlord/management company harmless in the event of any damage to any of the tenants personal property due to water seepage or backup.
- c. The tenant acknowledges that the basement is not meant to be a habitable space unless there is the appropriate egress.
- d. If any window air conditioning units are at the property, they are to be maintained by the tenant. Window air conditioning units are not the landlords responsibility to provide or maintain.

**8. Maintenance, repairs, and damage of the Premises.**

- a. Throughout the term of the Lease, Tenant shall maintain the Premises in good condition and shall allow no waste of the Premises or any utilities. Tenant shall be liable for any damage to the Premises or to Landlord's other property that is caused by the acts or omissions of Tenant or Tenant's guests. Tenant shall pay, on Landlord's demand, to replace any broken window glass on the Premises or any lost or broken keys. All keys shall be returned upon conclusion of occupancy.
- b. The tenant shall be responsible for all repairs under \$50.00.
- c. Should tenant have access to breaker panel, sump pump, furnace/boiler, or water heater, the tenant must always maintain a four foot clearance around these items. A clear and direct path to these items is required at all times.

**9. Decorations and alterations.** Other than hanging decorations on the walls with nails or other materials approved by Landlord, Tenant shall not alter or decorate the Premises without prior written consent from Landlord. Landlord's consent to a particular decoration or alteration shall not be deemed consent to future decorations or alterations. Tenant shall not remove any furnishings Landlord furnishes to Tenant, drive nails into the woodwork, or use any adhesive material on the walls without prior written consent from Landlord. Yard signs, posters or other signage like items visible from the exterior of the unit are not permitted.

**10. Assignments and subleases.** Tenant shall not assign this Lease or sublease any part of the Premises, violation will allow termination of tenancy and a \$1000.00 fee payable immediately.

**11. Interruption of services.** As long as the Premises are habitable and Landlord makes any repairs or improvements within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the Premises shall not affect this Lease, reduce the rent, or be construed as an eviction.

**12. Prohibitions.** Neither Tenant nor Tenant's guests shall

- a. install any equipment or appliances that, in Landlord's opinion, cause an unsafe condition on the Premises;
- b. accumulate refuse on or around the Premises that might pose a health hazard to Tenant or to Tenant's neighbors;
- c. allow any activity on or around the Premises that would result in an increase in fire insurance premiums for the Premises;
- d. permit any flammable liquids or explosives to be kept on or around the Premises;
- e. permit on the Premises any act that would injure Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;
- f. change or install any locks on the Premises or in the building where the Premises are located without written consent from Landlord;
- g. bring any water beds, floor safes, or other heavy objects on the Premises;
- h. bring any animals on the Premises without written consent from Landlord;
- i. unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the leased premises; or
- j. permit any laws to be violated on the Premises.
- k. tenant shall have access to park in the back of property only off the alley way if applicable.
- l. park on the grass or allow boats, trailers, snowmobiles, RV's, or unlicensed vehicles to be parked on the premises;
- m. smoke inside of the building or within 25 feet of the building (this includes marijuana, cigarettes, vaping, or any other method of smoking). Any violation of this will result in a violation fee of \$1000 in addition to the cost to remediate the damage and will be due

immediately. If the violation continues to occur, landlord has the right to terminate the lease.

**13. Access to the Premises.** Tenant shall allow Landlord and Landlord's agent's reasonable access to the Premises to inspect, repair, alter, or improve the Premises. Tenant shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the Premises to the extent permitted by law. Tenant shall allow Landlord or Landlord's agents to show the Premises to prospective Tenants at reasonable times during the 60 days before the term of this Lease expires and to prospective purchasers on reasonable notice to Tenant. Landlord reserves the right to take photos of the property for any purpose (appraisal, advertising the unit, etc) at any time with written notice.

**14. Vacation or abandonment of the Premises.** If Tenant removes substantially all Tenants' property from the Premises and landlord reasonably believes tenant has left the premises without intent to return, Landlord may immediately enter and redecorate the Premises without abatement of rent; and these acts shall not affect Tenant's obligations under this Lease. If Tenant abandons the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due.

**15. Property loss or damage.** To the extent permitted by law, Landlord and Landlord's agents shall not be liable for any damage to property or loss of property that is caused by theft or casualty on the Premises. Landlord recommends that Tenant obtain insurance to protect Tenant's personal property against such loss or damage.

**16. Damage or destruction of the Premises.** If a casualty partially destroys the Premises but they can be restored to a tenable condition within 30 days, Landlord shall repair the Premises with reasonable dispatch; however, Landlord's obligation to repair the Premises shall be limited to the amount of insurance proceeds actually received by Landlord. Tenant's obligation to pay rent shall be suspended while the Premises are untenable. If a casualty damages the Premises to the extent that they cannot be restored to a habitable condition within 30 days, either party may terminate this Lease by giving the other party written notice within 15 days after the casualty. Landlord shall not be liable for any reasonable delay or for providing housing for Tenant during repairs.

**17. Utilities.** Tenant is responsible for the costs of the utilities and services for the Premises marked in section 1(f). Landlord is responsible for the payment of the cost of the services and utilities listed in that section and not marked for payment by Tenant.

**18. Termination.** When this Lease terminates, Tenant shall surrender possession of the Premises to Landlord in the condition they were in when they were delivered to Tenant, except for normal wear and tear. Tenant shall also return all keys for the Premises to Landlord. If all keys are not returned, a \$200.00 fee will be charged to tenant.

**19. Default and Landlord's remedies**

a. If Tenant defaults on any obligations under this Lease or misrepresents any information in the application for this Lease, Landlord may, on written notice to Tenant, terminate the Lease and enter the Premises as permitted by law; Tenant and any other occupants shall surrender the Premises to Landlord by the date stated in the notice. If Landlord terminates the Lease, Landlord may recover Landlord's expenses for enforcing Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statute; and rent for the rest of the term of the Lease shall immediately become due. Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice of default on Tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by Landlord in enforcing Landlord's remedies and allowed by statute shall be added to the amount of the arrearage.

b. It is a violation of this lease if Resident, a member of Resident's household, or any other person under Resident's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance as defined by Michigan law anywhere on the leased premises, including the apartment or any part of the apartment building or common areas or facilities. Pursuant to Michigan law, if Resident violates this provision, Owner may serve a written demand for possession for termination of this lease, giving Resident 24 hours' notice of the lease termination and demand for possession. Residents acknowledge that an order of eviction/writ of restitution may be issued by the court immediately after the entry of a judgment for possession. Resident's initials: \_\_\_\_\_.

**20. Holding over.** Tenants may, with Landlord's permission, continue to occupy the Premises after the term of this Lease expires without renewing this Lease or signing another lease for the Premises. Such tenancy shall be on a month-to-month basis and subject to the provisions of this Lease except that the monthly rent shall increase 10 percent from the rent for the last month of the term of the Lease, and Landlord may increase rent on 30 days' notice to Tenant. If the tenant occupies the premises past the Lease expiration date, a fee of \$100 will be assessed in addition to the full monthly amount of rent.

**21. Notices.** Any notices under this Lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the recipient's last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date.

**22. Modifications.** No modifications of this Lease shall be binding unless they are in writing and signed by Landlord and Tenant.

**23. Whole agreement.** This Lease sets forth the entire agreement between Landlord and Tenant. There are no verbal or written agreements that are not contained in this Lease between the parties.

24. **Binding effect.** This Lease shall bind and benefit the parties to the Lease and their heirs, personal representatives, successors, and permitted assigns.

25. **Severability.** If any provision of this Lease is invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the provision to persons or circumstances other than those for which it is invalid, unlawful, or unenforceable are not affected.

26. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease

27. **Effective date.** This lease is effective on the date first stated in this Lease.

28. **Electronic Communication.** As an alternative to physical delivery, the parties agree that this agreement or any amendment or modification of this agreement may be delivered to all parties (Landlord or Tenant) using electronic mail (e-signing). Any such communication shall be deemed delivered at the time it is sent or transmitted. The tenant(s) represent and warrant that an electronic email address has been provided to the landlord from which the tenant may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

29. Per MCL 554.603:

***NOTICE: You must notify landlord in writing, within four days after you move of a forwarding address where you can be reached and where you will be receiving mail; otherwise, your landlord shall be relieved of sending you an itemized list of damages and the penalties adhere to that failure.***

By signing below, the undersigned hereby agrees that all other leases on this property are null and void.

TENANT

LANDLORD

\_\_\_\_\_

By: \_\_\_\_\_

TENANT

\_\_\_\_\_



### Pet Addendum 1

This pet addendum to lease agreement dated \_\_\_\_\_ is attached to and made part of the lease agreement dated \_\_\_\_\_, by and between the landlord and \_\_\_\_\_ (tenant) and relates to the property located at \_\_\_\_\_.

It is acknowledged between both landlord and tenant that tenant is allowed the following pets:

Name, type of animal	Age	Weight

Tenant agrees that tenant shall be responsible for damage to the unit and the tenants property as well as any injury to the tenant or anyone residing in the unit with the tenant for any period of time. A default under the terms of this addendum shall be deemed a material default under the terms of the lease and the landlord shall be entitled to exercise all right and remedies at law or in equity.

Tenant shall not bring any animals on the Premises without written consent from Landlord. If any unauthorized animals are found on the Premises, a non-refundable violation fee of \$1,000 shall become immediately due and payable by Tenant, plus \$100 per month (each part of a month is considered a month, with no proration given) that the unauthorized animal continues to be on the Premises. "Pet-sitting" is also not allowed.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT



### Utilities Addendum 1

This utility addendum to lease agreement dated \_\_\_\_\_ is attached to and made part of the lease agreement dated \_\_\_\_\_, by and between the landlord and \_\_\_\_\_ (tenant) and relates to the property located at \_\_\_\_\_.

The following utilities will be marked in accordance with whether they are the tenants responsibility or the landlords responsibility.

Utility	Landlord's Responsibility	Tenant's Responsibility
Gas		
Electric		
Water		
Sewer		
Internet/Cable/Phone		
Trash		
Lawn		
Snow		

If snow removal and lawn maintenance is marked as the tenants responsibility, if a notice is received from the municipality it will result in a \$50 fee from the landlord in addition to the fine from the municipality.

If any additional fines are received from the city for trash, debris, lack of utilities, unregistered vehicles, or failure to comply it will result in a \$50 fee from the landlord in addition to the fine from the municipality.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

### Appliances Addendum 1

This utility addendum to lease agreement dated \_\_\_\_\_ is attached to and made part of the lease agreement dated \_\_\_\_\_, by and between the landlord and \_\_\_\_\_ (tenant) and relates to the property located at \_\_\_\_\_.

The following appliances will be marked in accordance with whether they are the tenants responsibility to provide and maintain or the landlords responsibility.

Appliance	Landlord's Responsibility	Tenant's Responsibility
Washer		
Dryer		
Refrigerator		
Oven/Stove		
Microwave		
Dishwasher		

Tenant agrees and understands that anything marked as the tenants responsibility, they will be responsible for providing and maintaining. Anything marked as the landlord's responsibility the landlord will both provide, and maintain. Should there be an issue with an appliance a maintenance request must be submitted to landlord in a timely manner.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT