

AMERICAN REALTY

838 Cherry St. SE - Grand Rapids MI 49506
Phone: 616-913-9004
Fax: 616-913-0950
www.american-realty.net



STANDARD LEASE AGREEMENT

We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap or familial status.

"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."

- Date of this Agreement:**
- Move-in Date:**
- Identification of Landlord and Tenant.** This Agreement is entered into on the date above indicated between: (Landlord) and (Tenant). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
- Identification of Premises.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the Premises located at:
 - Street Address: Unit #(If applicable): City: State: Michigan
 - together with the following furnishings and appliances: Rental of the Premises also includes:
- Limits on Use and Occupancy.** The Premises are to be used only as a private residence for the above listed Tenant(s) and the following individuals: Relatives Occupancy by guests for more than 15 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.
- Term of Tenancy.** The rental will begin on , 20 at 5:00 pm. The Tenant agrees to lease the premises for the original term of months and terminate the tenancy on on , 20 at Midnight.
- Rent Amount and Payment of Rent.** Total amount of rent due for lease period is \$, payable in monthly installments of \$ to the Landlord and payable in advance on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. If rent is received on or before the first day of the month, \$50 may be subtracted from the monthly total.

Delivery of payment:
Rent will be paid:
 by mail, to: 838 Cherry ST SE, Grand Rapids, MI 49506
 in person, to: 838 Cherry ST SE, Grand Rapids, MI 49506
or at such other place as Landlord designates.

Resident's initials: _____

Manager's initials: _____

Address:

Form of payment:

Landlord will accept payment in these forms:

- personal check made payable to:
- cashier's check made payable to:
- credit card
- money order
- cash

Prorated first month's rent.

For the period from Tenant's move-in date, through , Tenant will pay to Landlord the prorated rent of \$. This amount will be paid on or before the date the Tenant moves in.

8. **Late Charges.** If Tenant fails to pay the rent in full before the end of the day it is due, Tenant will pay Landlord a late charge of \$25. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
9. **Timely Payment of Rent.** Failure of Tenant to pay rent on the day it is due on three or more occasions during any previous six month period is a breach of this Agreement and grounds for termination of the tenancy.
10. **Additional Rent.** If the Tenant fails to perform any obligation of this Agreement, such as, but not limited to, payment of utilities, trash removal, repairs, maintenance, etc., which results in a monetary expenditure by the Landlord, such amounts will be deemed additional rent which is immediately due and payable OR all payments made to Landlord will be applied to amounts in the following order of priority: 1st-security deposit; 2nd-late fees; 3rd-utilities; 4th-maintenance or repairs, damages, other charges permitted by this Agreement; 5th-past due rent; 6th-current rent due.
11. **Municipal Compliance.** It is the responsibility of the tenant to abide by all municipal ordinances, regulations, laws, etc. The tenant agrees to pay for any citations resulting from the tenants disregard, ignorance, unlawful, or intentional infraction of any municipal ordinance, regulation, or law that may be issued to the property. Upon receipt and payment by the landlord/property owner of such infraction, a processing fee of up to 10% may be added by landlord and will be billed to the tenant
12. **Returned Checks and Other Bank Charges.** If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$27 , plus any bank charges assessed.
13. **Renewal and Modification of Lease Agreement.** This Agreement shall be automatically renewed for successive terms of one month each, subject to the following conditions: Landlord or Tenant may decline the automatic renewal of this Agreement by giving 30 days written notice of intent to terminate. Landlord may increase said rental amount or modify Agreement for any extended term by giving advance written notice equal to 30 days to the Tenant. Tenant agrees that any changes or modification of this Agreement must be written and signed by Landlord or their Agent. Under no circumstances are oral agreements binding.
14. **Cleaning and Re-Key Fee.** Tenant agrees to pay a cleaning and re-key fee of \$400 (Cleaning and Re-Key Fee must be paid prior to move-in date.) This fee is in addition to and is not part of security deposit. This fee will be returned in full to tenants in the event the property is cleaned in an acceptable fashion, as well as all keys are returned within 24 hours of moving out of the property.
15. **Security Deposit.** Tenant agrees to pay security deposit of: \$ which will be refunded after termination of tenancy and end of Tenant's occupancy in the manner prescribed in the Landlord- Tenant Relationship Act of the State of Michigan, and upon satisfaction of the terms and conditions of this Agreement. *Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other amount owed or due under this Agreement.*
16. **Other Cost.** Tenant agrees to be responsible for and pay the cost of:

Electricity: <input checked="" type="checkbox"/>	Lawn: <input checked="" type="checkbox"/>	Pest Control: <input checked="" type="checkbox"/>	Lawn Maintenance: <input checked="" type="checkbox"/>
Heating Fuel: <input checked="" type="checkbox"/>	Garbage: <input checked="" type="checkbox"/>	Snow Removal: <input checked="" type="checkbox"/>	Smoke Detector Battery: <input checked="" type="checkbox"/>
Cooking Fuel: <input checked="" type="checkbox"/>	Trash: <input checked="" type="checkbox"/>	Shovel Walks: <input checked="" type="checkbox"/>	Telephone: <input checked="" type="checkbox"/>
Cable/Internet: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>	Other: <input type="checkbox"/>	

Water: Tenant agrees to pay for water and sewage services and have these services placed in their name. Furthermore, the Tenant agrees that lessor/landlord shall not be liable for payment of water or sewage system bills accruing subsequent to the filing by lessor of an affidavit as provided for in MCL 123.165 with the appropriate municipal authority. Tenant agrees to pay and be responsible for such bills and understands that municipality may terminate water and sewage services if bills are not paid.

Resident's initials: _____

Manager's initials: _____

Address:

17. **Excessive Utility Usage.** In the case where the Landlord pays the utility, the Tenant agrees to reimburse Landlord for utility usage, including unreported water leaks that exceed the monthly average use during the preceding twelve month period.
18. **Notice of Utility Shut Off.** Where Tenant is responsible for paying for heating, Tenant shall send the Landlord a certified letter seven (7) days in advance of heat being turned off. If Tenant fails to give such notice, Tenant agrees to pay Landlord for any damages caused by heat being turned off.
19. **Inventory Checklist.** Tenant hereby acknowledges receiving an inventory checklist that must be returned to the Landlord within seven (7) days of obtaining possession of the Premises or the Premises will be considered free of defects. Items found torn, burned, stained, inoperative, or damaged in any way must be reported on the inventory checklist; otherwise said defects shall be deemed waived.
20. **Habitability.** Tenant has checked the Premises thoroughly and agrees the unit is entirely habitable as to health and safety; however, if any complaint in regard to the Premises is found, Tenant shall send the Landlord a certified letter within forty-eight (48) hours of move-in date, notifying him or her of details.
21. **Locks and Landlord/ Access.** Tenant will not, without Landlord's prior written consent, alter, re-key, or install any locks to the Premises or install or alter any burglar alarm system. The landlord will install locks on individual rooms per availability and discretion of the landlord at the cost of \$50 per lock.
22. **Subleasing, Sharing, Assignment, and Guest at Premises.** No subleasing, sharing of Premises, or assignment of agreement is permitted.
23. **Parking.** No parking on property other than Tenant's personal vehicle and then only at such locations as specified by Landlord. No commercial vehicles, boats, or trailers shall be parked on Premises. Repair or maintenance of vehicles is not allowed on property without written permission. Tenant agrees that Landlord may remove unauthorized vehicles with or without notice, and Tenant shall reimburse Landlord for the cost of such removal.
24. **Personal Injury/Liability/Indemnification/Damage to Tenant's Personal Property.** Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenant, Tenant's family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of a duty, imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord harmless from and against any and all losses, costs, expenses, damages, or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform, or negligent performance of a duty, imposed by law. Landlord is not responsible for damage to Tenant's personal property resulting from fire, storm, rain, flood, power outage, appliance failure, theft, vandalism, leaking fixtures, acts of God, etc. Tenant accepts responsibility for insuring their personal property. Landlord highly recommends the Tenant obtain renter's insurance. Tenant shall also be liable to landlord or its insurance carrier for any damage to the premises or to the landlord's other property, such as other rental units, common facilities and equipment that is caused by the acts or omissions of tenant or tenant's guests.
25. **Pets.** No animals or pets shall be brought on the Premises without prior written consent of the Landlord. The Tenant agrees to pay a non-refundable pet fee of \$ _____ and acknowledges the receipt and execution of a "Pet Agreement" that is attached and made part of this Agreement. (Pet fee must be paid prior to move-in date.)
26. **Tenant's Maintenance Responsibilities.** Tenant shall keep the Premises, including furniture and all fixtures, in a clean, sanitary and orderly condition with special attention to the stove and refrigerator, if provided, and leave the unit in the same condition as when taken except for normal wear and tear. Landlord will not pay for cleaning or any work of this kind contracted by the Tenant, unless expressly authorized in writing.
27. **Renovations and Remodeling.** Tenant agrees not to make any repairs or alterations to the Premises, including repainting, remodeling, driving nails in woodwork or walls, using any adhesive items on walls, without written consent of the Landlord. The Landlord will not pay for remodeling, decorating, or any work of this kind contracted by Tenant, unless authorized in writing prior to the beginning of any renovation or remodeling. The Tenant further agrees not to remove any furnishings, fixtures, or appliances without written consent of the Landlord.
28. **Equipment Use.** This lease shall not be affected and there will be no diminution or abatement of rent and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any service (including but not limited to

Resident's initials: _____

Manager's initials: _____

Address:

heating or air conditioning) or utilities or any inconvenience or discomfort arising from repairs or improvements made in the premises or any other part of the apartment building or common areas or facilities providing the premises is habitable and Owner makes the repairs or improvements in a reasonable time. Owner retains the exclusive right to choose all utility providers.

29. **Acts of Default and Remedies by Owner.** If (a) Resident fails to pay the rent or additional rent or other sums when due; (b) Resident violates or defaults in the performance or compliance with any of the terms and conditions of this lease; (c) Resident shall have made any misrepresentation in the application for this lease; or (d) in the event of willful, wanton, dangerous or criminal misconduct by Resident, occupants listed in paragraph 5, or guests thereof, Owner may, upon written notice to Resident, terminate this lease and reenter the premises as permitted by law. Resident and all other occupants will surrender the premises to Owner by the date set in such notice. If Owner exercises its option to terminate this lease, Owner shall be entitled to recover from Resident an amount equal to the expense incurred by Owner for reentry, altering, prorated redecorating costs and reletting the premises; further, Resident shall remain liable to Owner for the amount equal to the rent provided in this lease for the entire term of this lease or until Owner re-rents the premises, whichever shall first occur.
30. **Hold-Over.** Upon any termination of this lease, Resident shall yield immediate possession of the premises to Owner and failing to do so, shall pay Owner rent for each day of such withholding plus expenses or damages suffered by Owner and/or Residents to whom the premises shall subsequently be rented or leased. If Resident abandons the premises prior to the expiration of this lease, the entire lease amount shall be due and payable by Resident to Owner; however, Resident may not be liable for the total accelerated amount because of Owner's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any.
31. **Security.** Owner and Resident agree that Owner shall not furnish nor be responsible to Resident, occupants listed paragraph 5, or guests thereof, for security or protection of their person or property, and Resident acknowledges that Owner has made no representation with respect to such security or protection.
32. **Notices.** All notices to be given to Resident may be served upon Resident personally or by mail addressed to Resident at the premises. Any notice by Resident to Owner must be in writing and mailed or delivered to Owner at the business office at 838 Cherry SE, Grand Rapids, MI 49506.
33. **Items Not Allowed.** Tenant may not place any of the following in or on the Premises without written authorization from Landlord:
34. **Repairs.** With written permission of the Landlord, the Tenant agrees to promptly have repairs made by authorized persons only or reimburse Landlord for damages to the Premises during the tenancy. The Landlord must be notified immediately of anything broken, stained, leaking, or inoperable. Tenant shall immediately pay for any costs incurred and/or damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks, or lavatory caused by Tenant or guest. Tenant accepts responsibility to mitigate damage to property from any and all causes.
35. **Landlord's Rights Concerning Entry.** Landlord reserves the right to repair, show unit, or inspect the Premises for cleanliness or damage upon twenty-four (24) hour notice. In the event of emergencies, the Landlord may enter without notice.
36. **Disposal of Garbage, Debris, and Junk.** Tenant agrees to regularly dispose of all garbage, debris, or junk during occupancy and upon vacating the Premises as prescribed by the laws of the State of Michigan and the ordinances of the locality in which the Premises is located.
37. **Use of Premises.** Tenant agrees to use the Premises for residential purposes only and not for business, illegal, or hazardous purposes. Tenant may be evicted upon a one (1) day Notice to Quit if the Tenant, member of Tenant's household, or other person under the Tenant's control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance as defined by Michigan Public Act 368 of 1978, on the Premises. Tenant shall not permit a use of the Premises that generates an unusual amount of traffic.
38. **Disturbances and Quiet Enjoyment of Others.** Tenant agrees to be responsible for his or her conduct and the conduct of any co-tenants, guests, or other occupants of the premises. The engagement, by anyone occupying or on the premises, in any activity, including but not limited to playing of instruments, electronic devices, or mechanical devices, that in any manner disturbs or annoys other tenants or neighbors is a breach of this Agreement. This activity includes assault and aggressive and/or vulgar behavior or conduct. Landlord is not a law enforcement officer and will not get involved in co-tenant or neighbor disputes. Landlord has the sole discretion to terminate tenancy based on this clause in his or her best judgment.

Resident's initials: _____

Manager's initials: _____

Address:

39. **Smoke Detector Disclosure.** Tenant agrees that apartment is equipped with working smoke detectors. Tenant shall maintain smoke detectors in working order at all times. Tenant also hereby acknowledges the receipt and execution of a "Smoke Detector Acknowledgement Form" which is attached and made part of this Agreement. Tenants will be charged for missing or damaged smoke detectors.
40. **Rules & Regulations.** Any rules and regulations published by Landlord become part of this Agreement. Tenant agrees to abide by all rules and regulations that may be published by Landlord.
41. **Violations of Agreement and Cause for Eviction.** Violation of any provision of this Agreement, rules, or regulations can be cause for eviction, including failure to make rent payments in a timely manner as set forth in paragraph 7 of this Agreement.
42. **Lead-based Paint Disclosure.** "Lead-Paint" (Housing constructed before 1978 only.) Tenant acknowledges receipt, review and execution of the Lead Warning and Disclosure Statements and receipt of the EPA pamphlet.
43. **Covenants and Conditions.** Each provision of this Agreement to be performed by Tenant shall be deemed both a covenant and a condition, which Tenant agrees to abide by strictly . Any violation of any provision of this Agreement shall constitute a material breach of same, in which case Landlord may, at their option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to use their best effort to re-rent the Premises or to otherwise mitigate damages as required by law.
44. **Binding Effect.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns.
45. **No Waiver.** Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
46. **Severability.** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
47. **Subordination.** The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.
48. **Early Termination.** If the Tenant has occupied the unit for more than thirteen (13) months and the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Landlord with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenant may terminate this lease with a sixty (60) day written notice to the Landlord.
49. **Entire Agreement.** Tenant acknowledges that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire Agreement between the parties.
50. **Abandoned Property.** If the Tenant abandons the Premises, the Landlord is authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenant's abandoned personal property, including but not limited to food, clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.

51. **Other.**

52. **Tenant's signature below indicates the Tenant has read, understands, is satisfied with and agrees to abide by all conditions of this agreement.** The invalidation of any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this agreement.

Resident's initials: _____

Manager's initials: _____

Address:

IN WITNESS WHEREOF, Resident has executed this lease as of the date first above written, and Owner has executed the same as of the date set out below.

WITNESS:

OWNER:/ MANAGER:

Property Manager/Owner Represent

Date signed by Resident: _____

Date signed by Owner: _____

RESIDENT:

RESIDENT:

RESIDENT:

RESIDENT:

Security Deposit Notice

Security deposit of \$ _____ is to be deposited at:

"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 can receive mail. Otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."

Resident's initials: _____

Manager's initials: _____

Address:

A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

A tenant who has a reasonable apprehension of present danger to themselves or their children from domestic violence, sexual assault, or stalking while they are a tenant shall be released from his or her rental payment obligation in accordance with the requirements as described below and after the submittal of a written notice of his or her intent to seek a release AND written documentation that the tenant has a reasonable apprehension of present danger to themselves or his or her child from domestic violence, sexual assault, or stalking. Submittal of the written notice shall be made by certified mail.

For purposes of releasing a tenant from his or her obligation to pay rent, the tenant is released from an obligation to pay rent no later than the first day of the second month that rent is due after notice is given AND the tenant has vacated the premises. For example: If a tenant gives the required notice on January 1, the tenant would be released from paying rent on March 1 --if they have vacated the premises before March 1. **A release of rental obligation does not take effect until after the tenant has vacated the premises.**

A release of a rental obligation does not apply to prepaid amounts, including, but not limited to, prepayment of first and last months' rent. A release of a rental obligation does not affect other sums that may be withheld by the landlord under Public Act 199 or other applicable law. Furthermore, nothing shall prevent the landlord from withholding a security deposit. If a rental agreement obligates multiple tenants to be liable for rental obligations and a tenant is released from his or her rental obligations per this addendum, all other tenants who are parties to the rental agreement/lease remain subject to the rental agreement/lease. This addendum applies only to those leases entered into after October 5, 2010.

Written Statement/Notice

The tenant shall include in the submitted written statement that the tenant or a child of the tenant has a reasonable apprehension of present danger from domestic violence, sexual assault, or stalking.

Written Documentation

The requirement that a tenant provide written documentation that the tenant has a reasonable apprehension of present danger to themselves or his or her child from domestic violence, sexual assault, or stalking is satisfied by providing one (1) or more of the following written documents to the landlord: · A valid PPO or foreign (from another state) protection order or an order removing an abusive person from a home under the Juvenile Code. The order must be in effect at the time of the submittal. · A valid probation order, conditional release order or parole order (still in effect at the time of submittal) that imposes conditions to protect the tenant or the tenant's child, including a no contact order. · A written police report that resulted in charges no more than 14 days before the submittal of the notice and the documentation. · A written police report that resulted in charges more than 14 days before the submittal of the notice and documentation if accompanied by a form demonstrating a verifiable threat (the format and substance of the form are detailed in the statute) along with a report verified by a qualified third party (sexual assault or domestic violence counselor, licensed health professional, mental health professional, member of the clergy).

As used in this addendum:

- (a) "Child" means the minor child residing with the tenant or an adult child who is a legally incapacitated individual as that term is defined in section 1105 of the estates and protected individuals code, 1998 PA 386, MCL 700.1105.
- (b) "Domestic violence" means that term as defined in section 1 of 1978 PA 389, MCL 400.1501.
- (c) "Qualified third party" means 1 or more of the following:
 - (i) A sexual assault or domestic violence counselor.
 - (ii) A health professional licensed or registered under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838.
 - (iii) A mental health professional as defined in section 100b of the mental health code, 1974 PA 258, MCL 330.1100b.
 - (iv) A member of the clergy, if the clergy member is affiliated with a tax-exempt religious institution under section 501(c)(3) of the internal revenue code that is listed in a telephone directory.
- (d) "Sexual assault" means conduct described in sections 520a to 520l of the Michigan penal code, 1931 PA 328, MCL 750.520a to 750.520l.
- (e) "Sexual assault or domestic violence counselor" means a person who is employed at or who volunteers service at a sexual assault or domestic violence crisis center and who, in that capacity, provides advice, counseling, or other assistance to victims of sexual assault or domestic violence and their families.
- (f) "Stalking" means that term as defined in section 411h or 411i of the Michigan penal code, 1931 PA 328, MCL 750.411h and 750.411i.