



# APARTMENT RESIDENCE LEASE AGREEMENT

THIS IS A LEASE AGREEMENT signed on (month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, as the Owner, whose address for the giving of notice is  
8863 Dixie Hwy., Clarkston, MI, 48348 and by the following, as Residents:

First Name Last Name DOB

First Name Last Name DOB

By signing this Lease, the Owner and the Residents agree that the relationship between them is fully and accurately defined by this Lease and the Rules and Regulations, and the Residents promise to perform all of the obligations under this Lease and the Rules. The Owner's office for payment of rent is:

All direct payments, notices and other correspondence and communications to Owner should be addressed to its offices at:

Email correspondence ☐

## 1. DEFINITIONS AND TERMS

(a) Apartment "Community"

(e) Rent:

1. Partial first Month Rent of

\$\_\_\_\_\_ for \_\_\_\_\_ days

(b) "Apartment":

2. Base Monthly Rent: \$\_\_\_\_\_

1. Apartment No. \_\_\_\_\_

3. Carport/Garage Charges: \$\_\_\_\_\_

2. Address \_\_\_\_\_

4. Other \_\_\_\_\_ \$\_\_\_\_\_

**Total Monthly Rent:** \$\_\_\_\_\_

(c) "Beginning Date":

(f) The monthly rent includes/does not include charges

for the following utilities:

(Month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_

(d) "Ending Date":

(Month) \_\_\_\_\_ (day) \_\_\_\_\_, 20\_\_\_\_

Included Not Included

(Owner Paid) (Resident Paid)

(e) Security Deposit: \$\_\_\_\_\_ Held at:

(1) Water ☐ ☐

(2) Gas or Other Heating ☐ ☐

(3) Electricity ☐ ☐

(including air conditioning)

(g) The Other Occupants of the Apartment are:

Name DOB Relationship to Residents

Name DOB Relationship to Residents

(h) Residents Automobiles:

|      |       |      |       |                |
|------|-------|------|-------|----------------|
| Make | Model | Year | Color | License Number |
| Make | Model | Year | Color | License Number |
| Make | Model | Year | Color | License Number |

The Residents agree to notify the Owner of any changes to the Residents' Automobiles and/or license numbers.

Have any Residents or Occupants been convicted or adjudicated of any sex offenses? If so, indicate the person(s), date and nature of conviction and/or adjudication:

SAMPLE



Equal Housing  
Opportunity

**AGREEMENT 2.** By this Lease Agreement, the Owner is renting the Apartment to the Residents. In exchange, the Residents agree to pay the Rent promptly on or before the first day of each month, and to pay all other charges payable under this Lease when they are due. Further, both the Owner and the Residents agree to observe all the terms and conditions of this Lease. For so long as the Residents observe all of the terms of this Lease, the Owner agrees that the Residents may use the Apartment without interruption by the Owner, except where this Lease says otherwise.

**TERM 3.** This Lease will begin on the Beginning Date and will continue until the Ending Date. If neither the Owner nor the Residents notify the other party at least 30 days before the Ending Date that this Lease will terminate, then this Lease will automatically be continued after the Ending Date for successive one month terms ending on the last day of each month until either the Residents or the Owner gives at least 30 days prior written notice to the other party that this Lease will terminate. However, a Resident may terminate this Lease before the Ending Date if the Resident has occupied the Apartment for more than 13 months, gives at least 60 days prior written notice to the Owner, and either (a) provides written proof that the Resident has become eligible to take possession of a rental unit for individuals 62 years of age or older that is subsidized in whole or in part under any local, state or federal program, or (b) provides a notarized certificate from a physician that the Resident has become incapable of living independently prior to the Ending Date. The Rent or other charges payable by the Residents or any of the other terms and conditions of this Lease may be changed by the Owner after the Ending Date by giving at least 30 days prior written notice to the Residents of the change. Landlord reserves the right to increase the rental rate by an at least 10% holding over fee if the new Lease is not signed.

A tenant who has a reasonable apprehension of present danger from domestic violence, sexual assault, and/or stalking, may have statutory rights to terminate this Lease Agreement pursuant to MCL 554.601b.

"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, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention."

While this Lease is supposed to begin on the Beginning Date, the Owner does not promise that the Apartment will be ready and available for the Residents on the Beginning Date. If the Residents are not able to enter and occupy the Apartment on the Beginning Date because the Apartment is not ready for occupancy, because a previous resident has not yet moved out, or because of any cause reasonably beyond the Owner's control, then this Lease will not begin until the Owner determines the Apartment is ready and available for occupancy. No Rent or other charges will be due until this later Beginning Date, and the Owner will not be liable for any damages to the Residents because of this later Beginning Date.

**RENT 4.** The Residents promise and agree to pay the Rent stated in Paragraph 1 in advance on or before the first day of each month without the Owner notifying the Residents of any rent due. The rents are payable at the address of the office listed on the first page of this Lease. However, the Owner may designate other places where rents can or must be paid by written

notice to the Residents, and the Residents shall then pay the rents at the places stated in the notice. The rents are payable by cashier's check, certified check, money order or personal check. The Owner may, however, refuse a personal check or certified check and require the rents to be paid by cashier's check or money order. In no event will cash be accepted. The Residents also promise and agree to pay all other charges imposed by this Lease within 10 days of the Owner's bill to the Residents. The Residents may not elect to apply any portion of their Security Deposit against Rent or other charges imposed by this Lease.

**LATE CHARGES 5.** If the Owner has not received the Rent by the 5th day of the month, then the Residents will pay a late charge of \$100.00 on the sixth day. Late charges will be added to the Residents' account and will be deemed as rent and shall be paid by the Residents regardless of whether the Owner bills the late charges to the Residents. The Owner's failure to bill the late charges will not waive the Owner's right to collect the late charges as rent, and the Owner's right to collect the late charges will be in addition to its other rights and remedies under this Lease. Any check which is returned to the Owner because the Residents' bank does not honor the check for any reason will be treated as if no payment had been made at all, and, in addition, the Residents will pay a \$25.00 returned check fee.

**RENT INCREASES 6.** As authorized by the Truth in Renting Act (MCL 554.631 to 554.641), Owner shall have the right to make the following adjustments in this Lease upon written notice to Resident of not less than thirty (30) days: (a) changes required by federal, state, or local law or rule or regulations; (b) changes in rules relating to the property, including the Premises, which are required to protect the physical health, safety or peaceful enjoyment of the Residents and guests in the Apartment Community; (c) changes in the amount of rent to cover additional costs in operating the Community incurred by Owner because of increases in ad valorem property taxes, charges for the electricity, heating fuel, water or sanitary sewer services consumed at the Apartment Community or increases in premiums paid for liability, fire, or workmen's compensation insurance.

**CHARACTER OF THE OCCUPANCY 7.** The Residents agree that the Apartment is to be used exclusively as a private residence for the Residents and the Other Occupants listed in Paragraph 1 of this Lease, and for no other persons or purposes. A person will be considered to be an Other Occupant and required to be registered and approved by the Owner if he or she resides at the Apartment Community for more than 21 days in any 12 month period, or more than five days in any one month period. occupancy limits per bedroom may be enforced according to local law, if applicable. Other Occupants may not use or occupy the Apartment if all Residents are absent for more than 30 days. Guests and visitors may not use or occupy the Apartment unless a Resident is present or the Residents obtain the written consent of the Owner. The Residents agree that they will not operate or allow anyone else to operate any business enterprise from the Apartment, conduct "garage sales", or make any other unusual use of the Apartment. All leaseholders, occupants, and anyone living in the Apartment must be approved by management. Once Resident and all other occupants are evicted, they cannot return to the Apartment or surrounding property. Resident's presence post-eviction on the premises will be deemed as trespassing.



**USE OF THE APARTMENT 8.** The Residents understand and agree that they will not use the Apartment for any purpose in violation of the laws, ordinances or regulations or any governmental authority. In addition, the Residents will not do or permit any act at the Apartment Community which may subject the Owner to any liability or responsibility or increase the likelihood of fire or injury. The Residents agree to furnish the Apartment and (unless provided by the Owner) to install draperies or other window treatments with white linings or surfaces on the exterior so that the Community will have a uniform and consistent appearance. The Residents also agree to keep the Apartment in a clean and orderly condition, and not to do anything that might be considered dangerous, might be a health hazard or might violate any health or police regulations. The Residents also agree that they will not engage in any activity or do any act which might cause the Apartment to diminish in value, and that they will not misuse or neglect the Apartment or any of the Owner's property or appliances in the Apartment. The Residents understand and agree that they will be responsible for the conduct and actions of all Other Occupants and all guests and visitors to the Apartment, and the Residents will be responsible to see that those persons fully comply with all of the obligations of this Paragraph and with all of the other obligations in this Lease.

**RESPONSIBILITY TO OTHER RESIDENTS 9.** The Residents understand that they are living in a multiple residence apartment community and that the mutual cooperation of all residents with each other and with the Owner is essential to make the Apartment Community a pleasant residence for everyone. Because of this, the Residents agree to act in an orderly fashion and not to do anything which might be a disturbance, nuisance or an eyesore to the other residents and to cause all Other Occupants, and all guests and visitors to the Apartment to conduct themselves in the same manner.

**MOVE-IN CHECKLIST 10.** The Residents agree that the Owner has made no representations or warranties as to the condition or the state of repairs of the Apartment or the Common Areas prior to the signing of this Lease. The Owner is not obligated to make any features of or improvements to the Apartment identical to any other apartment shown as an inducement to enter into this Lease. On or before the Beginning Date, the Owner will furnish two copies of an Inventory Checklist to the Residents. The Residents must review the Inventory Checklist, note on the checklist the condition of the Apartment and all of the Owner's property in the Apartment, and return the checklist to the Owner within 7 days. If the Residents believe that the Apartment is in need of repairs which are the Owner's responsibility, the Residents must note those items on the Inventory Checklist and return one copy of the completed Inventory Checklist to the Owner. FAILURE OF THE RESIDENTS TO COMPLETE THE INVENTORY CHECKLIST AND TO RETURN THE CHECKLIST TO THE OWNER WITHIN SEVEN (7) DAYS OF THE BEGINNING DATE WILL BE DEEMED AN AGREEMENT BY THE RESIDENTS THAT THE APARTMENT AND THE OWNER'S PROPERTY IN THE APARTMENT ARE IN GOOD, CLEAN, UNDAMAGED AND SERVICEABLE CONDITION AT THE BEGINNING DATE.

**CARE OF THE APARTMENT 11.** The Residents understand and agree that they have been entrusted with valuable appliances and property. The Residents agree that they will not misuse or mistreat the Apartment or any of the appliances and other property in the Apartment, and that they will treat the Apartment and all of the Owner's property in the Apartment and the Apartment Community with the respect and care that is due and owing by a person who has been entrusted with the property of another. The Residents also agree that they will not permit any misuse or neglect of these appliances and property by any person, and that all malfunctions or damages will be promptly reported to the Owner. A \$\_\_\_\_\_ non-refundable cleaning fee will be paid by Resident upon move in.

**ALTERATIONS 12.** The Residents may not make any alterations, additions or improvements to the Apartment (including wallpaper) unless they first obtain the written consent of the Owner. All alterations, additions and improvements must be done in a good workmanlike manner using high quality materials, and must be done in such a fashion as to not disturb other residents. The Residents will not allow or permit any mechanic's lien or other lien to be filed against the Apartment or any part of the Apartment Community as a result of any of the Resident's repairs, alterations or improvements. Upon moving out, the Residents understand and agree that they are obligated to remove all alterations, additions and improvements made by them and to restore the Apartment as described in this Lease. If not removed, Resident will be charged for expenses incurred by the Apartment Community in the process of removal.

**COMMON AREAS 13.** The Apartment Community has been designed as a residential community, and it may contain certain Common Areas for the convenience and the mutual use and benefit of all residents in the community, such as parking lots, roads, hallways, swimming pools, recreation areas, decks, lounge areas, community centers, laundry facilities, tennis courts or other facilities. The Residents agree to use these Common Areas only for the uses for which they were intended, to obey all rules and regulations relating to the Common Areas, and to act with due respect for the rights of others who use and enjoy the Common Areas. The Residents agree to see that the Other Occupants, and all guests and visitors also observe the obligations of this Paragraph. The Residents understand that the Owner is under no obligation to provide any of the Common Areas described above, and the Owner may construct new Common Areas or close existing Common Areas as the Owner deems fit. The Residents also understand and agree that the Residents and the Other Occupants and all guests and visitors who may use the Common Areas do so at their own risk, and that the Owner is not responsible or liable for any loss or injury to any person because of any use of the Common Areas except for losses or injuries resulting from the Owner's negligent performance or failure to perform a duty imposed by law.

**STORAGE 14.** The Residents may store their personal possessions, belongings and furniture only in the Apartment or in any storage areas designated for the Residents' use by the Owner. The Residents understand and agree that this Lease does not give the Residents the right to use the roof above the Apartment to erect any antenna or for any other purpose. In no event may the Residents store any explosives, flammables or other dangerous items anywhere in the Apartment Community. If a storage area outside of the Apartment is designated for the Residents' use, the Residents shall purchase and install a sturdy lock on the door and shall periodically examine the stored items. In no event may the Residents store any personal possessions, bicycles, belongings or furniture on the balcony of the Apartment, if any, or in the hallways or other Common Areas. Further, the Residents agree that they will not store any perishable, hazardous or unsightly items, or any items which would cause odors, in any of the storage areas. The Residents understand and agree that any use of the designated storage areas is at their own risk, that they should not store any valuables in the storage areas, and that the Owner cannot give the Residents any assurances against theft or other damage.



**PETS 15.** The Residents shall not keep a pet (except fish or small caged birds typically kept as household pets) in the Apartment.

**PARKING AND SNOW REMOVAL 16.** The Residents agree that they will park automobiles only in their carports or garages, if any, and in the other areas specifically designated by the Owner as being available for parking purposes. The Owner may restrict the number of vehicles parked by the Residents in the Apartment Community or may charge a fee for parking extra vehicles. In no event will the Residents park in any designated fire lanes, garbage removal and pickup areas, or in any streets which are not generally available for parking. The Residents further agree that they will use the parking areas solely for the purpose of parking the Residents' automobiles. Automobiles not used on a regular basis, snowmobiles, trucks, commercial vehicles, recreational vehicles, motorcycles and boats may not be stored or brought into the Community. Because of the problems connected with snow removal and other cleaning of the parking areas and because of other safety and aesthetic reasons, automobiles which do not appear to have been moved within any 72-hour period may be towed away by the Owner at the Residents' expense. In this event, the Owner will give prior notice to the Residents by placing a sticker on the automobile. Automobiles parked in any prohibited areas or which cause any obstruction to traffic may be towed away immediately without notice and at the Residents' expense. The Residents should always notify the Apartment Manager in writing if they intend to leave any of the Residents' automobiles in the parking lots for any extended period of time, such as for vacations or because of illness, so that such automobiles will not be towed, provided they are not parked in a prohibited manner.

**RULES AND REGULATIONS 17.** The Owner has established rules and regulations relating to the use of the Apartment and the Common Areas in the Apartment Community, and the Owner reserves the right to establish other rules and regulations in the future as the Owner may consider necessary for the health, safety, or welfare of the Community, its employees, or tenants, the quiet enjoyment of the other tenants of the Community, or to maintain the physical condition and appearance of the Community to protect the value of the Community and to maintain its aesthetic quality and appearance. When signing this Lease, the Residents have also signed an acknowledgment that they have read and received a copy of the general rules and regulations. The Residents agree to obey all of the rules and regulations that are in effect from time to time and to see that all Other Occupants, and all guests and visitors also observe the rules and regulations. A violation of any of the rules and regulations is a default by the Residents under this Lease, and will permit the Owner to pursue the remedies for default contained in this Lease. The Owner reserves the right to change the rules and regulations at any time to protect the physical health, safety, or peaceful enjoyment of residents and guests or as required by federal, state or local law, rule, or regulation. The Owner also reserves the right to make any other changes in the rules and regulations after the Ending Date as the Owner finds necessary. Changes in the rules and regulations will take effect no earlier than 30 days after written notice to the Residents.

**ASSIGNMENT 18.** The Residents may not assign any part of their interest in this Lease, nor will they sublet the Apartment or allow anyone other than themselves and the Other Occupants to occupy the Apartment, unless they first obtain the written consent of the Owner which the Owner may withhold for any reason whatsoever. Unless the prior written consent of the Owner is obtained, any assignment or subletting of the Lease or the Apartment will be void and completely ineffective, and will be a default allowing the Owner to regain possession of the Apartment. Whether or not the Owner consents to any assignment, the Residents will not be released from any of their obligations under this Lease unless those obligations are waived in writing by the Owner. A consent by the Owner to an assignment or subletting does not include a consent to any further assignment or subletting. This prohibition shall extend to any virtual or online subletting/assignment, and will include a prohibition against variations such as a bed & breakfast.

**UTILITIES 19.** The Residents agree to promptly pay all bills for gas, electricity, cable television, and telephone service supplied to the Apartment from and after the Beginning Date which are indicated in Paragraph 1 to be paid by the Residents. The Owner has the right to temporarily discontinue or cut-off any of the utilities for any repairs deemed necessary by the Owner without responsibility or liability to the Residents. The Owner will not be responsible or liable to the Residents for any loss or damage resulting from the discontinuance in any utility services caused by any strike, fire, storm or other casualty or for any other reason and the Residents' obligation to pay Rent will continue despite any interruption in utility services, unless the interruption is caused by the Owner's negligent performance or failure to perform a duty imposed by law and the Owner is unable to restore service within a reasonable period of time. The Residents understand and agree that a portion of the heat and air conditioning supplied to the Apartment may be diverted to heat the hallways and other Common Areas in the building in which the Apartment is located. The Residents will not be entitled to any reduction or repayment of their rent or other utility charges because of this diversion of heat or air conditioning.

**OWNER'S DUTY TO REPAIR 20.** The Owner agrees to maintain the Apartment in reasonable repair during the term of this Lease so that the Apartment will be fit for the use for which it was intended, provided that the Residents promptly notify the Owner in writing of any condition in the Apartment which is in need of repair. If any repairs are made necessary or become more costly because of the acts, misuse or neglect of the Residents, the Other Occupants or guests or visitors to the Apartment, or because of the failure of the Residents to notify the Owner of any condition in need of repair, then the Residents agree to pay the Owner for the cost of making the repairs.



**ACCESS TO THE APARTMENT** 21. The Residents expressly agree that the Owner, or persons designated by the Owner, will have access to the Apartment at all reasonable hours for the purpose of routinely inspecting the Apartment, showing it to prospective purchasers or residents, or for the purpose of performing any maintenance or for making any repairs or alterations to the Apartment or the building in which the Apartment is located. After either the Owner or the Residents give notice that this Lease will terminate, the Owner may show the Apartment to prospective residents. Owner shall have the right to enter the Apartment without notice in case of an emergency.

**CONSTRUCTION ACTIVITIES** 22. If the Apartment Community is under construction at the Beginning Date, the Residents understand that they may be permitted to move into the Apartment before the construction of the Community is finished. Also, the Residents understand that additional buildings or other facilities or improvements may be constructed during the Residents' occupancy of the Apartment, and that the Owner may develop additional property and add to the size of the Community. Therefore, the Residents understand that these conditions and activities may cause the types of inconveniences normally occurring during construction, such as incomplete or temporary facilities, dirt, dust, mud, noise, and debris, and the Residents will accept these conditions without complaint and will not be entitled to any reduction of Rent because of these conditions.

**RIGHT TO MORTGAGE** 23. The Residents agree that this Lease is and will be subject and subordinate to all present and future mortgages affecting the Apartment Community, and that the rents and leases may have been or may be assigned by the Owner to its mortgage lender as security for the repayment of any mortgages affecting the Community.

**SECURITY DEPOSIT** 24. The Residents have given a Security Deposit to the Owner, which will be kept by the Owner as assurance that the Residents will perform all of their obligations under this Lease. Owner will keep the Security Deposit at: \_\_\_\_\_. If the Residents fail to pay the Rent or any other charges imposed by this Lease, or if the Residents fail to perform any of their other agreements or obligations under this Lease, then the Owner may, at its option, apply the Security Deposit against any rent or other damages suffered by the Owner. The Owner's right to recover possession of the Apartment for non-payment of Rent or for any other reason will not be affected by the fact that the Owner holds the Security Deposit. The Security Deposit, which is the property of the Resident, will be returned to the Residents when they have moved from the Apartment if the Owner does not claim damages or a failure to pay Rent or other charges.

**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 WILL RECEIVE MAIL; OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES WITH PENALTIES ADHERENT TO THAT FAILURE.**

**TRANSFER OF SECURITY DEPOSIT** 25. If the Owner sells, assigns, or conveys its interest in the Lease, the Apartment Community or the Apartment, the Owner will have the right to also transfer the Security Deposit. When the Owner notifies the Residents of the transfer of the Security Deposit, the Owner will be relieved of all liability to the Residents with respect to the Security Deposit and the transferee will be deemed to have assumed the Owner's liability. The Residents agree

**CONVERSION OF COMMUNITY** 26. The Residents agree that the Owner may, at any time, convert the Apartment Community to a condominium or cooperative development. If the Community is converted and the Apartments are to be sold to the public, the Owner may elect to terminate this Lease by giving the Residents at least 120 days prior written notice.

**NOTICE OF INJURIES** 27. In the event that any of the Residents or Other Occupants or any guests and visitors suffer any damage or injury for which they believe that the Owner might be liable, the Residents must notify the Owner within five days of the occurrence of the injury, or as soon after the injury as practicable. The Residents will also complete any reports or provide other information that the Owner reasonably requests. The failure to notify the Owner of any of these injuries or damage will be a breach of this Lease, and the Residents will be responsible to the Owner for any loss which the Owner might suffer arising out of the Residents' failure to notify the Owner, including the Owner's inability to determine the cause or responsibility for the injuries or damage.

**SNOW AND ICE** 28. THE RESIDENTS ACKNOWLEDGE THAT DURING THE WINTER, THE PARKING LOTS, ROADS, SIDEWALKS AND STAIRS IN THE APARTMENT COMMUNITY WILL BE SNOW COVERED AND/OR HAVE ICY PORTIONS FROM TIME TO TIME. THE RESIDENTS ACKNOWLEDGE THAT THE OWNER WILL NOT KEEP THESE AREAS FREE AND CLEAR OF SNOW AND ICE AT CERTAIN TIMES. THE RESIDENTS AGREE THAT THE RESIDENTS HAVE AN OBLIGATION AND RESPONSIBILITY TO WALK AND ACT IN A KNOWING AND PRUDENT MANNER AND NOT UNDER THE INFLUENCE OF ANY SUBSTANCES WHICH MIGHT ADVERSELY AFFECT THEIR ABILITY TO AVOID INJURY. THE RESIDENTS ACKNOWLEDGE THAT SLIPPING, TRIPPING AND/OR FALLING IS A REASONABLY FORESEEABLE RESULT OF LIVING IN MICHIGAN DURING THE WINTER. THE RESIDENTS EXPRESSLY AGREE THAT THE OWNER AND ITS AGENTS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE TO THE RESIDENTS OR THE OTHER OCCUPANTS FOR ANY PERSONAL INJURY, LOSS OR DAMAGE TO PROPERTY, OR FOR ANY OTHER LOSS OR INJURY WHATSOEVER THAT MAY RESULT FROM THE ACTS OR OMISSIONS OF THE OWNER OR ITS AGENTS OR EMPLOYEES IN MAINTAINING SUCH AREAS DURING WINTER PERIODS EXCEPT FOR SUCH INJURY, LOSS OR DAMAGE RESULTING SOLELY FROM THE OWNER'S FAILURE TO PERFORM OR NEGLIGENT PERFORMANCE OF A DUTY IMPOSED BY LAW.

**LIABILITY OF RESIDENTS** 29. The Residents will be responsible for the use of the Apartment and the Common Areas by the Other Occupants, and all guests and visitors to the Apartment, and will be liable to the Owner for any damage, loss or injury incurred by the Owner as a result of the use of the Apartment or the Common Areas by or the conduct or actions in the Apartment Community of the Residents, the Other Occupants and all guests and visitors to the Apartment. The Residents will also be liable to the Owner if the Owner becomes liable to any other person because of the use of the Apartment or the Common Areas or the conduct or actions in the Community of any of the Residents, the Other Occupants or any guests or visitors to the Apartment.

**LIABILITY OF OWNER** 30. Except for the Owner's failure to perform, or negligent performance of a duty imposed by law, the Owner and its agents and employees will not be responsible or liable to the Residents, the Other Occupants or to any guests and visitors for any personal injury, loss or damage to property, or for any other loss or injury whatsoever that may result from the acts or omissions of the Owner, its agents and employees, other residents, guests, visitors or trespassers in the Apartment Community, or from any theft, vandalism, fire, flood, explosion, leaking water, pipes bursting, malfunction of electrical appliances or use of washing machines and dryers, or for any acts of God or for any other acts, causes or reasons not reasonably within the control of the Owner, its agents and employees. Any employee of the Owner, if requested to do any extra service not a part of this Lease (such as moving automobiles, handling furniture, or cleaning and repairing the Residents' property), is the Residents' agent whether or not payment is made for the service. The Residents agree to hold the Owner and other residents harmless from all liability in connection with these extra services.



**INSURANCE AND DAMAGES 31.** In order to help protect the Owner and the Residents against property loss or damage, and in order to help protect the Residents against any liability that they might incur to the Owner, the Residents are required and agree to obtain a policy of "Renters Insurance" from a reputable insurance company. The policy must be a "Homeowner's Contents - Broad Form (Type HO-4) Policy," insuring the Residents against loss or damage for the full replacement cost of all of their property, with improvements and betterments coverage, insuring against loss or damage suffered as the result of any liability that the Residents might incur to the Owner or other residents, and waiving any rights of subrogation which the insurer might have against the Owner. Failure of Resident to obtain and keep Renters Insurance is a violation of this Lease, and Owner will not be responsible for any damages to Tenant. Proof of insurance shall be filed with the Owner prior to the Lease commencement date, and shall be maintained throughout the term of the Lease and any renewal terms. Failure to provide proof of insurance as stated in this paragraph is a material breach of the Lease and grounds for termination. The Owner is not required to monitor Resident's retention of the Renter's Insurance policy, but may check compliance at the commencement of the Lease and at each renewal, if the Lease is renewed. If at any time it is discovered that Resident has failed to maintain adequate insurance, Owner shall obtain and maintain force placed insurance at Resident's expense, the costs of which shall be deemed and collectible as rent.

**DESTRUCTION AND CONDEMNATION 32.** If the Apartment is damaged by fire, storm or other casualty so that the Residents are unable to continue living in the Apartment, or if any part of the Apartment (other than a carport, garage or other accessory property) is taken by any governmental authority, then either the Owner or the Residents may declare this Lease to be at an end as of the last day of the month, and the Residents shall immediately move from the Apartment. If the damage can be repaired within a reasonable time, and if the Residents can still use the Apartment without substantial inconvenience, the Owner shall repair the Apartment as soon as is reasonably practicable, and this Lease shall continue in full force and effect. Any taking of or damage to any of the parking areas or other Common Areas will not release the Residents from any of their obligations under this Lease. All damages for any governmental taking will belong solely to the Owner.

**DEFAULT IN PAYMENT OF RENT OR OTHER CHARGES 33.** The Residents expressly understand and agree that a failure to promptly pay the Rent or any other charges imposed by this Lease is a default in the Residents' obligations. In such event, the Owner will have the right to reenter and regain possession of the Apartment and, upon giving such notice as may be required by law, the Owner will have the right to bring proceedings to evict the Residents and to recover possession of the Apartment, and may recoup all costs and attorney fees incurred in the proceedings. Acceptance of late payments by the Owner will not impair any of the Owner's remedies as set forth in this Lease or as allowed by law.

**OTHER DEFAULT 34.** If the Residents fail to perform any of their promises or obligations under this Lease or the Rules and Regulations, then the Owner will have the right to declare this Lease terminated, and upon giving such notice as may be required by law, the Owner will have the right to evict the Residents and to recover possession of the Apartment. The Owner also will have all of the rights provided by this Paragraph if the Residents have been late in the payment of 3 or more Rent payments or other charges within any 12 month period for which the Owner has served a Notice to Quit and the Residents failed to pay the Rent or other charges within the time period stated in the Notice to Quit. If the Residents willfully or negligently cause a serious and continuing health hazard or cause extensive and continuing physical injury to the premises, or if any of the Residents or any Other Occupant of the Apartment, or any guest or visitor to the Apartment unlawfully manufactures, delivers, possesses with the intent to deliver or otherwise possesses a controlled substance in the Apartment Community, the Owner has the right to declare this Lease immediately terminated and, after such notice as may be required by law, to evict the Residents and recover possession of the Apartment. Any misrepresentations on this Lease or in Application by Residents will be grounds for immediate eviction. If Residents' Lease has been terminated, it is grounds for denial on any subsequent application for leasing or occupancy.

**OWNER'S RIGHTS 35.** Upon the termination of this Lease by the Owner because of a default by the Residents, or upon abandonment of the Apartment by the Residents (abandonment will be deemed to have occurred, without limiting other forms of abandonment, if the Residents fail to occupy the Apartment for five consecutive days while all or any portion of the Rent is unpaid), or upon reentry and recovery of the Apartment by the Owner, the Residents' liability for Rent due and any other damages caused by the Residents will survive the termination of the Lease, and the Residents will continue to be liable for such Rent and damages. In addition, the Owner may declare that all Rents and other charges remaining to be paid during the term of the Lease are then due and payable in full or the Owner may seek to collect the Rent and other charges as they fall due, despite the recovery of the Apartment by the Owner. The Owner's claims for any losses or damages will survive the termination of the Lease or the recovery of the Apartment by the Owner, and the Residents will remain liable for all such losses and damages. If the Owner accelerates the remaining rent and other charges to be paid during the term of the Lease, the Owner will attempt to mitigate damages. If the Owner chooses to collect the Rent and other charges as they fall due, the Owner will seek new residents for the Apartment and will credit to the Residents' account any income resulting from the re-leasing of the Apartment, however, the Residents will not be entitled to any excess income received by the Owner over the amounts owing from the Residents to the Owner. In any of these events, the Owner will also be entitled to a fee for its costs and expenses incurred in preparing and releasing the Apartment and all costs, expenses and actual attorney fees which may be incurred in any action or proceeding against the Residents.



**ENFORCEMENT CHARGES** 36. If the Owner commences an eviction proceeding for nonpayment of rent or other charges, then the Residents will reimburse the Owner for its court costs, attorney's fees and other expenses associated with the action as additional charges which shall be deemed and collectible as additional rent, as well as any fees and other expenses involved in collecting or enforcing any judgment for damages or possession.

**RESIDENT'S DUTY ON MOVING OUT** 37. Upon moving out, the Residents will clean the walls, floors and appliances, remove all their possessions and return the Apartment to the Owner in the condition and in as good condition as it was when the Residents moved in, except for reasonable wear and tear. If the Residents have made any alterations or additions to the Apartment, the Residents will remove the alterations and restore the Apartment to the condition it was in on the Beginning Date (reasonable wear and tear excepted) whether or not the Owner has consented to the making of the alterations, additions or improvements unless the Owner requires such items to be left by the Residents. The Residents will return all of their keys and any ID or gate passes to the Owner on the day that they move from the Apartment. The Owner may charge the Residents Ten Dollars (\$10.00) for each such item that the Residents fail to return. The Residents will be charged for any litter left at the time of moving or damage done to the Apartment which necessitates repairs.

**ABANDONED PROPERTY** 38. If the Residents leave any possessions or property at the Apartment or in the Apartment Community after moving from the Apartment, the property will be deemed abandoned. The Owner assumes no responsibility for abandoned property.

**HOLDING OVER** 39. If the Residents' tenancy continues after the expiration of this Lease with the Owner's consent, then the Tenant shall remain in possession as a tenant on a monthly lease as described in Paragraph 3 and subject to the other terms and conditions of this Lease. The acceptance of any monies by the Owner after the termination date will not extend or renew the term of this Lease and will not waive any other rights of the Owner. Owner may charge Resident a month to month fee that is additional to the rental obligations under this Lease.

**INFORMATION DISCLOSURES** 40. The Residents understand that various credit institutions, mortgage lenders, governmental agencies, landlords and other persons may contact the Owner from time to time to request information regarding this Lease transaction between the Residents and the Owner, and the Residents consent and agree that the Owner may freely disclose any information contained in the Owner's files and records, including the application for tenancy and the opinions of Owner's management, employees and others. The residents hereby release the Owner and its agents and employees from all liability whatsoever related to the release of such information, even if the information released is unfavorable or damaging to the Residents.

**NOTICES** 41. Unless this Lease or any statute calls for a specific method for notices to be delivered, any notice required to be given by this Lease will be considered to be properly delivered if it is sent by first class mail or personally delivered to the party being notified. Notices to the Owner will be sent or delivered to the address shown on the first page of this Lease, unless the Residents are notified of a different address. Notices to the Residents will be sent or delivered to the Apartment unless the Owner is notified of a different address in writing. In addition, the Owner may deliver any notice to the Residents by attaching the notice to any doors or door frames of the Apartment unless the Residents have moved out of the Apartment and notified the Owner of their new address.

**APPLICATION FOR TENANCY** 42. Prior to the signing of this Lease, the Residents signed a Rental Application in which the Residents gave several items of factual data and made other representations to the Owner. The Residents understand that the Owner has relied on those facts and representations as well as other information provided by the Residents to the Owner, and that if any of those facts or representations or other information are false or incorrect, the Residents will be in breach of this Lease and the Owner will have the right to terminate the tenancy and recover possession of the Apartment without the necessity to prove actual or consequential damages and the Residents will continue to be liable for Rent due and any other damages will survive the termination of this Lease as provided in Paragraph 35.

**MODIFICATION** 43. Both the Owner and the Residents understand that the whole agreement between them is expressed in this Lease and any written riders or addenda signed at the same time and the Rules and Regulations and that there are no verbal understandings and agreements. Except where this Lease says that a change may be made by the Owner without the consent of the Resident, this Lease may be changed only by a written agreement signed by both the Residents and the Owner, and any verbal understandings or agreements will not be binding on either the Residents or the Owner. However, the Owner may change this Lease without the consent of the Residents if the change is made after the Ending Date or if the change is required by federal, state or local law or regulations. The Owner will give written notice of the change to the Residents 30 days or more before the change takes effect.



**JOINT AND SEVERAL LIABILITY 44.** Each of the Residents, if there is more than one Resident, shall be fully liable for all Rents and other sums due, and the Owner may look to all or anyone of the Residents for the full satisfaction of any obligation under this Lease, and a judgment against any Resident shall not be a bar to a judgment against any other Resident. A default by anyone or more of the Residents is a breach of the Lease and may result in the termination of the tenancy of all of the Residents, even if all of the Residents were not aware of the default. If any one or more of the Residents is aware of a default or of any circumstances that should be reported to the Owner, then it shall be conclusively presumed that all of the Residents possessed such knowledge or information.

**CRIME-FREE POLICY 45.** Resident, all occupants, guests, and all other individuals under Residents' control shall not engage in any criminal activity at the Apartment Community or at the leased premises. Criminal activity includes but is not limited to, drug related criminal activity through the manufacture, distribution, sale, facilitation, or possession of any controlled substances as defined in the Controlled Substance Act at 21 U.S.C 802. Residents, all occupants, guests and all other individuals under Residents' control shall not engage in illegal acts that include but are not limited to, unlawful discharge of firearms, prostitution, gang activity, intimidation, assault/battery, or any other act which threatens the health, safety and welfare of the Apartment Community and its residents. A single violation of this provision shall be deemed as material noncompliance with this Lease, and constitute good cause for an immediate termination of tenancy. For purposes of cause for termination of tenancy, unless otherwise provided by state law, a criminal conviction by a court is not required for Owner to proceed with the termination. Owner will not be required to allow Resident an opportunity to cure. Residents agree that no smoking, growing, use or manufacture of marijuana is allowed on or in the Apartment Community without the written consent of the Owner. As permitted by Michigan law, this exclusion applies to Medical Marijuana. If Resident(s) fail to comply, this shall be cause for immediate eviction and the costs and fees incurred by Owner as a result of any process in furtherance of eviction shall be responsibility of the Resident(s) and due upon notice, and deemed and collectible as rent.

**INTERPRETATION OF LEASE 46.** It is the intention of the Owner that this Lease be written in a readable form without the use of technical language, except where it is unavoidable. The Residents are, however, encouraged to assure themselves that they understand everything in this Lease, and to seek assistance if they do not.

**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.**

**SEVERABILITY AND CAPTIONS 46.** If any provision contained in this Lease is prohibited by statute or is declared unenforceable as a result of any judicial decision, then that provision will be null and void, and will not be considered a part of this Lease. If any provision in this Lease is invalidated or becomes void, the remainder of the Lease will not be affected and will remain in full force and effect. The captions and numbers have been inserted only as a matter of convenience, and are not a part of this Lease Agreement.

**ELECTRONIC NOTICES 47.** Resident agrees Owner may send Notices, including Demands for Possession Nonpayment of Rent, by email to Resident at the following email address: \_\_\_\_\_ Resident acknowledges that by writing in their email they are consenting to Owner electronically serving the notices, and Owner is hereby relieved of serving the Notices in any other manner as may be prescribed by law.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement on the day, month and year stated at the beginning of this Lease Agreement.

\_\_\_\_\_  
Authorized Signature for Owner

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature

#### ACKNOWLEDGEMENT OF RULES AND REGULATIONS AND COMMENCEMENT INVENTORY CHECKLIST

We acknowledge that we have received a copy of this Lease, the Rules and Regulations for the Apartment Community, a Security Deposit information sheet, and one copy of the Inventory Checklist. We understand that it is our responsibility to return a copy of the Inventory Checklist to the Owner.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Resident's Signature





# RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, vestibules, corridors, and halls must not be obstructed or encumbered or used for any purpose other than ingress to and from the leased premises.
2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Resident on any part of the outside or inside of the leased premises or building.
3. No awnings or other projections shall be attached to or protrude beyond the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in connection with, any window or door of the leased premises, without prior written consent of the landlord.
4. No radio or television aerials or wires shall be erected in or about any part of the premises.
5. The Owner may retain a passkey to the premises. No Resident shall alter lock or install a new lock or a knocker on any door of the leased premises without the written consent of the Owner, or the Owner's agent. In case such consent is given, the Resident shall immediately provide the Owner with an additional key for the use of the owner pursuant to the Owner's right to access to the leased premises.
6. No Resident shall allow anything whatsoever to fall from the windows or doors of the leased premises, nor shall any Resident sweep or throw from the leased premises any dirt or other substance into any of the corridors, halls, light shafts, ventilators or elsewhere in the building.
7. Nothing shall be done in or about the building, which will interfere with the rights, comforts, or convenience of other Residents. No musical instruments, radios, television or phonograph shall be operated in a manner that is disturbing or annoying to other Residents, nor shall any disturbing noise be made at any time.
8. No animal shall be kept in or about the premises without the written consent of the Owner.
9. Windowsills shall be kept free from all personal property.
10. Pouring of grease into sinks, or toilets is forbidden. All grease shall be disposed of with garbage in proper receptacles. Toilets and other equipment shall be used only for the purposes for which they are constructed.
12. The trees, shrubbery, grass, sidewalks, and parking lots are a vital and valuable part of the premises and the Resident shall be liable to assessment for damages for any mutilation or defacing thereof, for which he or she is responsible for, to include any caused by any of Resident's occupants, guests, or invitees
13. Laundry work shall be done only in the rooms provided for such purposes in the leased premises.
14. No equipment may be moved from any part of the building. All equipment must be permanently retained in its original location.
15. All damages to the building caused by the moving or carrying of articles therein shall be paid for by the Resident or the person in charge of such articles.
16. No spikes, hooks or nails shall be driven into the walls or woodwork of the leased premises without the written consent of the Owner. No crating or boxing of furniture or other articles shall be allowed within leased premises.
17. Newspapers, cans and other refuse must be placed in containers provided by the Owner for that purpose and the container lid, if any, must be kept tightly closed at all times. Such containers must be maintained in accordance with applicable governmental regulations.
18. The storage of Kerosene, gasoline or other inflammable or explosive agencies is prohibited.
19. The parking of campers, commercial trucks, boats, recreational vehicles, trailers, and other commercial vehicles by Residents or their guests within the limits of the apartment grounds is strictly prohibited. No car washing shall be done at any time in or about the premises. Motorcycles and any other vehicles disturbing to other Residents, as determined in the sole discretion of the Owner, are expressly prohibited and shall not be brought by Resident, any guests or others upon the leased premises, or adjacent common areas at any time whatsoever. All vehicles must be licensed and in good roadworthy condition, not leaking fluids, and maintained in respectable condition so as not to damage or be a detriment to other Residents or Owner's property. Any towing or removal costs or charges in connection therewith shall be borne by Residents in full, and will be in Owner's sole discretion.
20. No personal property of any kind shall be placed or kept on the lawn, nor shall such areas be used for lounging, playing or any other activities without the consent of the Owner.
21. The rules and regulations governing the use of the swimming pool, and any other amenities, if applicable, shall be at the sole discretion of the Owner. Said rules shall be available at the office of the Owner and it shall be the Resident's sole responsibility to advise him or herself of said rules and abide by them.
22. These rule and regulations may be modified, altered, or revised at any time at the sole discretion of the Owner.
23. Any barbecuing that shall be done must be done in the manner that it cannot cause any damage to the premises whatsoever and must be behind the apartment unit in the appropriate location.
24. No waterbeds shall be installed under any circumstances.
25. The storage of any grills, bikes, personal items, etc. will not be permitted. No items whatsoever will be permitted to be stored in the front, alongside of any building, or common areas of the premises.
26. Absolutely NO SKATEBOARDING is permitted on the premises.
27. No lounging in front of the building units.
28. It is understood that the Resident agrees to comply with all the rules & regulations pertaining to pets or service animals.
29. Resident will be responsible for paying the additional costs on any necessary cleaning or repairing the premises and/or loss of lawn & shrubs resulting directly or indirectly from the pet or service animal.
  - a. Clean up any soil or mess by the pet or service animal immediately.
  - b. Do not allow pet or service animal to make a disturbance or annoy other occupants of the building or surrounding neighborhood.
  - c. Do not allow pet or service animal off a leash unless within the confines of his or her own apartment.
  - d. All pets or service animals must be spayed or neutered and declawed.
  - e. Comply with all City Ordinances regarding pets or service animals.

Resident Signature \_\_\_\_\_

\_\_\_\_\_ Date

Resident Signature \_\_\_\_\_

\_\_\_\_\_ Date

