

**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.

**1. The Parties**

The parties to this agreement are \_\_\_\_\_ , hereinafter called Property Owner", and \_\_\_\_\_ , hereinafter called "Tenant"

**2. Property**

Property Owner hereby lets the following property to Tenant for the term of the agreement (a) the property located at \_\_\_\_\_ and (b) the furniture and appliances on said property as described per item on the attached inventory checklist.

**3. Term**

The term of this agreement shall be for \_\_\_\_\_ , beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ . The Property Owner shall give the Tenant actual physical possession of the demised premises at the commencement of the term.

**4. Rent**

The rental amount for said property shall be \$ \_\_\_\_\_ per \_\_\_\_\_ due and payable in the following manner: \_\_\_\_\_

**5. Occupation of Premises**

The premises shall be occupied by only the following individuals:  
\_\_\_\_\_  
\_\_\_\_\_

**6. Utilities and Services**

Utilities shall be paid and services provided by the party initialed on the following chart:

<b>Utilities &amp; Services</b>	<b>Property Owner</b>	<b>Tenant</b>
Electricity		
Gas		
Water and Sewage		
Garbage Collection		
Rubbish Removal		
Snow Shoveling		
Yard Maintenance		
Storm Windows and Screens		
Miscellaneous		

The Property Owner shall not shut off or cause to be discontinued any utility furnished by him for the Tenant except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

### **Security Deposit**

If a security deposit is required, Tenant shall pay Property Owner, upon execution of this Agreement, a security deposit (not to exceed 1 1/2 months' rent) of \$ \_\_\_\_\_ which will be deposited at located at. Said security deposit remains the property of the Tenant and may not be used by Property Owner except for reimbursement for actual damages to the rental unit that are the direct result of conduct not reasonably expected in the normal course of habitation of the rental unit, or for unpaid rent or utilities as provided in Public Act 348 of 1972. Property Owner shall give Tenant two blank copies of a rental inventory list that shall include all items in the unit owned by the Property Owner. Said list must be completed by the tenant within seven (7) days after moving in. Tenant must keep a copy and send a copy to Property Owner.

**"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."**

The Property Owner shall send the Tenant a list of damages, the cost of repair of each item, and a check to cover the balance within 30 days after the Tenant has moved out. If this is not done, Property Owner automatically agrees that the Tenant is entitled to his/her full deposit. Tenant must notify the Property Owner within seven (7) days after he/she receives the list of damages whether he/she agrees with the damages listed or not. Failure to respond constitutes agreement by Tenant to the damages listed. If agreement cannot be reached, Property Owner must sue Tenant for damages within 45 days after Tenant has moved. Tenant may sue Property Owner for double the security deposit held if the Property Owner has violated the provisions set forth by Public Act 348 of 1972.8.

### **Tenant's Duty to Maintain Premises**

Tenant shall dispose of all his/her rubbish and garbage in a clean and sanitary manner by placing it in the designated rubbish and garbage facilities. Tenant shall keep the dwelling unit in a clean and sanitary condition, and shall otherwise comply with all state and local laws requiring tenants to maintain premises. If there is damage to the rental unit which is a direct result of conduct by the Tenant not reasonably expected in the normal course of habitation, Tenant may repair such damage at his/her own expense. Upon Tenant's failure to make such repairs, after reasonable written notice by the Property Owner, Property Owner may cause such repairs to be made and Tenant shall be liable for any reasonable expense thereby incurred by Property Owner.

### **9. Alterations**

No alteration, addition, or improvement, that would not reasonably be expected in the normal course of habitation of the rental unit and which would cause Property Owner to incur costs to restore the unit to original condition prior to this tenancy, shall be made by Tenant in or to the dwelling unit without the prior written consent of Property Owner. Such consent shall not be unreasonably withheld.

**10. Noise**

Tenant agrees not to allow on his/her premises any excessive noise or other activity which unduly disturbs the peace and quiet of other tenants in the building or nearby neighbors. Property Owner agrees to prevent other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.

**11. Inspection of Property by Owner**

Property Owner or his/her agent may enter the dwelling unit during reasonable hours only for the following purposes: to inspect to see if the Tenant is complying with this agreement, to make repairs, and to exhibit the unit to prospective purchasers, mortgagees and tenants. Such entries shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the premises. Such entries shall take place only with the prior consent of Tenant, which consent shall not be unreasonably withheld. If, however, Property Owner or his/her agent reasonably believes that an emergency exists, such as fire, which requires an immediate entry, such entry may be made without Tenant's consent. If such emergency entry occurs, Property Owner shall, within two (2) days thereafter, notify Tenant of the date, time, and purpose of entry.

In the event that this lease should be signed as Tenant by more than one person, then the liability of the persons signing shall be joint and several.

Property Owner covenants that Tenant, upon paying the rent and performing ail of the other provisions of this lease, shall peacefully and quietly have, hold and enjoy the premises during the term of this lease.

Notwithstanding anything herein to the contrary, Property Owner shall not be obligated to enter into a new lease or to agree to a continuation of possession on a month-to-month tenancy.

**12. Property Owner's Obligation to Repair and Maintain**

Property Owner shall maintain the dwelling, dwelling units and premises thereof in a decent, safe and sanitary condition in compliance with all federal, state and local laws, regulations and ordinances. In the event that repairs are needed, the Tenant should notify Property Owner or his/her agent and should allow reasonable time for compliance. Although not required by this section, requests for repairs should be in writing. If repairs are not substantially completed within a reasonable time of notification, Tenant may terminate this lease upon reasonable written notice: preferably through certified mail for the Tenant's own protection. This remedy shall not exclude any other remedy provided by law to Tenant for Property Owner's violation of this Agreement.

As repairs are now needed to comply with this section, Property Owner specifically agrees to complete the following repairs by the following dates:

- Repair \_\_\_\_\_ Date \_\_\_\_\_

Property Owner shall take reasonable measures to maintain the security of the dwelling /dwelling units for the protection of Tenant and his/her guests from burglary, robbery and other crimes.

### **13. Failure to Pay Rent**

Rent is to be paid by Tenant to Property Owner on or before due date. If the Tenant fails to pay rent when due, Property Owner may serve a seven- (7-) day notice to pay rent or vacate as provided by Michigan state law.

### **14. Notices**

All notices and rent receipts provided by this agreement shall be in writing and shall be given to the other party as follows:

To Tenant at the premises, \_\_\_\_\_ Phone \_\_\_\_\_

To Property Owner at the premises, \_\_\_\_\_ Phone \_\_\_\_\_

(name and address) \_\_\_\_\_

### **15. Notice of Termination**

Upon one rental period's notice, for good cause, Tenant may terminate this lease and vacate the premises. Said notice shall state good cause for termination. Good cause shall include, but not be limited to, entry into active duty with U.S. military services' employment in another community, and loss of the main source of income used to pay rent.

Substantial violation of any provision included herein may constitute grounds for termination of the lease by either party. However, if the Property Owner's primary purpose in initiating eviction procedures is to retaliate against Tenant because of Tenant's attempt to exercise or assert his/her lawful rights, no such attempt shall be valid.

Upon termination of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him,/her, return all keys and leave the premises as clean as he/she found them; wear and tear that are reasonably expected in the normal course of habitation are excepted.

Property Owner shall not terminate or attempt to terminate this lease by any means other than proper legal proceedings as provided by state law.

### **16. Subleasing**

Tenant shall not assign this lease or sublet the dwelling unit without the written consent of Property Owner. Such consent shall not be withheld without good reason relating to the prospective tenant's ability to comply with the provisions of this lease. This paragraph shall not prevent Tenant from accommodating guests for reasonable periods (two to three weeks); any other arrangements must be approved in writing by Property Owner.

### **17. Holdovers**

If Tenant holds over on termination of this lease and Property Owner accepts Tenant's tender of the rent provided by this lease, this lease shall continue to be binding on the parties as a rental period to rental period agreement.

**18. Changing of the Lease**

No changes, additions, or subtractions from conditions of this agreement shall take effect unless mutually agreed upon in writing.

**19.** If the premises become partially or totally destroyed during the term of this lease, either party may thereupon terminate the lease upon reasonable notice.

**WHEREFORE** We' the undersigned do hereby execute and agree to the above lease.

PROPERTY OWNERS \_\_\_\_\_ Date \_\_\_\_\_

PROPERTY OWNERS \_\_\_\_\_ Date \_\_\_\_\_

TENANTS \_\_\_\_\_ Date \_\_\_\_\_

TENANTS \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** This agreement does not contain the Lead Paint disclosure information that federal law requires for any residential property built prior to 1978. If appropriate, the required form and Lead Paint Booklet must be attached to this agreement.

NOTE. Those who make use of this form must review it to insure that each section is appropriate as state law varies. Rental Housing On Line Inc., makes no warranties as to its legality and is not responsible for use or misuse of this form, or any damages incurred through its use.