

## RESIDENTIAL LEASE

**Robert Barnes** (hereafter Landlord) rents **(property name)** to **(Tenant(s) names)** (hereafter Tenants) and Tenants will pay reasonable rent for the premises.

### COVENANTS

1. **DESCRIPTION AND CONDITION.** Landlord rents to Tenant the dwelling located at **(property name)** (the Premises), which includes N/A parking space. Tenants have received a move-in inventory checklist. The Premises are conclusively presumed to be in good condition at move-in, unless Tenants specify objections on that list and return a completed copy of it to Landlord within seven (7) days after receiving the list. **The move-in inventory checklist is not a request for repairs.**
2. **TERM AND POSSESSION.** This lease begins on **[Lease begin date]** and runs through **[Lease end date]**. Possession will not be provided until the first month's rent, Security Deposit, and preparation fee are paid. If the Premises are not ready on the date this lease commences, the sole damage for which Landlord shall be liable to Tenants is the full abatement of Tenants' prorated rent from the date this lease commences to the date the Premises are ready for occupancy, which date is at Landlord's exclusive determination. If none of the Tenants takes possession on the day it is to be provided, and if Tenants have not given Landlord written notice that they will take possession on a later day, Landlord may presume conclusively that Tenants have abandoned the Premises and re-rent them.
3. **RENT.** Tenants shall pay Landlord total rent for the term of **[\$[Total rent for lease term]** Landlord may require installments to be paid with certified funds or money orders and in a single payment. Rent shall be paid thereafter in equal monthly installments of **[\$[Monthly rent]** due on the **Due Date** of each month, beginning with the second month (first month collected before move-in). Rent is paid only when actually received by Landlord.
4. **PLACE OF PAYMENT AND NOTICES.** Notices to Tenants shall be delivered or sent to the Premises. Payment of rent or other charge due from Tenants and notices to Landlord shall be delivered or sent to **520 W. Cross St., Ypsilanti, MI 48197.** Notices required by this lease or by law shall be in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States mailbox.
5. **APPLICATION OF MONEY FROM TENANTS.** Money received by Landlord from Tenants or in their behalf shall be applied to Tenants' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; sixth to rent. Restrictive endorsements on a check or statements in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.
6. **DEFAULT AND REMEDIES.** Tenants' noncompliance with any covenant of this lease is a default. If Tenants default, Landlord may have all remedies legally permitted, including termination of this tenancy. On 24 hour written notice, Landlord also may terminate this tenancy if tenant, a member of tenant's household, or other person under tenant's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the leased premises. Tenants shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages

caused by their default, including costs of re-renting the Premises and all rent for the remainder of the term and succeeding terms that Landlord does not collect through mitigation. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenants' Premises. From the date of execution, time is of the essence of this lease. If Landlord terminates this tenancy, it may cancel, by written notice, any renewal, lease extension, or lease for a future term that Landlord and Tenants have executed.

7. **UTILITIES.** Tenants shall put utilities for the Premises into their names, maintain uninterrupted service throughout the Term, and timely pay all utility bills, including Utilities. Tenants shall pay any penalties imposed by utility providers because of late payment of original bills. No satellite dishes or laundry equipment allowed installed in apartments.

8. **LATE FEES AND DISHONORED CHECKS.** Rent must be paid by 5:00pm on the 3<sup>rd</sup> day to avoid a late fee. Tenants shall pay a late fee to Landlord of **[30.00]** for rent that is received after **[3]** days late, and Tenants shall pay an additional late fee of **[\$30.00]** for rent that is **[15]** days late or more. Partial payment of a month's rent does not abate late fees. In addition to late fees, Tenants shall owe Landlord **[\$25.00]** for any check to Landlord that is dishonored.

9. **CHRONIC LATE PAYMENT OF RENT.** Rent is due on the first of each month, and notwithstanding Paragraph 8, Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions during this lease.

10. **SECURITY DEPOSIT.** Tenants shall pay a security deposit of **[\$Security deposit]** which shall be returned in one check, payable to all Tenants, or may be returned entirely to one Tenant if all other Tenants have so authorized Landlord in writing. Security Deposit Act communications shall be addressed to Landlord at the address in paragraph 4. Tenants may not elect to use the deposit for rent.

The name and address of the financial institution where your deposit will be held is:

**Citizens Bank, 3075 Washtenaw, Ypsilanti, MI 48197.**

11. **NONREFUNDABLE PREPARATION FEE.** Tenants shall pay a nonrefundable Preparation Fee of **[\$Preparation fee]** before receiving possession.

12. **KEYS.** Landlord may retain a key to the Premises throughout the lease. Tenants shall not change the locks without Landlord's prior written consent, and Tenants shall immediately provide Landlord with a key to any new lock if the locks are changed. Landlord may charge Tenants a reasonable amount for replacing lost keys and for assisting Tenants in gaining entry to the Premises.

13. **ENTRY BY LANDLORD.** Landlord or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the building, and to show the Premises for sale or lease. Except during an actual or apparent emergency, all entries shall be made during reasonable hours; and Landlord shall make reasonable efforts to inform Tenants of its intention to enter and shall attempt to establish a mutually acceptable time.

14. **MAINTENANCE.** Landlord is not liable for failure to repair until Tenants have notified Landlord of the need for repair in writing and a reasonable time to make the repair has passed thereafter. Tenants shall use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. Tenants also shall maintain the Premises in a neat and orderly manner. Tenants will observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates. Tenants shall pay for the repair of all damage to the Premises and structure of which they are a part, including fire and flood damage, caused by Tenants, their guests or

invitees; they shall reimburse Landlord for all permit, inspection, and certification costs it incurs because of their noncompliance with this lease or applicable laws; and they shall reimburse Landlord for all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Nothing in this clause shall waive or lessen Landlord's obligation to maintain and repair the Premises under Michigan law, but Landlord is not liable for any loss that accrues to Tenants because of Landlord's actions in reasonably fulfilling its obligations hereunder.

15. **HOLD HARMLESS.** Tenants agree for themselves, their heirs, and personal representatives, to hold Landlord harmless from all damages, loss, including lost rents, or liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them.

16. **INSURANCE.** Landlord and its agents are not responsible for theft of personal property of Tenants, their guests or invitees; or for damage, loss, or destruction of personal property of Tenants, their guests or invitees, from any cause, including acts or omissions of third parties, unless caused by Landlord's failure to perform or negligent performance of a duty imposed by law.

17. **ALTERATIONS.** Alterations to the Premises without Landlord's prior written consent are prohibited. Landlord is not liable to reimburse Tenants for any alteration, unless agreed in writing. Alterations are the property of Landlord. Upon lease expiration or earlier termination, however, Landlord may designate, in writing, alterations it wishes to have removed, and Tenants, at their expense, shall remove them promptly and repair any damage caused thereby.

18. **RETURN OF PREMISES.** Tenants shall return the Premises at the expiration of the term (or earlier termination) in as good a condition as when received, reasonable wear and tear exempt. Early surrender of the Premises, including surrender accepted in writing, shall not extinguish any of Tenants' obligations to perform under this lease, including payment of all rent reserved.

19. **AMENDMENT.** This lease may be amended in writing only, signed by all parties.

20. **CAPTIONS.** Paragraph captions are solely to assist with identification. They are of no legal significance.

21. **WAIVER.** Failure by Landlord to enforce a provision of this lease on one (1) or more occasions, is not a continuing waiver of Landlord's right to enforce the provision.

22. **SEVERABILITY.** A court ruling that a clause of this lease is invalid or the parties' written agreement that they no longer shall observe one or more lease provisions, shall not invalidate any other clauses of this lease.

23. **PETS.** Upon permission, one cat is allowed at a fee of \$20.00 a month.

24. **SUCCESSORS BOUND.** The heirs, successors, assigns, and representatives of Landlord and Tenants shall be bound by the covenants of this lease.

25. **USE AND QUIET ENJOYMENT.** Tenants shall comply with all applicable laws and ordinances; use the Premises for residential purposes only; and refrain from all conduct that unreasonably disturbs each other, other Tenants or neighbors of the building. No business of any sort shall be located in or conducted from the Premises. Tenants shall be entitled to the quiet enjoyment of the Premises throughout this lease so long as they comply with its covenants.

26. **JOINT AND SEVERAL LIABILITY.** When there is more than one Tenant on the lease, each tenant is jointly and severally liable for its full performance.

27. **UNTENANTABILITY.** If the Premises become wholly untenable because of fire or other casualty, Landlord may cancel this lease by notifying Tenants in writing, and Tenants shall surrender the Premises to Landlord. If for the same reasons the Premises become partially untenable, or wholly untenable without Landlord canceling the

lease, Landlord shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are untenantable, unless the untenability is caused by negligence or intentional misconduct of Tenants, their guests or invitees, in which case rent shall not abate. If 50% or more of the Premises are untenantable, the Premises are "wholly untenantable".

28. **ASSIGNMENT, SUBLETTING, AND OCCUPANCY.** Tenants shall not assign this lease or sublet the Premises, or any part thereof, without prior written permission of Landlord, which shall not be denied unreasonably. Only those listed herein as Tenants/occupants may occupy the Premises. Landlord may evaluate proposed assignees and subtenants as it would evaluate prospective Tenants, including whether they are acceptable to remaining prime Tenants.

29. **ABANDONMENT.** If during this lease, Landlord believes in good faith that Tenants have abandoned the Premises and current rent is unpaid, Landlord may re-enter the Premises and remove the remaining possessions of Tenants without liability therefore. Abandonment is conclusively presumed if rent is unpaid for fifteen days following the due date and (1) a substantial portion of Tenants' possessions have been removed or (2) acquaintances of Tenants or other reliable sources indicate to Landlord that Tenants have left without intending to re-occupy the Premises. If Tenants abandon or surrender the Premises at anytime and leave personal property there, Landlord may dispose of it however Landlord chooses, and Tenants shall reimburse Landlord for all costs incurred in that regard.

30. **HOLDING OVER.** Tenants shall vacate the Premises on or before the expiration date of the lease. If Tenants retain possession thereafter without Landlord's written permission, Landlord has thirty (30) days from the last day of the lease to sue Tenants for possession under section 5714(1)(C)(2) of the Michigan Summary Proceedings Act (Holding over after lease expires). If suit is not begun within that time, the tenancy shall continue on a month to month basis from the date the lease expires, and all other covenants of the lease shall remain in full force and effect. Rent, however, shall increase by twenty percent (20%), beginning on the first day after lease expiration, regardless of whether suit is brought. Acceptance of money by Landlord from Tenants during the thirty (30) days following expiration of the lease does not waive Landlord's right to seek possession as described in this paragraph, and Tenants shall compensate Landlord for all damages caused by their unauthorized holdover.

31. **ENTIRE AGREEMENT.** This lease is the Parties' entire agreement, and they enter it voluntarily. There are no other agreements that are part of this lease unless specifically enumerated herein. Tenants' application to lease is incorporated herein, and Tenants covenant that the information supplied in that application was and continues to be accurate. During this lease and thereafter, Landlord or its agents (including a collection agency) may obtain Tenant's credit report, which Landlord or its agent may use in attempting to collect unpaid rent, late fees, or other charges from Tenant.

32. **DISCLOSURES.** This lease includes the attached disclosures.

#### **MICHIGAN TRUTH IN RENTING ACT NOTICE**

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.

**MICHIGAN SECURITY DEPOSIT ACT NOTICE**

TO TENANT: 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 AND THE PENALTIES ADHERENT TO THAT FAILURE.

**NOTICE OF RIGHT TO PRIVACY IN YPSILANTI RENTAL PROPERTY**

YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW PERMITS THE LANDLORD TO ENTRY ONLY IF THE LANDLORD HAS:

(1) PROVIDED 3-DAYS (72 HOURS) WRITTEN NOTICE UNLESS THE BUILDING IS FOR SALE OR THE LEASE TERM IS IN ITS FINAL THREE MONTHS, IN WHICH CASE 24 HOURS WRITTEN NOTICE, OR;

(2) GAINED YOUR PERMISSION AS REQUIRED BY CITY LAW A LANDLORD MAY ONLY ENTER WITHOUT NOTICE TO RESPOND TO AN EXTREME CONDITION

I (WE) HAVE READ AND DO ACKNOWLEDGE THAT THE RULES AND REGULATIONS ARE PART OF THE LEASE HEREOF AND ANY VIOLATIONS OF SAID RULES AND REGULATIONS CONSTITUTE A BREACH OF THIS LEASE AGREEMENT. I (WE) ACKNOWLEDGE THAT SAID LEASE CONSISTS OF 9 PAGES.

Dated: \_\_\_\_\_  
Robert Barnes, Owner

Dated: \_\_\_\_\_  
, Tenant

Dated: \_\_\_\_\_  
, Tenant

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

### Lead Warning Statement

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

### Lessor's Disclosure (initial)

\_\_\_ (A) Presence of lead-based paint or lead-based paint hazards [**check (i) or (ii) below**]:

\_\_\_ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing [**explain**].

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

\_\_\_ (B) Records and reports available to the lessor [**check (i) or (ii) below**]:

\_\_\_ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing [**list documents below**].

\_\_\_ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

### Agent's Acknowledgment (initial)

\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of [**his / her**] responsibility to ensure compliance.

### Certification of Accuracy

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

### **Rules & Regulations**

1. **Conduct:** Respect the rights of other residents, keeping the noise level at a minimum, especially between the hours of 11:00 p.m. to 8:00 a.m.
2. **Pets:** The Lessee or Lessee's guests shall not harbor, keep or bring into the demised premises or building, dogs, cats or other animals. The Lessor, as a result of Lessee's violation of this rule, shall declare this agreement null and void, and order Lessee to vacate in thirty (30) days
3. **Parking:** The Lessee shall be allowed to park -n/a- vehicle in the designated lot. The Lessor does not guarantee the availability of parking for Lessee or Lessee's guests. Lessee shall not park Lessee's vehicle or allow any member of Lessee's household or any guest to park in restricted areas or driveways. Two and four wheel motorized vehicles only are permitted. Trucks and boat trailers are expressly prohibited. The parking areas are intended for parking only; storage of vehicles or disuse of them is prohibited and can result in the Lessor towing vehicles away with Lessee paying for charges associated therewith.
4. **Auto Repairs:** Lessee shall not make auto repairs on said premises; no dumping of oil, gas and/or other hazardous waste on premises.
5. **Signs:** The Lessee shall not inscribe nor affix any signs, advertisements or notices on any part of the outside or inside of the buildings or demised premises except with the written consent of the Lessor.
6. **Lockouts:** Free during working hours and a Forty Dollar (\$40.00) charge after working hour's payable upon occurrence.
7. **Locks:** Lessee shall not alter or change entry locks in any way nor add new locks to the premises. If lock must be changed for loss or non-return of keys or any other reason, there will be a forty dollar (\$40.00) charge per lock to the Lessee payable to the Lessor.
8. **After Hours Service Charge:** There is a Forty Dollar (\$40.00) service charge for after hour emergency calls that are not deemed emergencies by Barnes & Barnes Management. Examples of this are: plugged toilets, clogged drains, cold calls when heat is registered above 68 degrees, and other problems directly caused by tenants' negligence, intentional acts or oversights.
9. **Plumbing and Disposals:** With disposals as well as the general plumbing, it is the Lessee's responsibility to only put appropriate items into them or Lessee will be charged the cost of repair. Items not appropriate include, but are not limited to, sanitary napkins, tampons, diapers, rubbish, rags, sweepings, coffee grounds, corn cobs, etc.
10. **Water:** The use of any water-filled articles of furniture, including beds, is strictly prohibited.
11. **Exterior of Premises:** Lessee must keep external premises free of garbage and debris. Neither personal items nor construction materials' shall be stored on the premises. Lessees are not responsible for weed/feed & leaf removal for lawn, driveway & porch/deck.
12. **Flammables:** The Lessee shall not use or keep flammable or explosive materials, including but not limited to candles, incense, halogen lamps in the demised premises, furnace and utility closets, storage lockers or storage rooms, nor use any method of heating other than that supplied by Lessor.
13. **Personal Property:** The Lessor shall have the right, without further notice, to sell or otherwise dispose of any personal property left in the demised premises or storage locker by the Lessee after said Lessee vacates the demised premises.
14. **Lawn Mowing and Snow Removal:** Lessee shall not be responsible for lawn mowing. Lessee shall be responsible for the removal of snow and ice from walkways and porch adjoining the premises depending on specified agreement.
15. **Other Provisions:** Tenants agree to clean apartment at move out, including, but not limited to: stove, oven, refrigerator & bathroom, and not leave any personal items in apartment. Tenants agree to: (1)Place all garbage in plastic bags, properly tied and disposed of in dumpster or garbage cans; (2)Not store/ place garbage or any other personal items on porch/ patio/hallway. (3) Keep laundry room clean and promptly remove clothes from machine- Barnes & Barnes is not responsible for lost, damaged or stolen clothes. When applicable, keep laundry room door locked.
16. **Painting:** There is no painting of any type allowed in apartment unless Lessee gets written consent from Lessor.
17. **Occupancy:** Occupancy in the apartment shall not exceed (2) persons at any time during tenancy.
18. **Lease Change Fee:** If this lease must be changed for any reason after signing, there will be a \$50 lease change fee that must be paid prior to lease change.
19. **Air Conditioner Use:** It is understood that Barnes Management reserves the right to refuse permission to use air conditioners in our apartment

Initials \_\_\_\_\_ Initials \_\_\_\_\_

## Pet Agreement

We, Tenants names do not have any pets. It is understood that no dogs are allowed. If a pet is acquired during anytime in our lease period, it is realized that we will notify the landlord immediately and we will be held to the statements below. A retroactive fee of \$20.00 a month will be applied if a pet is found living in our apartment without Barnes & Barnes Management knowledge. If a dog is found in our apartment, we understand that we will be charged \$10.00 for every day the dog is in the apartment. This includes dogs that are “just visiting”.

### Addendum to Lease Agreement

This agreement is attached to and forms part of the Rental Agreement dated between Barnes & Barnes management and () residents of (). Resident’s desire to keep a pet(s) described as a () in the dwelling they occupy under the Rental Agreement referred to above, and because this agreement specifically prohibits keeping pets without the Landlord’s permission.

Residents agree to the following terms and conditions in exchange for this permission:

1. It is understood that no dogs are allowed. If a dog is found in our apartment, we understand that we will be charged \$10.00 for every day the dog is in the apartment. This includes dogs that are “just visiting”. The maximum number of cats shall never exceed two.
2. Residents agree to keep their pet(s) under control at all times.
3. Residents agree to keep their pet(s) restrained and tethered when it is outside their dwelling.
4. Residents agree not to leave their pet(s) unattended for any unreasonable periods.
5. Residents agree to dispose of their pet’s droppings promptly.
6. Residents agree not to leave food or water for their pet(s) (or any other animals) outside their dwelling.
7. Residents agree to keep their pet(s) from causing any annoyance or discomfort to others and will remedy immediately any complaints made through Barnes & Barnes.
8. Residents agree to pay immediately for any damage, loss or expense caused by their pet(s)
9. Residents agree to pay \$20.00 per month per cat. This fee is retroactive from beginning of the lease if a cat is found living in the apartment without Barnes & Barnes previous knowledge.
10. Residents agree that the Landlord reserves the right to revoke permission to keep pet(s) should Resident(s) break this agreement.

\_\_\_\_\_  
, Tenant

\_\_\_\_\_  
, Tenant



### **Air Conditioner Agreement**

It is understood that Barnes & Barnes Management reserves the right to refuse permission to use air conditioners in our apartment at any time during our lease. It is understood that if we decide to use an air conditioner during our lease term, we agree the air conditioner unit will be removed from the window no later than September 30th or when requested by Barnes & Barnes Management, depending on whichever comes first. It is understood that if the air conditioner is not removed at this time, Barnes & Barnes Management reserves the right to charge a daily fee of \$10.00 until the air conditioner is removed. If Barnes & Barnes Management pays the electric bill for our unit, we agree to pay a monthly fee of \$30.00 for the months the air conditioner is used (May-October).

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, Tenant

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, Tenant

SAMPLE