

RESIDENTIAL RENTAL LEASE

MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH AND 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.

We do business in accordance with the Federal Fair Housing Law (the Fair Housing Amendments Act of 1988). EQUAL HOUSING OPPORTUNITY

1. THE LEASING AGENT

Name: JANIE ALBRIGHT 1201 GREENWOOD APT. 102, KALAMAZOO, MI 49006

2. OWNERS NAME: Janie Albright

3. TENANT NAME (please print)	TENANT CELL PHONE	EMERGENCY PARENT NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. ADDRESS OF RENTAL UNIT: _____ Kalamazoo, Michigan 49006

5. TERM OF LEASE - Fixed Term Beginning at 12:00 PM (Noon) _____ & Ending at 12:00 PM (Noon) _____

If you intend to renew your lease for the following school year, you will need to contact us. We cannot assume that you are going to renew and we DO NOT hold open units or properties for current tenants.

6. RENTS & OTHER MONTHLY CHARGES - ALL PAYMENTS ARE DUE ON THE 1st" & LATE BY THE 2nd OF EACH MONTH- MAKE CHECKS PAYABLE TO:-- Janie Albright-

RENTAL RATE \$ \$ _____ per month

TENANT(S) agree that rent will be mailed to LANDLORD on or before the of every month, and that a fee of \$35 per person/TENANT who is late will be assessed if rent is not paid in full by the of each month (must be postmarked no later than the 1"),

- a. A \$35 service charge will be assessed for any check returned for non-sufficient funds. If more than two checks are returned for non-sufficient funds, LANDLORD will require that all future rent be paid by certified funds only and may be sufficient grounds for termination of tenancy. Charges are due and payable on or before the following rent due date.
- b. If a late fee charged in one month is not paid by the 1st of the next month, it will be considered unpaid rent. Your rent is not paid in full unless late fees are also paid. This will be your only notice regarding late fees. You will not receive a statement for late fees alone. We do not routinely send past due notices to cosigners.
- c. **Rent Arrearage:** Any money received by LANDLORD shall be applied in the following order: first to Security Deposit, second to fees due pursuant to the Rental Agreement, third to past due rent, fourth to current rent.

7. SECURITY DEPOSIT & CLEANING FEE – (Note for renewing tenants: If your house or unit is only partially renewing the security deposit must be brought back to full amount because the previous year's deposit will be returned to the whole unit.) TENANTS agree that a security deposit of \$ _____ per Tenant and a non-refundable cleaning fee of \$ 100.00 per TENANT on a 3-8 bedroom unit, a studio to a 2 bedroom will be \$150 per TENANT will be paid in advance of occupancy.

The security deposit will be held in a security deposit account at KALSEE CREDIT UNION. The deposit may not be used as the final month's rent. Any refunds will be made within 30 (thirty) days after termination of occupancy. The security deposit shall be used by the LANDLORD for the following reasons:

- a. To reimburse LANDLORD for actual damages to the rental unit or any facility that is the direct result of conduct not reasonably expected in the normal use of habitation of the

dwelling. TENANT(S) understand that if any extensive cleaning is required, LANDLORD reserves the right to collect for those damages by whatever legal means necessary.

- b. TENANT(S) is to pay the LANDLORD all rent in arrearage under this rental agreement, rent due for premature termination of this agreement by the TENANT(S), and all utility bills not paid by the TENANT(S) if the TENANT(S) is responsible for payment of these bills.
 - c. The Notice of Damages and a refund check (if one is due) will be sent to one person with everyone names on it. If tenants give more than one forwarding address the Notice of Damages / refund will be mailed to the first person who signs the lease, and gave a forwarding address in writing per Michigan Public Act 348., if that person failed to give a forwarding address it will go to the second person who signed the lease and provided a forwarding address. If the third person failed to give forwarding address it goes to the fourth and so on.. If tenants give written permission by all of the tenants who signed the lease that the check may be written to one person and sent to the forwarding address that was provided in writing.
- 8. JOINT AND SEVERAL AGREEMENT** – All TENANTS who sign this Lease are jointly and severally responsible for payment of rent to the LANDLORD and for Damages caused to the rental unit (late fees, physical damage, unpaid utility bills, rent in the arrears, etc.). Failure to meet the terms and conditions of the contract by one or more of the TENANT(S) shall be considered a failure of all TENANTS to meet the terms and conditions of the contract and shall make all equally responsible.
- 9. SUBLETTING** - TENANT(S) will not sublet the premises and TENANT(S) will not permit the premises to be occupied by other than the TENANT(S) specified on this agreement without written permission between LANDLORD and TENANT. TENANT agrees that he or she will be held responsible for past due rent and damages of sub leaser. **200.00 FEE** per sublet will be charged in order to change the lease.
- 10. FORWARDING ADDRESS - Michigan Public Act 348 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. Mail forwarding address information to Janie Albright , 1201 Greenwood Apt. 102 Kalamazoo, MI 49006**

11. SERVICES - (Who is responsible)

		Landlord	Tenant			Landlord	Tenant
A.	Electricity		X	H	Transporting Garbage to/		X
B.	Gas		X	I	Snow Removal drives	X	
C.	Cable		X	J.	Snow removal of steps walks and porches tenant responsibility		X
D.	Water		X	K.	Lawns	X	
E.	Telephone		X	L.	Light Bulb Replacement		X
F.	Garbage	X		M	Smoke Detector Batteries		X
G.	Laundry	X		N.	Trash Around Units		X

- 12. LEGAL EXPENSES** - TENANT(S) shall be liable for all expenses incurred by LANDLORD, including statutory attorney fees and court costs incurred by LANDLORD as a result of a violation of any provision of the Lease.
- 13. PARKING** Spaces Provided by Landlord for TENANT(S)-DRIVEWAY- . If you park illegally, you will be towed. Parking on the lawn is not allowed by the LANDLORD or by the City of Kalamazoo. The City will issue a fine if you violate this ordinance.
- 14. UTILITIES** – any utilities such as Consumers Energy (gas/electric) and water (if applicable) must be put in tenants name prior to move in. Consumer Power (heat and

electric) 1800-477-5050, Water 269-337-8149. When moving out tenants agree to keep water and consumer power in their names for 5 days after lease ends.

- 15. INVENTORY CHECKLIST - Michigan Public Act 348** - The LANDLORD shall make use of an inventory checklist at the beginning and end of occupancy for each rental unit. If you do not receive an inventory checklist at the beginning of your occupancy, you must contact the landlord. TENANT accepts responsibility for returning completed checklist to LANDLORD. The TENANT(S) is entitled to receive a copy of the last ending inventory checklist which shows what claims were chargeable to prior TENANT(S). The TENANT(S) shall note the condition of the unit and the furnishings and return a copy to the LANDLORD within 7 (seven) days after receiving possession.
- 16. NOTICE OF DAMAGES** - In case of damage to the rental unit attributable to the TENANT(S) or other obligations against the deposit, the LANDLORD shall mail to the TENANT(S) within 30 (thirty) days after the termination of occupancy, an itemized list of damages and costs. The list shall be accompanied by a check or money order for the difference between the cost of damages or other obligations and the amount of the security deposit. The TENANT(S) must respond to the LANDLORD'S claim by mail within 7 (seven) days of receipt of the itemized list or forfeit amount claimed. If agreement is not reached as to the amount of the deposit withheld, the LANDLORD is required to commence action in court within 45 (forty-five) days after termination of occupancy. (See Section 13 of Notice of Damages.) Minimum costs of basic items are as follows: refrigerator - \$1,000, exterior door - \$400, interior door - \$350 (door jamb - \$150 or door panel/slab - \$200), window - \$350, slider or bi-fold - \$350, handrail - \$220 (reattach handrail only - \$40), bedroom carpet \$500, carpet for stairs - \$450, broken tile - \$55, light fixture globe - \$45, dishwasher silverware basket - \$50, curtain rod - \$20, blinds - \$35, doorknob/ handle - \$35, towel rod - \$45, screens-rip, bent, broken or missing- \$45, refrigerator items: crisper drawer - \$85, door rack - \$35, meat drawer - \$100, door handle - \$100.00-door shelf (bar and holder) 78.00 per shelf.
- 17. DEPOSIT INTACT** - TENANT(S) agrees to reimburse LANDLORD immediately for actual repairs of damage agreed to be the responsibility of the TENANT(S) and not to assume that the cost incurred will be deducted from the deposit at the termination of tenancy.
- 18. CLEANLINESS** - TENANT(S) agrees to keep the premises, common areas, and yard clean, in good order, and free of garbage and refuse. TENANTS are responsible for keeping the area in front of their unit and parking area in direct line of their unit free of debris, including garbage, grills, household furniture, etc. If leasing a stand-alone, TENANTS responsible for entire property. Outdoor furniture only is allowed on porches and balconies. No object may be stored or placed in the common areas. Entrances, passages, and stairways shall not be obstructed by TENANT(S). TENANT(S) shall not store anything within four feet of the furnace or water heater. If garbage/trash is found outside the unit, a minimum charge of \$55 each occurrence will be charged to the unit and a photo will be taken of the trash and kept in the file. A charge of \$45 per day will be assessed for each day that the trash is not removed.
- 19. SMOKING** – TENANTS(S) will not smoke in the rental unit and will not allow smoking by others in the unit. There will be a charge of \$50 per instance per unit if signs of smoking are observed. Smoke does damage and when you move, if there is damage you may for painting the room or rooms where it occurred. **THIS INCLUDES VAPING OR JUUL**
- 20. ALTERING PREMISES** - TENANT(S) will not alter premises or LANDLORD supplied furnishings in any way without written consent of the LANDLORD. TENANT(S) agrees not to repaint, remodel, drive nails into woodwork or other surfaces, and/or use any adhesive items on walls or other surfaces unless prior written permission is given to TENANT(S) by LANDLORD. LANDLORD will consider all alterations as damages and charge TENANT(S) against their security deposit to restore the premises to *its* original state.
- 21. PETS OR ANIMALS** - **Pets or animals of any kind will not be permitted** on premises without the written consent of the LANDLORD. Any violation of this clause will be considered a breach of the Lease and immediately give the LANDLORD the right to declare the TENANT(S) in default. If a pet is found on the premises (even if it is just there temporarily) without written consent of the LANDLORD, TENANT(S) will be charged a **\$400 fee and the pet shall be removed from the premises immediately.**
- 22. MAXIMUM NUMBER OF TENANTS** - Occupancy shall be restricted to those TENANT(S) who are named on the Lease. If individuals are found residing at subject rental unit that are not on the Lease for more than a three-day period without prior written approval

- by LANDLORD. LANDLORD at its sole discretion may pursue eviction of the entire house.
23. **NOISE/INTOXICANTS/PARTIES/ORDINANCES** - Violation of local housing ordinances by TENANT(S) and disturbances to neighbors will not be tolerated. TENANT(S) are responsible for the conduct of their guests. If local enforcement authorities are needed to enforce ordinances or control noise, TENANT(S) may be subject to eviction. For each noise violation issued by the City of Kalamazoo Public Safety Department, a fine of \$250 will be due to the LANDLORD.
24. **ILLEGAL ACTIVITIES** - TENANT(S) shall not engage in any illegal or unlawful activities on the premises.
- TENANT(S), guest, or other person shall not engage in any act intended to facilitate criminal activities and acts of violence, including, but not limited to, the unlawful discharge of firearms on or off the premises, acts of violence that damage or destroy the dwelling unit or disturb or injure other residents or others in the unit, common areas, or on the grounds. If it is determined that illegal activities are occurring on the premises, the LANDLORD may begin eviction proceedings and TENANT(S) will be held responsible for any loss of rent during the term of the Lease.
 - TENANT(S) shall not violate the laws of any state, city, or municipality or other governmental unit regarding the use of controlled substances or the use of alcohol by minors. Lessee shall not knowingly permit any member of Lessee's household, or a guest or other person under Lessee's control to engage in drug-related criminal activity in the unit, in the common areas, or on the grounds of the property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession, with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances ACT (21 U.S.C. 802)).
25. **SALE OF PREMISES** - Upon termination of a LANDLORD'S interest in a rental unit whether by sale, assignment, death, appointment of receiver, or otherwise, the LANDLORD or his agent is liable with respect to the security deposit, until the occurrence of the following:
(a) Transfer of the deposit to the LANDLORD'S successor in interest and written notification to the TENANT(S) by ordinary mail of the transfer and of the successor's name and address.
(b) Successor deposit funds in a regulated financial institution. (c) Return of the security deposit to TENANT(S).
26. **RENTERS INSURANCE** - TENANT(S) is hereby notified that LANDLORD'S insurance does not insure against loss of personal property on the premises due to fire, theft, vandalism, or other causes. TENANT(S) is responsible for personal liability insurance on TENANT'S own property for fire, casualty loss, theft, and all other losses.
(Recommended but not required.)
27. **ABANDONMENT OF PERSONAL PROPERTY** - Personal property left by vacating TENANT(S) after move-out date and time will be considered abandoned. LANDLORD may elect at its sole discretion to store personal property left by TENANT(S) and charge TENANT(S) reasonable storage and moving fees. TENANT(S) gives LANDLORD the right to retain possession of abandoned personal property until storage charges are paid in full. At TENANT move-out, unit must be left debris free. There is a minimum charge of \$300 for debris left in the unit.
28. **INVALID PROVISIONS** - If any provision of this Lease shall be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
29. **GARBAGE**- Each tenant(s) shall deposit all garbage in the proper outside container each day. It is the TENANT'S responsibility to bring the container to the proper pick up area no earlier than 8pm the night before the scheduled pick up day and remove the container by 5 pm on the scheduled pick up day. Any fines imposed by the city for failure to remove the container from the curb strip at the appropriate times will be charged to tenants with an additional \$10 processing fee payable to the LANDLORD. The city has been historically charging at least \$50 for containers left on the curb strip or not returned to their proper place after their scheduled pick up times. Garbage should be placed into specified containers only. Do not overfill the dumpsters because the garbage company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City or Landlord can elect to

remove these items and the TENANTS will be billed for the removal of items.

30. **PEST/RODENTS/FLEAS** - TENANT(S) shall exterminate any insect, rodents, bed bugs or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he/she occupies. TENANT(S) responsibility for extermination shall begin (30) thirty days after occupancy commences. This responsibility may be relieved at the sole discretion of the LANDLORD if LANDLORD deems infestation occurred before TENANTS took occupancy. LANDLORD shall be permitted to use whatever commercially accepted methods LANDLORD considers suitable to deal with such infestations.
31. **BEWARE FALLING ICICLES**- During the winter season icicles form and as it warms they fall to the ground where you park they will fall down. The landlord is not responsible for falling ice damage.
32. **NON-OCCUPANCY BY TENANTS** - If the TENANT(S) do not intend on taking occupancy, they must provide written notice to the LANDLORD with a receipt given by LANDLORD at least 60 (sixty) days before occupancy is to begin. The TENANT(S) will be held responsible for all rent and advertising expenses through the term of the Lease until the unit can be re-leased by the LANDLORD.
33. **RIGHT TO PRIVACY** - The TENANT(S) agrees to let the LANDLORD enter the unit within twenty-four hours of a request to repair, inspect, or show the unit. Failure by the TENANT(S) to agree to a pre-arranged time of entry is viewed as permission to enter. Immediate entry is permissible for emergency conditions. If the LANDLORD enters without a prearranged time, a written statement that there was entry and reason for it must be left for the TENANT(S).
34. **CITY OF KALAMAZOO FINES AND CHARGES** - Per the City of Kalamazoo Zoning Ordinance, the city can impose fines against properties within the city limits for numerous violations. Some of the violations include trash not placed in a container, trash container or recycle container not in the appropriate place or left by the curb, interior furniture on porch or outside, noise violations, failure to keep sidewalks clear in the winter, parking in non-designated areas, and trash in the yard. TENANT(S) will be held responsible for any fines levied on the property because of these or other violations. In some cases, there is no advance warning of these fines and the fees can range from \$70 to several hundred depending upon the offense. TENANT(S) are responsible to pick up and dispose of any trash or debris that has been placed or blown on the property.
35. **FIRE EXTINGUISHER/SMOKE DETECTORS/LIGHT BULBS** – All smoke detectors, fire extinguishers, and light bulbs are in working order at the time of your move-in. TENANT(S) are responsible for replacing batteries as needed and shall not at any time disarm these safety devices. After move-in there is a 7-day grace period to report in writing if any of these items are malfunctioning. Upon receipt of written notice, the LANDLORD will promptly repair these items. After the 7-day grace period, the TENANT(S) is held responsible for these devices. If the LANDLORD identifies one of these devices as missing or disabled after the 7-day grace period, the LANDLORD will immediately fix the device and bill the TENANT accordingly. Fees range \$7 to \$35 per device.
36. **CABLE**- most tenants go thru local company called Charter for cable and internet. If you choose a dish company no dishes are allowed to be mounted on any part of the house/ rental unit. Damages have occurred by dishes and they are no longer allowed.
37. **BROKEN SCREENS, WINDOWS, DOORS, DOOR JAMBS, AND OTHER DAMAGES TO THE UNIT OR HOUSE** - TENANT(S) have Care and Custody of the Rental Unit. TENANT(S) are responsible for repair and replacement of broken windows, screens, doors, door jambs, and other damages due to their negligence or vandalism. TENANT(S) further understand and agree that even if it is proven another party has vandalized these items, it is the TENANT(S) responsibility to pay for the repair/replacement of these items. TENANT(S) further understand and agree that if it is proven that a licensee or invitee has vandalized these items, it is the TENANT(S) responsibility to pay for the repair/replacement of these items.
38. **PAYMENT FOR DAMAGES** – LANDLORD or LANDLORD representative will enter units or houses as necessary to assess damages and will bill periodically for damages that are TENANT(S) responsibility.
39. **PLUMBING AND BLOCKED/PLUGGED TOILETS** – Drains and other plumbing fixtures shall not be used for any purpose other than those for which they were designed. Do not place or flush foreign objects into toilets or drains. Foreign objects include but are not limited to condoms, feminine products (sanitary napkins, tampons), Q-tips, paper towels, diapers (cloth, disposable, "flushable"), facial tissues, baby/disinfectant/moist wipes, cotton balls, toilet bowl scrub pads, napkins (paper or cloth), paper towels, dental floss, egg shells, nutshells, coffee grounds, grease/oil, food, hair, vitamins, medicines or other pharmaceuticals, washcloths, towels, rags, or clothing. If plumbing becomes clogged, TENANT(S) should first try to plunge the drain or toilet before calling for maintenance. If unable to fix the problem, the LANDLORD will send a maintenance person out to investigate. If it is

discovered that the problem was due to something the TENANT(S) placed in the toilet or drain, then the TENANT(S) will be billed accordingly. Charges can range from \$45 to \$250.

40. **LIGHT BULBS** - All light fixtures will contain bulbs in working order at move-in. TENANT(S) have 7 days after move-in to report in writing a burned out bulb. After this 7-day period TENANT(S) shall be solely responsible for the replacement of these bulbs. TENANT(S) will be charged \$5 plus installation fee for each missing or burned out bulb upon vacating the property.
41. **KEYS & LOCKS** - It is agreed the LANDLORD will provide keys to each TENANT upon execution of Lease and move in date. At the end of the Lease term all keys (front door, bedroom, mailbox, etc.) and any copies made are to be returned to LANDLORD. Any keys not returned by noon on the last day of tenancy are subject to a \$75/lock re-keying fee applied against the Security Deposit. TENANT(S) accept existing locks as safe and acceptable. TENANT(S) may request locks to be changed for a \$75/lock fee. Any locks that are found installed by individuals other than the LANDLORD will be removed and LANDLORD will assess a \$75/lock change-out fee.
42. **LOCKOUT POLICY – LANDLORD** suggests that TENANT(S) make a copy immediately of front door and room keys to keep in a safe place in case of emergency. If you are locked out and you call the maintenance number to be let in, a \$50 charge will be assessed for this service, due at time of service. It is suggested that you call Bill's Lock Shop at 269-381-5634 and make arrangements to get new keys and to provide payment directly to them.
43. **TENANT LIABILITY IN FREEZING TEMPERATURES OR POWER OUTAGES:**
TENANTS agree not to shut-off, stop service, or turn back heat of the rental unit in periods of time where outside temperature drops below the freezing level. TENANTS agree to pay for all damages caused by failure to comply. TENANTS agree not to turn off power during winter or spring breaks or end of term unless lease has ended. If this happens any damages including a maggot-infested refrigerator will be paid for by the TENANTS. A new refrigerator costs approximately \$1,000.
44. **END OF TENANCY** - At the end of tenancy as defined by the Lease, TENANT(S) agree to let LANDLORD enter unit and start the turnover process, even though keys and other paperwork might have not yet been returned to the Landlord
GARBAGE - Each TENANT(S) shall deposit all garbage in the proper outside container each day. It is the TENANT(S) responsibility to bring the container to the proper pick-up area no earlier than 8 p.m, the night before the scheduled pick-up day and remove the container by 5 p.m. on the scheduled pick-up day. Any fines imposed by the city for failure to remove the container from the curb strip at the appropriate times will be charged to the TENANT(S) with an additional \$10 processing fee payable to the LANDLORD. The City has been historically charging at least \$50 for containers left on the curb strip or not returned to their proper place after their scheduled pick-up times. Garbage should be placed into specified containers only. Do not overfill the dumpsters because the garbage company will not take any additional garbage. Large items such as couches and furniture may not be left on the exterior of the property or the curb strip. If this happens the City or LANDLORD can elect to remove these items and the TENANT(S) will be billed for the removal of these items.
45. **FIREPLACE** - All fireplaces in rental units are non-working and decorative only unless previously agreed to in writing. TENANT(S) agrees to not attempt to use these non-working fireplaces and claims full liability for any attempt to alter or make these fireplaces useable.
46. **BONFIRES**- No bonfires are allowed on the property at any time.
47. **PARTY POLICY** - Recurring noise violations, providing to or consumption of alcohol by underage persons, or use of drugs may be grounds for an eviction as determined by the LANDLORD. At no time shall the number of individuals in the house or unit be greater than three times the number of bedrooms. There will be a fine of \$500 per occurrence for failure to observe this policy. Failure to comply with this provision shall give LANDLORD right to terminate the Lease at its sole discretion.
48. **COSIGNER AND SECURITY DEPOSIT REQUIREMENT** - By signing this lease you are agreeing that you will pay the security deposit before the move-in date and that you are capable of getting a cosigner and will have a cosigner form turned in before move in. If you are not able to get a cosigner your roommates will need to inform the landlord in writing that they are aware that you do not have a cosigner and are okay with it, If you do not have a cosigner, your rent will increase by \$50 per month. If you do not provide a security deposit, your rent will increase by \$50 per month.

LANDLORD:

DATE: