

## **RESIDENTIAL LEASE**

This Lease Agreement entered into this \_\_\_\_ day of \_\_\_\_, 2014, between George Robert Cook, hereinafter referred to "Lessor", and \_\_\_\_\_, hereinafter referred to as "Lessee(s)",

1. Description of Premises and Term. In consideration of the rents to be paid and the covenants set forth herein, Lessor leases to Lessee(s), and Lessee(s) leases from Lessor, premises, located at 613 North State St (Apartment #1) Alma, Michigan, for a term of one year, commencing on \_\_\_\_\_, 2014, and ending at 12:01 a.m. on \_\_\_\_\_, 2014.

2. Rent. Lessee(s) agrees to pay as rent the sum of nine thousand nine hundred Dollars, full lease period payable in monthly installments of eight hundred twenty-five Dollars on the first day of each month during the term of this lease, until fully paid.

For each late payment, there shall be additional rent due in the amount of \$5.00 per day for each day after the due date set forth above. Acceptance of such late payment shall not constitute a waiver of any of the rights of the Lessor hereunder to declare this lease in default and to exercise their rights to recover possession of the premises.

3. Security Deposit. Lessee(s) hereby deposits with Lessor the sum of eight hundred twenty-five Dollars to be held by Lessor as a security deposit. At the time of the expiration of this lease, for whatever reason, Lessor may retain and apply this deposit or any part thereof, as full or partial payment toward: (1) reimbursement for actual damages to the premises or any ancillary facility that are the direct

result of conduct not reasonably expected in the normal course of habitation of the premises; (2) payment of all rent and arrearage under the lease, for rent due for premature termination of the lease, and for unpaid utilities. The portion of the security deposit not retained and applied shall be refunded to Lessee(s) within the time required by law. The security deposit shall not be used as last month's rent without the prior written consent of Lessor.

**A CHECKLIST WILL BE PROVIDED TO THE TENANT UPON OCCUPANCY. YOU MUST COMPLETE THIS CHECKLIST NOTING THE CONDITION OF THE RENTAL PROPERTY AND RETURN THE LIST TO THE LANDLORD WITHIN SEVEN (7) DAYS AFTER POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST 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.**

**WHEN THE LEASE EXPIRES, THE LANDLORD MUST SERVE NOTICE OF DAMAGES CLAIMED WITHIN THIRTY (30) DAYS OF THE TERMINATION OF THE LEASE. THE TENANT MUST RESPOND TO THIS NOTICE BY MAIL WITHIN SEVEN (7) DAYS AFTER RECEIPT OR FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.**

4. Inspection. Lessee(s) acknowledges that the premises have been examined by Lessee(s) prior to signing this lease and that Lessee(s) knows the condition of the premises. Lessee(s) also acknowledges that there have been no representations made as to the condition or state of repairs of the rental property by the Lessor or their agents, other than this lease. Lessee(s) accepts the premises as is in the present condition at the date of the execution of the lease.
5. Appliances. The rental property is equipped with a stove, refrigerator, washer and dryer. Lessee(s) shall be responsible for cleaning appliances.
6. Utilities and Heat. Lessor shall furnish gas and electrical utility service to the rental property. Lessor shall furnish water service to the rental property.
7. Repairs and Maintenance. Lessor agrees to make all necessary interior and exterior repairs to the premises in a reasonable amount of time. Maintenance, repairs or replacements caused by any act or omission of Lessee(s), Lessee(s)'s guests or invitees, shall be the responsibility of Lessee(s).  
  
Lessor provides snow removal from driveway and lawn maintenance.
8. Alteration of premises. Lessee(s) shall not make any alterations to the premises without the prior written approval of the Lessor. Lessee(s) shall not use nails, screws or tape which will cause damage to the interior walls or remove paint or drywall. Lessee(s) shall not install any additional gas or electric appliances without the prior written consent of Lessor.
9. Occupants. The premises are for the personal use of the Lessee(s) as a private dwelling together with the Lessee(s)'s immediate family, unless otherwise set forth in this lease. The persons named in the lease are to be the sole occupants of

the premises. Rent shall accrue with respect to any unauthorized person at the rate of \$50.00 per person per month. Acceptance of such additional rent shall not constitute waiver of Lessee(s)'s breach of this lease, and Lessor shall still have recourse to all of its remedies to terminate this lease.

10. Insurance. Lessees acknowledge that although Lessor insures the premises against damage or loss by fire or other hazard, Lessor does not provide any coverage against loss of Lessee's personal belongings, personal effects and furnishings. Lessees may secure such insurance, at their own cost, insuring against loss of Lessees' personal belongings, personal effects and furnishings. Neither does Lessor provide any third party liability insurance coverage for the benefit of Lessees. Lessees are not named insureds upon Lessor's third party liability coverage.
11. Restrictions. Lessee(s) covenants that Lessee(s) will not:
  - A. Commit any violation of the term of this lease.
  - B. Violate any State, Federal or local statute, law, rule, regulation or ordinance.
  - C. Engage in any conduct disturbing to the public at large or to any other occupants of the building.
  - D. Destroy any property.
  - E. Fail to pay the rent as and when due.
  - F. Harbor any boarders or lodgers.
  - G. Sublet or assign or attempt to sublet or assign Lessee(s)'s interest in the premises.

H. Maintain any inoperable vehicle or vehicle parts upon the premises.

12. Pets. No pets shall be permitted upon these premises in the absence of the written consent of Lessor. At time of lease signing, lessor agrees to one cat.
13. Quiet Enjoyment. For so long as Lessee is not in default of the terms of this lease, Lessee(s) shall be entitled to the quiet use and enjoyment of the premises.
14. Destruction of premises. In case the premises are partially destroyed, and in Lessor's opinion, the premises can be restored to tenantable condition, Lessor may, at its option, restore the same with reasonable promptness, reserving the right to enter the premises for that purpose. If such destruction has not been caused by Lessee(s), Lessee(s)'s immediate family or guests, the rent shall be apportioned or suspended during the time the premises can not be occupied, or that the Lessor is in possession making repairs, taking into account the proportion of the premises rendered untenable and the duration of the Lessor's possession. In the event that the premises which are the subject hereof, are totally destroyed or so damaged that the same cannot be repaired and restored within a reasonable time, this lease, at the sole option of the Lessor, shall be null and void, and if said destruction has not been caused by Lessee(s), Lessee(s)'s immediate family or guests, the rent provided for herein shall abate for the balance of the lease term.
15. Flammable liquids and hazardous substances. Lessee(s) shall not store or cause to be stored upon the premises any flammable liquids or any substance which is labeled as a hazardous substance under any applicable State, Federal or local statute, law, rule, regulation or ordinance.

16. Entire agreement. This lease agreement constitutes the entire agreement between the parties and supercedes all prior agreements whether written or oral. This lease agreement may not be modified or amended, except by the written agreement of both parties.
17. Binding effect. This agreement is binding upon the parties hereto, their heirs, assigns, successors and personal representations.

**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 INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.**

IN WITNESS WHEREOF:

Date:\_\_\_\_\_

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Lessor

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Lessor

Date:\_\_\_\_\_

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Lessee

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