

RESIDENTIAL RENTAL LEASE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

1. THE LANDLORD/AGENT

Name _____ Telephone _____
Individual or Company
 Street Address _____ City _____ State _____ Zip _____

2. OWNERS NAME _____ City _____ State _____ Zip _____

3. ADDRESS OF RENTAL UNIT _____ City _____ Zip _____
Street No/Name. Apt. No.

4. TERM OF LEASE Fixed Term Beginning _____ Ending _____
Month Day Year Month Day Year

TOTAL RENT FOR FIXED TERM LEASE \$ _____

OR Open Ended Lease Beginning _____
Month Day Year

5. WRITTEN NOTICE -Beyond the ending date of a fixed term lease or in the case of an open-ended lease the lease continues until one rental period advance written notice of termination is given by either party unless a different agreement is entered in writing. The right to possession and the obligation for rent will continue until the date of **written notice of termination**.

6. RENT PAYMENTS \$ _____ per _____ (Weekly/Bi-Monthly/Monthly/etc.) Due _____
 Non-payment of rent or habitual late payment of rent shall be sufficient reason for eviction.

7. PAYMENT LOCATION: _____
Name Address

8. TENANT(S) Occupancy shall be restricted to those tenants named in the lease.

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

9. JOINT AND SEVERAL AGREEMENT - All tenants who sign this lease are jointly and severally responsible for the payment of rent to the landlord and for damages caused to the rental unit (physical damage, unpaid utility bills, and rent in arrears). Failure to meet the terms and conditions of the contract by one or more of the tenant(s) shall be considered a failure of all tenant(s) to meet the terms and conditions of the contract, and shall make all equally responsible.

10. SECURITY DEPOSIT-Michigan Public Act 348 Total Deposit \$ _____ (Not to exceed 1 1/2 month's rent)
 The Security Deposit will be deposited at _____

Financial Institution Name/Address

11. FORWARDING ADDRESS - Michigan Public Act 348

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

12. SERVICES

	Provided by Landlord	Provided by Tenant
a. Electricity		
b. Gas		
c. Oil		
d. Water & Sewer		
e. Telephone		
f. Garbage Pick-Up		
g. Transporting garbage to curbside		
h. Laundry Facilities		
i. Snow Removal, Driveway/Parking Area		
j. Snow Removal, Steps/Walks/Porches		
k. Lawn Care		
l. Light Bulb Replacements		
m. Smoke Detector Replacement Batteries		

13. PARKING

Spaces Provided by Landlord for tenant(s) _____
 Guest spaces, if any _____

14. FURNISHINGS

See Inventory Checklist for itemized list of furnishings.

15. ADDITIONAL TENANCY CONDITIONS

I HAVE READ AND AGREE TO THE TERMS & CONDITIONS ON BOTH SIDES OF THIS RENTAL AGREEMENT

16. TENANTS' SIGNATURES

- | | |
|---------------------------------|---------------------------------|
| 1. _____
<small>Date</small> | 4. _____
<small>Date</small> |
| 2. _____
<small>Date</small> | 5. _____
<small>Date</small> |
| 3. _____
<small>Date</small> | 6. _____
<small>Date</small> |

17. LANDLORD SIGNATURE _____ Date _____

Violation of a clause may be reason for eviction.

18. INVENTORY CHECKLIST - Michigan Public Act 348

The landlord shall make use of an inventory checklist at the beginning and ending of occupancy for each rental unit. The tenant(s) is entitled to receive a copy of the last ending inventory checklist which shows what claims were chargeable to prior tenant(s). The tenant(s) shall note the condition of the unit and the furnishings and return a copy to the landlord within seven (7) days after receiving possession.

19. NOTICE OF DAMAGES - Michigan Public Act 348

In case of damage to the rental unit attributable to the tenant(s) or other obligations against the deposit, the landlord shall mail to the tenant(s) within 30 days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The tenant(s) must respond to the landlord's claim within 7 days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, the landlord may commence action in court within 45 days after termination of occupancy. The landlord shall not be entitled to retain any portion of a security deposit for damages claimed unless he/she has first obtained a money judgement for the disputed amount.

20. NON-OCCUPANCY BY TENANT(S)

If the tenant(s) decides not to take occupancy all tenant(s) who have signed the lease must provide written notice to landlord of intent not to occupy. Tenant(s) will remain obligated under the lease and are potentially liable for all rent through the term of the Lease or until the unit can be released. Landlord has a duty to mitigate damages and will make all customary and reasonable efforts to re-lease unit to another qualified party. Either party has the right to have a court determine the actual amount owed.

21. DELAYED OCCUPANCY NOT ATTRIBUTABLE TO TENANT(S)

If the landlord cannot deliver possession of the premises or if it is deemed unfit for human habitation, as defined in sec 17-2 of the City of Kalamazoo Housing code on the date the lease is to commence, then the tenant(s) may reject the tenancy. Section 17-2 City of Kalamazoo Housing code defines a premises unfit for human habitation as "any dwelling or dwelling unit which, because of its condition or the condition of the lot upon which the dwelling or dwelling unit stands or any accessory structure thereof is dangerous to life, safety, or the general welfare of the occupants or of the public." All money previously paid to the landlord shall be refunded. Tenant(s) reserves the right to show actual damages caused by landlord's non-performance.

22. NOISE/INTOXICANTS/PARTIES/ORDINANCES

Tenant(s) shall not conduct itself or permit any activity to take place at the rental unit that violates any federal, state, or local laws. This includes violation of local noise and housing ordinances. Tenants are responsible for the actions of their guests. Any of the following will be grounds for eviction: (a) tenant is convicted of a violation of any noise or nuisance ordinance, (b) conduct of tenants or guests results in a judicial finding against the landlord, (c) as a result of the conduct of tenants or guests, the property receives a "nuisance party" designation under local ordinances.

23. NON-RESIDENTIAL USE

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

24. ALTERING PREMISES

The tenant(s) will not alter premises or landlord supplied furnishings in any way without prior written consent of the landlord. Thus, tenant(s) agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items on wall or move in water furniture.

25. COVENANT OF FITNESS - M.C.L.A. 554.139

Under Michigan law, a landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to promptly notify the landlord of maintenance problems that require attention, and to leave the premises in good condition (normal wear and tear expected).

26. REPAIRS AND MAINTENANCE - MINIMUM STANDARDS

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

27. RIGHT TO PRIVACY

The tenant(s) agrees to let the landlord enter unit within twenty-four hours of a request to repair, inspect, or show the unit. Failure by the tenant(s) to agree to a prearranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. If the landlord enters without a prearranged time, a written statement that there was entry and reason for it must be left for the tenant(s).

28. ABANDONMENT OF PERSONAL PROPERTY

Personal property left by vacating tenant(s) and not claimed within 30 days of end of tenancy will be considered abandoned. Landlord will make a diligent effort to contact tenant(s) before disposing of any property. Tenant(s) agrees to reimburse landlord for reasonable storage charges upon receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.

29. SUBLETTING/ASSIGNMENT

The tenant(s) will not sublet or assign the premises without the written consent of the landlord.

30. PETS OR ANIMALS

No pets or animals of any kind will be permitted on premises without the written consent of the landlord.

31. PESTS/RODENTS/FLEAS

Whenever infestation of insects, rodents or other pests exist in two or more of the dwelling units in any building or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the landlord. Tenant(s) of single unit private dwellings shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he occupies. Tenant's responsibility for extermination shall begin thirty days after occupancy commences, providing the unit is free of infestation upon occupancy.

32. KEYS

The landlord will provide one key per lock to each tenant. Non-returned keys will be deducted from damage deposit at the rate of \$5 per key.

33. LATE FEES

If rent is paid later than the 5th day after the due date, tenant(s) will be held liable for a \$30.00 late fee.

34. NON-SUFFICIENT FUNDS (NSF) CHECKS

NSF checks will be held liable for \$25.00 per occurrence. Rent will be deemed paid when good funds are received.

35. SALE OF PREMISES - Michigan Public Act 348-Sec. 14

The landlord shall be liable for the security deposit until transfer of the deposit to the new owner and written notification to the tenant(s) by ordinary mail of the transfer and of the new owner's name and address.

36. LEASE ALTERATIONS

Any alterations to this agreement shall be in writing and signed by landlord and all tenant(s). Lease alterations must not violate local, state or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in Renting).

37. TERMINATION OF LEASE

If tenant(s) fails to meet the terms of this lease, landlord may elect to terminate the lease, reenter, and take possession of the premises, only in accordance with the statutes of the State of Michigan, and only after providing written notice to the tenant(s). Landlords shall re-enter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by tenant(s) and shall not re-enter by means of force, lockout, or termination of essential services. In the event of recovery of the premises by the landlord, the landlord shall use his best efforts to re-rent the premises on reasonable terms. Tenant(s) agrees to pay landlord any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of this lease.

38. CONFLICT RESOLUTION SERVICE

A conflict resolution service is provided by the Office of Community Living at Western Michigan University for disputes, involving Western Michigan University students, that cannot be resolved between landlord and tenant(s).