

RESIDENTIAL LEASE

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.

Landlord WITNESSETH That _____
In their capacity as _____ herein designated as _____ LESSOR, LANDLORD,
does hereby, this _____ day of _____ in consideration of the rents to be paid, Tenant's representation in Tenant's rental application, covenants and agreements to be performed by the LESSEE, TENANT, let and lease to _____

Tenant _____
hereinafter designated as the TENANT(S), the following described premises located in the _____ of _____ County of _____ State of Michigan.

Legal Description _____

Address MORE commonly known as: _____

Term For a term beginning the _____ day of _____ and ending the _____ day of _____ to be used and occupied solely by the aforementioned Tenant(s) and by the following named occupants: _____

Other: _____
_____ exclusively for single residential purposes only.

If Tenant shall fail to make payment of the rent by the first day of the month when the same is due, or if Tenant shall default in the performance of any other covenants or conditions contained in this Lease, then Landlord may terminate this Lease and repossess the premises, whereby the entire remaining unpaid balance of the rent shall be immediately due and payable. The parties acknowledged that under Michigan law, Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any. If the Tenant shall fail or refuse to vacate the premises upon such default, then the Landlord may at any time thereafter resume possession by any lawful means to remove the Tenant or other occupants and their effects, by ejection proceedings or otherwise.

THE TENANT(S) HEREBY HIRES SAID PREMISES FOR THE TERMS AFORESAID AND COVENANTS.

Rent (1) To pay the Landlord as rental for said premises the sum of: _____ Dollars (\$ _____) represented by the rent payable over the term of the Lease. Said rent shall be due and payable during the continuance of this Lease in equal monthly installments of _____ Dollars (\$ _____), in advance on the first day of each month, in lawful United States currency, delivered to the Landlord at:

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Where to
Send Rent _____
_____ or at such place as Landlord may designate from time to time in writing.

Notice to
Landlord Notices required under the Truth in Renting Act or provided for hereunder shall be sent to _____ at _____ or to such other person and/or address as the Landlord may from time to time in writing supply to the Tenant(s).

Security
Deposit (2) To deposit with the Landlord a Security Deposit in the amount of: _____ Dollars (\$ _____), which shall be held and administered by the Landlord pursuant to Michigan Public Act 348 of 1972, as reflected in a separate notification.

Use (3) To use and occupy the said premises exclusively for residential purposes and only be the Tenant(s) and occupants whose names appear herein unless otherwise agreed upon in writing by the Landlord.

Government
Regulations (4) To maintain the premises in accordance with all police, sanitary, and other regulations and restrictions imposed by any government authority and any homeowners association.

(5) To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises to reduce fire hazards and insurance rates, and not permit or allow any rubbish, waste materials, or products to accumulate on the premises.

Bankrupt (6) That in the event Tenant(s) is declared a bankrupt or the estate of Tenant(s) passes to a receiver appointed by a court, the Lease shall, at option of the Landlord, terminate upon thirty (30) days written notice.

Assign (7) That the Tenant(s) will not assign or transfer this Lease, or hypothecate or mortgage the same or sublet said premises, or any part thereof, without the written consent of the Landlord.

Maintenance (8) To keep the premises, including the equipment and fixtures of every kind and nature, in good repair during the term of this Lease, at the expiration thereof to yield and deliver up the same, in like condition as when taken, reasonable wear thereof and damage by the elements expected.

Charge to
Tenant (9) That the Tenant(s) will pay all charges made against or incurred at said premises (exclusive of property taxes, insurance), including but not limited to, telephone, water, sewage, electricity, gas, oil, rubbish collection, and recycling fees.

Yard
Maintenance (10) That the Tenant(s) will at Tenant's own expense, during the continuation of the lease, maintain the landscaping, including but not limited to fertilizing, weeding, and trimming, and Tenant(s) will not remove or rearrange the landscape without prior written consent of the Landlord. Tenant(s) will be responsible for snow removal from walkways. In the event, Tenant fails to do so, Landlord shall have the right, among others, to have the lawn, landscaping and snow removal maintained as aforesaid, and in that event, Tenant shall pay Landlord the cost thereof immediately following receipt of an invoice therefore.

Repair
Expense (11) Tenant is solely responsible for maintaining the premises, provided, however, that unless a repair is necessitated by the negligence or intentional misconduct of the Tenant, Tenant shall only be responsible for the first \$ _____ for each repair and/or service call.

Alterations (12) That the Tenant(s) will not make any alterations or additions or improvements to said premises, including keys and locks, without prior written consent of the Landlord. Written approval shall not be construed by the Tenant(s) as an assumption of the expense or liabilities therefore by the Landlord, nor shall such written approval after the covenants that if Tenant(s) redecorate, Tenant(s) will return the premises to its original decoration at the Tenant's own expense at the termination of the Lease, unless Tenant has secured written consent of the Landlord to the contrary.

Show (13) The Tenant(s) hereby agrees that for a period of thirty (30) days prior to the termination of this Lease Tenant(s) will permit the Landlord to show said premises between the hours 9 a.m. to 9 p.m.

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Vacate Notice (14) Tenant shall vacate the premises on the termination date unless the term of the lease has been extended by a written addendum to the Lease or by a new Lease.

(15) Except as may be provided by law, the Tenant(s) covenants not to hold the Landlord responsible in any manner for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any trespassers.

Damage (16) If the said premises become wholly untenable through damage or destruction not occasioned by the negligence of the Tenant(s) this Lease shall be void. If partially untenable, the Landlord shall repair the same with all deliberate speed, and the obligation of the Tenant(s) to pay the monthly rental shall continue provided the repairs shall be completed within forty (40) days.

WAIVER OF SUBROGATION: Each party releases the other party from the liability arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the other party, under a policy that permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the insured party under the policy.

ABANDONED PROPERTY: Any of Tenant's property left in, at or about the premises at the time the Tenant vacates the premises shall be deemed to be abandoned by the Tenant, and Tenant hereby authorizes Landlord to dispose of same as abandoned property, and charging Tenant disposal fee.

Hold (17) The Tenant(s), upon payment of the rental at the time and in the manner aforesaid and upon performing all these covenants, shall and may peacefully and quietly have, hold, and enjoy the demised premises for the term aforesaid.

Eminent Domain (18) The Landlord and Tenant(s) expressly agree between them that if, during the term of this Lease, the premises shall be taken which shall result in a total or partial eviction under the power of Eminent Domain, this Lease shall terminate as of the date of taking. Tenant shall have no right to any payment or compensation in connection with any condemnation of the premises.

Holdover (19) This Lease shall terminate and the Tenant(s) shall vacate said premises at expiration of the term stated herein, and it is expressly agreed that there shall be no right to hold over, notwithstanding, the Tenant(s) and the Landlord may, prior to the end of said term, enter into a written agreement to extend said term and the covenants herein set forth.

Lead-Based Paint Disclosure (20) Tenant acknowledges, that prior to signing this Lease, Tenant has received a copy of the Lead-Based Paint Disclosure form completed by Landlord on _____.

Mortgage (21) It is expressly agreed that the Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises, or to subsequent owners of said property who may acquire the premises subsequent to the date of execution of this Lease including but not limited to, transfers of ownership by purchase, gift, and inheritance.

Personal Property (22) Tenant(s) hereby acknowledges that the personal property _____ listed in Schedule attached hereto, are on the premises and agrees to leave same upon vacating. Return of Property Bond is required on this personal property in the amount of: _____ Dollars (\$ _____).

Pets (23) Tenant(s) hereby agrees that no pets shall be allowed on the premises without the express written consent of the Landlord.

(24) The Tenant(s) expressly agrees that any misrepresentation of any facts or information supplied to the Landlord or Landlord's Agent by Tenant(s) upon entering the Lease or during its duration shall constitute a breach of the Lease and shall terminate the Lease at the election of the Landlord.

Liquor & Drugs (25) The Tenant(s) agrees that drugs or intoxicating liquors will not be sold or manufactured on the premises. The use of illegal drugs is prohibited.

Security Deposit Use (26) It is specifically understood that the Security Deposit shall not be considered prepaid rent and shall not be applied by Tenant on the last month's rent.

Destruction (27) Premises will be available for inspection upon a 48-hour notice. If Tenant(s) is unduly hard and destructive to property, so that Landlord could show cause for eviction in the professional opinion of Landlord and/or Agent and the Real Estate Agent, lease will be cancelled and Tenant will be required to vacate within thirty (30) days of written notification and costs to be borne by the Tenant(s).

Transfer (28) Landlord agrees that in the event Tenant(s) incurs a job transfer, this Lease may be cancelled upon sixty (60) days written notice from Tenant's employer and any expense for release to be borne by Tenant(s). Privilege will be granted Landlord and/or Agents to allow showing of premises to prospective tenants.

Termination of Lease (29) Michigan law provides that a tenant who has occupied a rental unit for more than thirteen (13) months may terminate a lease by a sixty (60) day written notice to the landlord if one of the following occurs: (a) the Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in Senior Citizen Housing and provides Landlord with written proof of that eligibility; or (b) the Tenant becomes incapable during the Lease term of living independently, as certified by a physician in a notarized statement.

Commission (30) Landlord agrees to pay Broker a commission of _____ for Lease. Further, in the event this property is offered for sale, Tenant(s) has first right to refusal to purchase it at a price to be determined at that time and the Landlord/Seller will pay a commission of _____. This Lease is a contract negotiated cooperatively by and through: _____ and _____, licensed Brokers.

(31) This Agreement constitutes the entire Agreement between the Landlord and Tenant and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Landlord and Tenant. All oral discussions, proposals, negotiations and representations, made and had prior to the execution of the Agreement, shall be considered merged herein and of no further effect. If two or more persons execute this Agreement as Landlord and/or Tenant, their obligations hereunder shall be joint and several.

OTHER CONDITIONS: The Michigan Truth in Renting Act prohibits the inclusion of provisions covering a wide variety of subjects. Before adding conditions to this form, the parties hereto should consult with their lawyers or other qualified persons to determine that any additional provisions are not in violation of said Act.

LATE CHARGES AND RETURN CHECK CHARGE: Tenant shall pay a late charge of \$ _____ if the monthly installment of rent is not received by the Landlord on the due date and an additional charge, of \$ _____ if the monthly installment of rent is not received by the Landlord by the _____ day of the month in which it is due. Tenant shall also pay Landlord a \$ _____ processing charge for any check of the Tenant's which is returned because of insufficient funds, a closed account, or any other similar cause. In the event that Tenant's check is returned because of insufficient funds, a closed account, or any similar cause, the Landlord shall have the right to require Tenant to pay the monthly installment of rent by cash, money order, certified check, or cashier's check. Such rent shall not be considered paid until it is actually received by the Landlord.

(32) _____

In the Presence of

TENANT(S):

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

In the Presence of

LANDLORD:

_____ (L.S.)

_____ (L.S.)

Drafted By: _____

By: _____

ADDENDUM/AMENDMENT

Date _____

This is an Addendum/Amendment to and becomes a part of Purchase Agreement dated _____

pertaining to the property located at

If conflict between the terms and provisions of the purchase agreement and the addendum, the terms of the addendum will prevail.

(Witness) (Date)

(Witness) (Date)

(Buyer) (Date)

(Seller) (Date)

(Buyer) (Date)

(Seller) (Date)

LEAD-BASED PAINT LANDLORD'S DISCLOSURE FORM

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 managed 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.

I. Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord certifies that to the best of his/her knowledge, the Landlord's statements above are true and accurate.

Landlord

Date: _____

Date: _____

II. Agent's Acknowledgment (initial)

_____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Tenant's Acknowledgment (initial)

_____ (a) Tenant has received copies of all information listed above.

_____ (b) Tenant has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

Tenant certifies to the best of his/her knowledge, the Tenant's statements above are true and accurate.

Tenant(s)

Date: _____

Date: _____

SECURITY DEPOSIT INFORMATION LETTER TO TENANTS

(2 copies)

Re: Property _____

Date Sent or Given to Tenant _____

Dear _____ :

In accordance with Sections 3 and 4 of the Security Deposit Law, Act No. 348 of the Public Acts of 1972, your security deposit has been placed in the following regulated financial institution:

(Name)

(Address)

(City and Zip Code)

If your security deposit is removed from there, it will be secured by:

Cash bond deposited with the Secretary of State

Surety bond written by a surety company whose name and address will be furnished to you at a later date.

Surety bond issued by the following company:

(Name)

(Address)

(City and Zip Code)

The Legislature also provided in Section 3 of the act the following:

"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."

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Kessler & Company Realty 2820 W. Maple Rd., Troy MI 48084
Phone: 2486439099

Fax: 2486439208

Irv Kessler

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 www.zipform.com

application.zf

To assist you in complying with this provision of the law and of giving you proper notice when you intend to leave us, please send both your notice to vacate and forwarding mailing address, and any other correspondence, to the address which follows:

(Name of Landlord)

(Address of Landlord)

(City and Zip Code)

Attn: _____
(Name of Manager or Owner)

Very truly yours,

(Manager or Owner)

Acknowledgement of Receipt of Copy of Above _____
(Signature of Tenant)

Date Received by Tenant _____

(Original to be retained by Tenant: copy to be signed by Tenant and retained by Manager.)

COMMENCEMENT INVENTORY CHECKLIST

(2 copies)

NOTICE TO TENANT:

"YOU SHOULD COMPLETE THIS CHECKLIST, NOTING THE CONDITION OF THE RENTAL PROPERTY, AND RETURN IT TO THE LANDLORD WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS."

Tenant _____ Date Occupied _____

Property Address _____ Date Lease Starts _____

_____ Date Lease Expires _____

Date and Number of Keys
Delivered to Tenant _____

| Identification of Items | Description of Damage |
|-------------------------|-----------------------|
| Carpeting | _____ |
| Other Window Treatments | _____ |
| Appliances | _____ |
| Windows | _____ |
| Furniture | _____ |
| Walls | _____ |
| Closets | _____ |
| Shelves | _____ |
| Paint | _____ |
| Doors | _____ |
| Plumbing Fixtures | _____ |
| Electrical Fixtures | _____ |
| Mechanical Equipment | _____ |
| Additional Structures | _____ |
| Draperies | _____ |

Date of Inspection _____

_____ Date of Move-Out _____

(Signature of Tenant)

Complete two copies - one for Landlord, one for Tenant

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TERMINATION INVENTORY CHECKLIST

(2 copies)

Instructions to the Owner, Manager or Landlord. The Security Deposit Law, Act No. 348 of the Public Acts of 1972 provides in Section 8, subsection (5), "At the termination of occupancy, the Landlord shall complete a termination inventory checklist listing all the damages he claims were caused by the Tenant."

Under the law, the Termination Inventory Checklist must be identical to the form used for the Commencement Inventory Checklist. The completed Termination Inventory Checklist should be retained in your files permanently as the law provides that subsequent tenants are entitled to "receive a copy of the last Termination Inventory checklist which shows what claims were chargeable to the last prior tenant." (Section 8, subsection (4)).

Tenant _____ Date Occupied _____
Property Address _____ Date Lease Starts _____
_____ Date Lease Expires _____
Date and Number of Keys
Delivered to Tenant _____

| Identification of Items | Description of Damage |
|-------------------------|-----------------------|
| Carpeting | _____ |
| Other Window Treatments | _____ |
| Appliances | _____ |
| Windows | _____ |
| Furniture | _____ |
| Walls | _____ |
| Closets | _____ |
| Shelves | _____ |
| Paint | _____ |
| Doors | _____ |
| Plumbing Fixtures | _____ |
| Electrical Fixtures | _____ |
| Mechanical Equipment | _____ |
| Additional Structures | _____ |
| Draperies | _____ |

_____ Date of Inspection _____
_____ Date of Move-Out _____
(Signature of Owner or Manager)

Complete two copies - one for Landlord, one for Tenant

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The law also states in Section 9:

"YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME, OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES."

Please address all correspondence to the following:

(Name of Landlord)

(Address of Landlord)

(City and Zip Code)

Attn: _____
(Manager or Owner)

Very truly yours,

(Name of Manager or Owner)

Date Sent or Given to Tenant _____