



Short South Management + Development
PO Box 7784
Grand Rapids, MI 49510
(231) 638-0287
Fax: (800) 968-9452
www.shortsouth.com

Lease Agreement

This Lease Agreement made and entered into this _____ day of _____, _____ between Short South Management + Development, its agents, successors, and/or assigns, hereinafter referred to as "LANDLORD", and:

Full Name	
Permanent Address	
Drivers License Number	
Social Security Number	
Email Address	
Mobile Phone Number	
Date of Birth	

Full Name	
Permanent Address	
Drivers License Number	
Social Security Number	
Email Address	
Mobile Phone Number	
Date of Birth	

Full Name	
Permanent Address	
Drivers License Number	
Social Security Number	
Email Address	
Mobile Phone Number	
Date of Birth	

Full Name	
Permanent Address	
Drivers License Number	
Social Security Number	
Email Address	
Mobile Phone Number	
Date of Birth	

Full Name	
Permanent Address	
Drivers License Number	
Social Security Number	
Email Address	
Mobile Phone Number	
Date of Birth	

hereinafter referred to, collectively or individually, as "TENANT".

1. **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.

2. **LEASED PREMISES:** LANDLORD, in consideration of the covenants and agreements hereinafter mentioned, has leased to TENANT the premises at:

Address: _____

City: _____ State: _____ Zip Code: _____

3. **PERIODIC TENANCY:** This Lease Agreement shall continue on a month-to-month basis commencing on _____ (the "Commencement Date") and continuing until either LANDLORD or TENANT gives 30 days notice that the lease shall terminate. Notice to terminate shall be in writing. The TENANT'S right to possession and the LANDLORD'S right to rent payments shall continue until proper notice of termination.

4. **RENT AMOUNT:** TENANT agrees to pay LANDLORD monthly rent of \$_____ beginning on the Commencement Date and continuing on the 1st day of each succeeding month. If the Commencement Date is not on the 1st day of a month, the first months rent shall be prorated to \$_____.

5. **RENT PAYMENT LOCATION:** Rental payments shall be made by: (1) check or money order payable to Short South Management + Development and mailed to PO Box 7784, Grand Rapids, MI 49510; or (2) credit card or echeck at www.shortsouth.com. There is an additional fee for making payments online. The terms of use for online payments are available in the online Tenant Portal. LANDLORD will apply a \$35.00 fee to all returned checks or otherwise rejected payments.

6. **SECURITY DEPOSIT:** TENANT hereby makes a security deposit in the amount of \$_____ against damages done to the premises or other debts or obligations owing to LANDLORD. Security deposit, less all deductions permitted by law, shall be returned to TENANT within 30 days of any lawful termination of this lease. Michigan Law provides that:

NOTICE: 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.

Security deposits are deposited in a regulated financial institution. The name and address of this institution is: Fifth Third Bank, 123 Drake Rd, Kalamazoo, MI 49009.

7. **WRITTEN COMMUNICATIONS:** The address for receipt of all communications to LANDLORD is: Short South Management + Development, PO Box 7784, Grand Rapids, MI 49510.

8. **OCCUPANCY:** Only the TENANTS who sign this Lease Agreement may reside at the premises. Should the occupancy exceed those who signed the Lease Agreement, the LANDLORD may terminate or assess additional rent of \$100/month for each additional person occupying the premises. Occupancy must not exceed the number mandated by local ordinance.

9. **UTILITIES TO BE FURNISHED BY LANDLORD AND OBLIGATIONS OF TENANT:**

	LANDLORD	TENANT
GAS		
ELECTRIC		
TELEVISION		
TELEPHONE		
INTERNET		
TRASH REMOVAL		
LAWN CARE		
WASHER & DRYER		
SNOW REMOVAL		
PARKING		
CITY AND STATE FINES		

10. **LATE FEE:** Rent not received by LANDLORD by 4:00 pm on the 3rd day of each month is late. LANDLORD will impose a \$45.00 fee for all late payments made by TENANT. This late fee is a liquidated amount representing LANDLORD'S damages on account of the late payment of rent.

11. **NON-REFUNDABLE CLEANING FEE:** Each TENANT residing in the premises must pay a \$75.00 cleaning fee; this cleaning fee is due on or before the Commencement Date. TENANT understands that this fee is not refundable. TENANT understands that this cleaning fee does not relieve TENANT from the obligation of leaving the apartment in like condition as when it was first rented.

12. **JOINT AND SEVERAL AGREEMENT:** Each TENANT is jointly and severally responsible for the total rent and all covenants and conditions of this Lease Agreement. This means that each TENANT who signs this Lease Agreement is responsible not only for his or her individual obligations but also for the obligations of all other TENANTS. This includes paying rent, physical damage, unpaid utility bills, rent in arrears, and performing all other terms of this Lease Agreement. Failure to meet the terms and conditions of this Lease Agreement or any law shall be considered a failure of all TENANTS and shall make all equally responsible. A judgment entered against one or more TENANT does not bar an action against the others.

13. **DELAY IN OR IMPOSSIBILITY OF DELIVERY OF POSSESSION:** LANDLORD shall have 7 days delay in which to give possession of the premises. If, for any reason, LANDLORD cannot deliver possession to TENANT there shall be no liability on LANDLORD and this Lease Agreement shall be void.

14. **ASSIGNMENT OR SUB-LETTING:** TENANT shall not assign this Lease Agreement or sublet the premises without the prior written consent of LANDLORD. The original TENANT agrees to pay the LANDLORD any difference in rent between the rents agreed upon in the assignment or sublet and the balance due on the original Lease Agreement. This difference is to be paid in full to the LANDLORD prior to occupancy by the sublessor or assignee.

15. **ENTRY TO SHOW PROSPECTIVE RENTERS OR FOR INSPECTION, REPAIRS, OR ALTERATIONS:** LANDLORD shall have the right to enter the premises for inspection at all reasonable hours upon reasonable notice to show prospective renters the premises or for inspection, repairs, or alterations. In emergency situations, LANDLORD is not required to give TENANT notice.

16. **DESTRUCTION OF PREMISES OR EMINENT DOMAIN:** In the event the premises are destroyed or rendered uninhabitable or taken by eminent domain, this Lease Agreement shall be at an end at such time except for the purpose of enforcing rights that may have then accrued hereunder.

17. **USE OF THE PREMISES:** TENANT shall use the premises for private residential purposes only. TENANT must **NOT** do any of the following, or allow someone else to do any of the following, all of which are a breach of this Lease Agreement and a cause for termination:

- (a) Harass, annoy, or endanger any other TENANT or neighbor, or their guests, or create any excessive noise or nuisance;
- (b) Do anything to the structure or its surroundings that may be hazardous or that will cause LANDLORD'S insurance to be cancelled or premiums to increase;
- (c) Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises;

- (d) Deface or damage, or allow another to deface or damage, any part of the premises;
- (e) Change the locks or install any additional locks or bolts without LANDLORD'S written consent;
- (f) Place a waterbed or other heavy article on the premises without LANDLORD'S written consent;
- (g) Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes;
- (h) Install any antenna, satellite, or affixed entertainment system without LANDLORD'S written consent;
- (i) Allow the premises to become unclean or unsanitary;
- (j) Fail to comply with all laws, including illegal drug activity or the use of alcohol by minors;
- (k) Carry on any business whatsoever on the premises;
- (l) Install a window air conditioner; or
- (m) Smoke or allow smoking in the premises.

18. **USE OF SECURITY DEPOSIT:** The security deposit is retained by the LANDLORD as a guarantee that TENANT will perform all the duties accepted by TENANT or which may be imposed on TENANT by law. LANDLORD agrees to return the deposit to TENANT as required by law and provided no deductions are to be made for unpaid rent, cleaning, or damages, or any other debt owing to LANDLORD. Refund of the security deposit is subject to the following conditions:

- (a) Full term of the Lease Agreement having been expired;
- (b) No damages to the premises beyond ordinary wear;
- (c) The entire premises having been cleaned, including all trash disposed of;
- (d) No delinquent rent or other debts;
- (e) All bedroom keys left in the doors and entry keys returned to LANDLORD;
- (f) No possessions or trash remain on the premises; and
- (g) Forwarding address having been left with LANDLORD according to law.

19. **CHANGES TO THIS LEASE AGREEMENT:** LANDLORD may, upon 30 days written notice, adjust this Lease Agreement as follows:

- (a) Changes required by federal, state, or local law, rule, or regulation;
- (b) Changes to promote health, safety, and peaceful enjoyment of the premises; and
- (c) Changes in the amount of rental payments to cover additional costs incurred by the LANDLORD because of increases in property taxes, increases in utilities, and increases in property insurance premiums.

20. **NOTICES:** Any notice to TENANT shall be deemed sufficient if addressed via the "Tenant Portal" at www.shortsouth.com or to TENANT'S email address, unless otherwise required by law.

21. **RENTAL INSURANCE:** TENANT is to obtain a policy of insurance protecting TENANT against loss or damage to TENANT'S furnishings, equipment, person, and property in or on premises.

22. **ANIMALS:** Dog, cats, or any other pets or animals are not allowed on the premises without LANDLORD'S written consent. If LANDLORD'S written consent is given, TENANT agrees to pay a nonrefundable pet fee of \$50 per month.

23. **ALTERATIONS, ADDITIONS, OR IMPROVEMENTS:** TENANT must not alter the premises without the LANDLORD'S written consent (including, but not limited to, painting and installing locks). TENANT is responsible for all damages, alternations, additions, or improvements beyond reasonable wear and tear.

24. **REPAIRS, DAMAGES, AND DANGEROUS CONDITIONS:**

(a) **LANDLORD'S Responsibility:** LANDLORD will provide and maintain the premises in a habitable condition. LANDLORD will make all repairs that, in the LANDLORD'S sole judgment, are required by law. Whenever repairs are delayed for reasons beyond the LANDLORD'S control, the TENANT'S obligations are not affected, nor does any claim accrue to TENANT against LANDLORD.

(b) **TENANT'S Responsibilities:**

(1) **Duty to report:** TENANT shall notify LANDLORD immediately of any repairs needed, damage done to premises, and dangerous conditions on the premises. All requests for repairs shall be submitted via www.shortsouth.com online maintenance request form or in writing to Short South Management + Development. Emergency requests must be made by phone to (231) 638-0287 and shall be coupled with a duplicate request made online or in writing.

(2) **Damage and repairs caused by TENANT and TENANT'S guests:** Damage or repairs caused by TENANT or TENANT'S guests or invitees, whether by act or omission, will be fixed, replaced, or repaired by LANDLORD and charged to TENANT. The expense of repairs shall be borne by TENANT at the prevailing market rate for labor, plus materials and supplies. This includes damage to the premise's fixtures, appliances, or any other property (whether personal or real) provided by LANDLORD to the TENANT.

(3) **Damage and repairs due to clogged waste traps and toilets:** TENANT is responsible for all clogging on the premises. The expense of repairs shall be borne by TENANT.

25. **NO LANDLORD LIABILITY FOR INJURIES OR HARM TO PERSONS OR PETS:** LANDLORD shall not be liable for any damage, harm, or injury to any TENANT or other person on the premises, whether invited by TENANT or not. TENANT agrees to hold harmless and indemnify LANDLORD of any and all liability arising in or out of the leased premises or this Lease Agreement, whatever the cause. TENANT and anyone else shall occupy the premises at his or her own risk.

26. **NO LANDLORD RESONSIBILITY FOR DAMAGE, THEFT, CAUSUALTY, OR LOSS OF PERSONAL PROPERTY, INCLUDING ALL VEHICLES ON PREMISES:** All personal property placed in the premises, including automobiles or other vehicles, shall be at the risk of TENANT or owner of such personal property, and

LANDLORD shall not be responsible for any damage to such personal property from any cause, including theft, casualty, or otherwise. TENANT agrees to hold harmless and indemnify LANDLORD of any and all liability arising in or out of the leased premises or this Lease Agreement. TENANT and anyone else shall occupy the premises at his or her own risk.

27. NO LANDLORD LIABILITY FOR PERSONAL PROPERTY LEFT BY TENANT AFTER VACATING: TENANT releases LANDLORD from all liability for damages or loss of personal property left by TENANT after vacating the property. Property left by TENANT after vacating the premises is considered abandoned. If LANDLORD stores the personal property, TENANT agrees to pay reasonable storage fees for recovery of the property.

28. PARTIAL RENT PAYMENTS IN CASE OF DEFAULT: TENANT agrees that acceptance of partial rent payment by LANDLORD after notice of termination or forfeiture will not constitute waiver of the notice of forfeiture unless LANDLORD agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by LANDLORD except to reduce TENANT'S obligation to LANDLORD by the amount of such partial payment.

29. PARKING: TENANT and TENANT'S guests will park only in the designated parking areas as designated by LANDLORD.

30. REASON FOR EVICTION AND NOTICE PERIOD:

(a) Illegal activity: If the TENANT or TENANT'S guests engage in illegal drug activity and a formal police report is filed, LANDLORD may commence an eviction after a 24-hour notice is given.

(b) Nonpayment of rent, damage to property, health hazards: If the TENANT fails to pay the full amount of rent due when due, or TENANT and TENANT'S guests cause or allow to be caused extensive and continuing physical injury to the property or health hazards, LANDLORD may commence an eviction after a 7-day notice is given.

(c) Any other violation or breach of any provision of this Lease Agreement: If the TENANT or TENANT'S guests violate or allow to be violated any provision of this Lease Agreement or any other obligation under law, LANDLORD may commence an eviction after a 30-day notice is given, unless said violation is so serious it is cause for immediate eviction, if permitted by law.

31. ATTORNEYS FEES AND COSTS: If TENANT breaches and LANDLORD has obtained the services of an attorney or other professional with respect to the collection of rents or eviction the TENANT agrees to pay to the LANDLORD all reasonable costs or fees involved, including reasonable attorneys fees, insofar as the costs or fees are permitted by law.

32. INVALIDITY: If any part hereof is contrary to, prohibited by, or deemed invalid under law, said provision shall be deemed inapplicable or omitted but shall not invalidate the remaining provisions hereof.

33. **FALSE REPRESENTATIONS:** If any representations of TENANT prove to have been false or misleading in any way, then the LANDLORD may declare this Lease Agreement void and may take possession of the premises, as permitted by law.

34. **WAIVERS:** A waiver by LANDLORD of a breach of any covenant or duty of TENANT is not a waiver of any other covenant or duty of TENANT, or of any subsequent breach of the same covenant or duty.

35. **PRONOUNS:** The word "TENANT" and any relative pronouns used herein include singular and plural, and masculine and feminine genders, as may be appropriate.

36. **SPONSOR GUARANTEE:** For those TENANTS who do not meet the LANDLORD'S independent financial means criteria, the LANDLORD requires, as a condition of this Lease Agreement, a binding Sponsor's Guarantee in the form attached hereto as "Continuing Sponsor Guarantee," which constitutes an essential inducement for the granting of this Lease Agreement by the LANDLORD. LANDLORD reserves the right to cancel this Lease Agreement in the event such Sponsor Guarantee is not full executed and returned within 15 days from the date of execution of this Lease Agreement or prior to TENANT'S occupancy, whichever occurs first. TENANT will obtain the Sponsor Guarantee directly from the sponsor and LANDLORD reserves all rights, both civil and criminal, for any false execution or forgery of the Sponsor Guarantee. The execution of the Sponsor Guarantee constitutes an additional assurance to LANDLORD as to the performance of the covenants of this Lease Agreement and shall not be construed as a release of TENANT'S responsibilities and obligations hereunder.

37. **LEASE AGREEMENT SIGNATURES:** All parties to this Lease Agreement have read and agree to abide by all the rules and regulations listed above and included as attachments to this Lease Agreement. In consideration, the undersigned TENANT and LANDLORD hereby guarantee the faithful performance of the covenants and conditions of this Lease Agreement.

TENANT

LANDLORD

PRINT NAME: _____

PRINT NAME: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

ROLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

ATTACHMENTS:

- (1) Sponsor Guarantee Agreement
- (2) Move-in checklist
- (3) Tenant handbook
- (4) Lead-based paint disclosure