

FOR REVIEW ONLY

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.

THIS LEASE AGREEMENT is made and entered into as of this _____ day of _____, 20____ by and between Landlord and Tenant(s) for the Premises as described below.

WITNESSETH:

1. PARTIES AND LEASED PREMISES. The following Basic Lease Provisions are set forth below for the convenience of the Parties:

- (a) Lease Commencement Date: _____
- (b) Lease Expiration Date: _____
- (c) Landlord: _____

- (d) Tenant(s): _____

- (e) Leased Premises: _____

- (f) Occupant(s): _____

- (g) Monthly Rental Amount: \$ _____
- (h) Monthly Rental Due Date: Monthly rental payments are due by the _____ of each month.
- (i) Tenant(s)' Address for Notices: _____

- (j) Landlord's Address for Notices: _____

- (k) Amount of Security Deposit (not to exceed the equivalent of 1½ months' rent): \$ _____

Tenant(s) acknowledges receipt of two (2) copies of a move-in inventory checklist. The Premises are conclusively presumed to be in good condition at move-in unless Tenant(s) specifies objections on that move-in checklist and returns a copy of it to Landlord within seven (7) days after receiving the move-in checklist. The move-in inventory checklist is not a request for repairs.

If the Premises is furnished, all furnishings in Premises are part of the Premises.

2. TERM: This Lease Term begins on the Commencement Date and ends on the Expiration Date as set forth above, and shall be used and occupied solely by Tenant(s) and Occupant(s) named above.

Possession will be provided only after the first month's rent and Security Deposit are paid. If the Tenant(s) does not take possession on the day it is to be provided, and if by that day Tenant(s) has not notified Landlord in writing that he/she will take possession on a later day, Landlord may presume conclusively that Tenant(s) has abandoned the Premises and re-rent the Premises. If Tenant(s) is unable to occupy the Premises at the time promised by reason of the holding over of the previous Tenant/Occupant or as a result of any cause beyond the control of Landlord, Landlord will not be liable to Tenant(s). If the Premises are not ready for occupancy when the Lease Term commences, Landlord's sole liability to Tenant(s) is abatement of Tenant(s)' rent, in the same percentage that the Premises are not ready for occupancy, from the date the Lease Term commences to the date the Premises are ready for occupancy, which date is at Landlord's exclusive determination.

Tenant(s) agrees that any misrepresentation of any facts or information supplied to Landlord or Landlord's agent by Tenant(s) upon entering this Lease, including Tenant(s)' Application to Lease, or during its duration shall constitute a breach of this Lease and shall terminate the Lease at the election of Landlord.

3. RENT: Tenant(s) agrees to pay Landlord during the Lease Term the monthly rental amount, paid in advance of each monthly rental due date, beginning with the second month (first month collected at move-in). Landlord may require installments to be paid with certified funds or money orders in a single payment. Rent is only paid when received by Landlord.

4. NOTICES AND PLACE OF PAYMENT: Notices to Tenant(s) (excluding Security Deposit claim notices) shall be delivered or mailed via U.S. First Class Mail to the Premises. Tenant(s) shall deliver or mail rental payments, other charges/late fees, and notices to Landlord, including Security Deposit communications to Landlord at Landlord's notice address above, or a place Landlord may designate from time-to-time in writing. If the Parties are using electronic mail for their Security Deposit communications, Security Deposit communications shall be e-mailed to Landlord at the e-mail address set forth in the Electronic Notice Addendum For Security Deposit. Notices required by this Lease or by law shall be in writing. Notices that are mailed using the U.S. Postal Services (including Security Deposit claim notices) are deemed received by the other Party on the next regular day for delivery of mail after being properly addressed, stamped with sufficient postage, and deposited into a United States mailbox. Notices that are e-mailed under the Electronic Notice Addendum for Security Deposit are deemed received on the day they are sent, but they must be signed (typed signature of sender) by the sender to be valid.

5. APPLICATION OF MONEY FROM TENANT(S): Money received by Landlord from Tenant(s), or on his/her behalf, shall be applied to Tenant(s)'s account as follows: (1) to satisfy unpaid late fees, dishonored check fees, and other fees owed by Tenant(s); (2) to maintenance and repair costs chargeable to Tenant(s); (3) to legal fees and court costs legally chargeable to Tenant(s), including costs incurred prior to curing a default; (4) to outstanding utility bills that are the responsibility of Tenant(s); (5) to deposits or portions thereof due from Tenant(s); (6) to charges, fines, and assessments against Landlord caused by Tenant(s); and (7) to rent. Restrictive endorsements on a check or statements in communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

6. DEFAULT AND REMEDIES: Tenant(s)' noncompliance with any covenant of this Lease is a default. If Tenant(s) defaults, Landlord has all remedies legally permitted, including terminating the tenancy, and declaring all remaining rental installments immediately due and owing. If Landlord terminates the tenancy of Tenant(s) pursuant to this section, Tenant(s)' duty to pay rent will continue, subject to Landlord's duty to mitigate damages, and either Party may have a court determine the actual amount owed. If other premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenant(s)' Premises. From the date of execution, time is of the essence of this Lease. If Landlord terminates this tenancy or obtains a judgment against Tenant(s) for possession that is not redeemed, all renewals, lease extensions, or leases for a future term that Landlord and Tenant(s) have executed, or to which they have agreed, are cancelled. Tenant(s) shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages caused by his/her default. At the expiration of the applicable Lease Term period, this Lease will terminate and Landlord will be entitled to possession of the Premises and will have the right to institute summary proceedings to evict Tenant(s), in accordance with applicable law. Tenant(s) acknowledges that an order of eviction/writ of restitution may be issued by the court immediately after entry of a judgment for possession.

Landlord may terminate this tenancy on 24-hour written notice if Tenant(s) (any one of them), a member of Tenant(s)' household, or other person under Tenant(s)' control, unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the leased Premises. (MCL 554.134(4)) MCL 554.134(4) only applies if a formal police report has been filed alleging that the person unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Premises. If Tenant(s) fails to pay rent or any other sum required under this Lease when due, or if a health hazard or extensive and continuing physical injury to the Premises exists, Landlord may terminate this Lease by providing seven (7) days written notice. If Tenant(s) breaches any other provision of this Lease, Landlord may terminate this Lease by providing 30 days written notice to Tenant(s).

7. UTILITIES: For the entire term of the Lease, all utility charges, including interest and late payment fees or other default fees, shall be paid by Tenant(s) or Landlord as follows:

- Tenant(s) Landlord N/A pays for **Electricity**
- Tenant(s) Landlord N/A pays for **Gas**
- Tenant(s) Landlord N/A pays for **Water and Sewage**
- Tenant(s) Landlord N/A pays for **Trash Removal**
- Tenant(s) Landlord N/A pays for **Other:** _____
- Tenant(s) Landlord N/A pays for **Other:** _____

Landlord is not responsible for utility service interruptions that are beyond its control or due to necessary repairs, replacements, or alternations.

8. LATE FEES AND DISHONORED CHECKS: Tenant(s) shall pay Landlord a late fee of \$25.00 when a rental installment is 5 days late, and an additional late fee of \$25.00 when a rental payment is 10 days late or more. Partial payment of a month's rent does not abate late fees. In addition to late fees, Tenant(s) shall pay Landlord \$75.00 for each check to Landlord that is dishonored. Late rental payment handling fees and dishonored check fees shall be deemed additional rent and shall be paid by the due date of the next regularly scheduled rental installment.

9. CHRONIC LATE PAYMENT OF RENT: Rent is due on the monthly rental due date. Notwithstanding Paragraph 8 (Late Fees) above, Landlord may terminate this Lease because Tenant(s) is chronically late with rent payments. Chronic late payment means failing to pay rent by the monthly rental due date on three (3) or more occasions during the Lease.

10. SECURITY DEPOSIT: Tenant(s) agrees to pay Landlord a Security Deposit before receiving possession of the Premises. If there are multiple Tenants/Occupants on this Lease, their Security Deposit

is one joint deposit, and occupancy of the Premises is terminated when the last Tenant, Occupant, or his/her subtenant or assignee vacates. Any amount of the Security Deposit that is returned shall be returned in a check, payable to all Tenant(s), or if all other Tenants have authorized Landlord in writing, only one Tenant. Security Deposit Act communications shall be addressed to Landlord at the address provided in Paragraph 1(j) above, except that if the Electronic Notice Addendum For Security Deposit is being used, Security Deposit communications shall be e-mailed to Landlord at the e-mail address provided. Tenant(s) may not elect and Landlord is not obligated to apply Tenant(s)' Security Deposit to rent or other charges in arrears. Landlord may use this deposit for (1) actual damages to the Premises or ancillary facilities that directly result from conduct not reasonably expected in the normal course of habitation of a dwelling, (2) past due rent and rent due for premature termination of this Lease, and (3) utility bills that are the responsibility of Tenant(s) and not paid by Tenant(s). Tenant(s) is liable for any balances remaining unpaid after Landlord applies the Security Deposit to such amount.

Tenant(s)' Security Deposit will be deposited at: _____
and/or the name of the surety company providing a bond for Tenant(s)' Security Deposit is: _____
and shall be held and administered by
Landlord pursuant to Michigan Public Act 348 of 1972 and/or see Security Deposit Information letter to
Tenant(s) attached and incorporated herein.

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.

Electronic Notice Alternative: The Parties to this Lease may elect to communicate electronically for purposes of Security Deposit administration, but only by having all Parties to this Lease execute the Electronic Notice Addendum For Security Deposit. If all Parties to this Lease execute the Electronic Notice Addendum, Tenant(s)' notice of forwarding address, Landlord's notice of claims against Security Deposit, and Tenant(s)' protest of Landlord's claims will be communicated exclusively by e-mail, **but Tenant(s) will also advise Landlord of the mailing address to which any Security Deposit Refund is to be sent through the U.S. Postal Service.**

11. MAINTENANCE AND REPAIR: Tenant(s) shall maintain the Premises in a neat, clean and orderly manner; use and maintain the Premises in accordance with all police, sanitary and other applicable regulations and restrictions imposed by any government authority and any homeowner's association; observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Landlord when there is a need for Landlord to perform repairs or maintenance. Tenant(s) shall not cause or permit any rubbish, waste, misuse of any utility fixture, or storage of inflammable liquids and/or explosives on the Premises. Tenant(s) shall pay for and/or reimburse Landlord for: all damages caused by Tenant(s)' rubbish, waste, misuse, or storage of inflammable liquids and/or explosives; for all permit, inspection, and certification costs Landlord incurs because of Tenant(s)' noncompliance with this Lease or applicable laws; and all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Landlord may invoice Tenant(s) for the cost of any repairs/replacements (other than normal wear and tear) during the Lease Term. The amount of such invoices is deemed unpaid rent and shall be due with the rental installment for the month following the month in which the invoice is sent. Tenant(s) shall pay and be liable to Landlord and/or Landlord's insurer (in contract and/or tort) for the repair of all damage to and/or replacement of the Premises and structure of which they are a part, including fire and flood damage thereto and all lost rents therefrom, in any way caused or made necessary by Tenant(s), their

guests, invitees, licensees, or agents. Nothing in this clause shall waive or lessen Landlord's obligation to maintain and repair the Premises under Michigan law, but Landlord is not liable when it has not been informed of the need to repair. Landlord's reasonable exercise of any right or obligation hereunder shall never be deemed an eviction of Tenant(s) or interference with their use and possession of the Premises, and Landlord shall have no liability to Tenant(s) because of Landlord's actions in reasonably fulfilling its obligations hereunder.

If the Term of the Lease is for a period of one year or more, Tenant(s) shall make necessary repairs and replacements in the Premises at Tenant(s)' expense. Landlord may inspect the Premises quarterly. Landlord may demand Tenant(s) make repairs, and if tenant(s) fails or refuses to make adequate repairs within a reasonable period of time, Landlord may make them and Tenant(s) shall reimburse Landlord for the costs of repairs with the second rental payment due after receipt of Landlord's written demand for payment. Tenant(s) is not responsible for repairs or improvements of a capital nature, including, but not limited to: furnace, hot water heater, any substantial portion of the roof or exterior walls, except to the extent the repair or replacement of such items are necessitated by the action of Tenant(s) or Tenant(s)' guests. All repairs or replacement performed by Tenant(s) or at the direction of Tenant(s) must be approved by Landlord in writing. Tenant(s) shall be responsible for the cost of all insect, rodent, and pest control, beginning one month after occupancy commences. Tenant(s), at its own expense during the continuation of the Lease, shall also be responsible for routine care and maintenance of the yard and outside areas, including: landscaping, including but not limited to mowing, watering, fertilizing, weeding, raking, and trimming; removing snow and ice from walkways and driveways; and cleaning and maintaining patio, driveway, porch, etc. Tenant(s) will not remove or rearrange the landscaping without prior written consent of Landlord. In the event Tenant(s) fails to do any of the above responsibilities, Landlord shall have the right to acquire professional services to maintain the lawn, landscaping, and snow removal. Landlord may invoice Tenant(s) for the cost of maintenance during the term of this Lease. The amount of such invoices is deemed unpaid rent and shall be due with the rental installment for the month following the month in which the invoice is sent. Tenant(s) will be responsible for monthly checks of all smoke detectors. If Tenant(s) is unable to or does not wish to change the battery and/or smoke detector, Tenant(s) must call the Landlord to do it. Notwithstanding the foregoing, Tenant(s) does not waive any remedies available to Tenant(s) for any violation of covenants of fitness and habitability.

12. PETS: Tenants agrees that no pets are allowed on the Premises, inside or outside, without the written consent of Landlord. If Tenant(s) fails to comply, this will cause for immediate eviction and the costs will be the responsibility of Tenant(s) and due upon notice. Guide or leader dogs, hearing dogs, or service dogs of Tenant(s), their guests or invitees that meet the identification and training verification requirements of Michigan laws are not "Pets."

Pets are allowed at an extra charge of \$_____ per pet per month. Tenant(s) agrees to pay for all damages caused by pets or the keeping of pets. Tenant(s) is allowed _____ pet(s) described as _____.

13. KEYS: Landlord may retain a key to the Premises throughout the Lease. Tenant(s) shall not alter or change any lock to the Premises without Landlord's prior written consent. Tenant(s) shall provide Landlord with a key to any new or altered lock immediately upon its installation. Tenant(s) has been provided with _____ keys to the Premises. Copying of keys is prohibited. Upon expiration or earlier termination of this Lease, Tenant(s) shall return all keys to the Premises to Landlord.

14. ENTRY BY LANDLORD: Tenant(s)' right to privacy shall be respected by Landlord. Landlord or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, or for other purposes reasonably related to the operation of the Premises, and to show the Premises for sale or lease. Except during an emergency or when Landlord reasonably believes there is an emergency, all entries shall be made during reasonable hours and

Landlord shall make reasonable efforts to inform Tenant(s) of its intention to enter and attempt to establish a mutually acceptable time.

Tenant(s) agrees that for a period of thirty (30) days prior to the termination of this Lease, Tenant(s) will permit Landlord to show the Premises in an effort to obtain a new lease. Tenant(s) agrees to allow Landlord to affix "for rent" or "for sale" signs on the Premises.

15. HOLD HARMLESS: Tenant(s) agree for themselves, their heirs, and personal representatives to hold Landlord harmless from all damages, including damages to the Premises and structure of which they are a part; all lost rents for the Premises and structure of which they are a part; and all liability that results from their negligent or illegal use of the Premises and from their intentional misuse of the Premises, including common areas. When claims against Landlord's insurance are paid because of acts or omissions of Tenant(s) or Tenant(s)' visitors, guests, or invitees, Tenant(s) will reimburse Landlord for any insurance deductible it pays.

16. BANKRUPT: In the event Tenant(s) is declared bankrupt or the estate of Tenant(s) passes to a receiver appointed by a court, this Lease shall, at the option of Landlord, terminate upon thirty (30) days' written notice.

17. DAMAGE TO TENANT(S)' PROPERTY: Landlord and its agents do not provide any insurance coverage for personal property of Tenant(s), their guests, or invitees and shall not be liable for any damage, loss, or destruction of such property from any cause, including acts or omissions of third parties, unless caused by Landlord or its agents' nonperformance or negligent performance of a duty imposed by law or by their grossly negligent or intentional actions.

TENANT(S) ARE ENCOURAGED TO INSURE THEIR PERSONAL PROPERTY.

18. ALTERATIONS: Alterations to the Premises without Landlord's prior written consent are prohibited. Landlord is not liable to reimburse Tenant(s) for any alteration, unless agreed in writing. Alterations are the property of Landlord, but upon Lease expiration or earlier termination, Landlord may designate, in writing, alterations it wishes to have removed, and Tenant(s), at his/her own expense, shall remove them promptly and repair any damage caused thereby, leaving the Premises in the same condition they were in before the alteration. By way of example, alterations may include, but are not limited to: paint, wallpaper, flooring, telephone or cable TV lines, driving nails into woodwork, or use of adhesive material on walls. Written approval by Landlord shall not be construed by Tenant(s) that Landlord assumes the expense or liabilities nor shall such written approval alter the promise of Tenant(s) to pay rent under this Lease.

19. RETURN OF PREMISES: Tenant(s) shall return the Premises and any furnishings therein to Landlord at the expiration of this Lease, or earlier termination, in the same condition as when received, reasonable wear and tear excepted. Tenant(s) agrees to provide thirty (30) days written notice of intent to vacate prior to the expiration, termination, or any extension of this Lease. Early surrender of the Premises, including surrender accepted in writing, does not extinguish any of Tenant(s)' obligations to perform under this Lease, including payment of all rent, subject to Landlord's duty to mitigate. Tenant(s) agrees to remove all personal property from the Premises at time of vacating and if Tenant(s) fails to do so, Tenant(s) agrees to a charge for removal and disposal of the personal property.

20. AMENDMENT: This Lease may only be amended in writing, signed by all Parties.

21. CAPTIONS: Paragraph captions are to assist with identification and have no legal significance.

22. WAIVER: Failure by Landlord to enforce a provision of this Lease on one (1) or more occasions is not a continuing waiver of Landlord's right to enforce the provision. Landlord's consent to act on one (1) or

more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Tenant(s). No breach is waived by Landlord unless waived in writing.

23. SEVERABILITY: A court ruling that a clause of this Lease is invalid or the Parties' written agreement not to observe one or more Lease provisions shall not invalidate any other clauses of this Lease.

24. SUCCESSORS BOUND: Heirs, successors, assigns, and representatives of Landlord and Tenant(s) shall be bound by the covenants of this Lease.

25. USE AND QUIET ENJOYMENT: Tenant(s) shall be entitled to the quiet enjoyment of the Premises during the Term of this Lease. Tenant(s) agrees that the Premises will be used for residential purposes only. The Premises may only be occupied by the Tenant(s) and Occupant(s) named above. Tenant(s) shall comply with all applicable laws and ordinances and refrain from all conduct that unreasonably disturbs each other, other tenants, occupants, neighbors, or Landlord. No business of any sort shall be located in or conducted from the Premises, unless agreed to in writing by Landlord and as allowed by and in accordance with applicable laws and ordinances. Tenant(s) agrees that drugs or intoxicating liquors will not be sold or manufactured on the Premises and understands that use of illegal drugs is prohibited. Tenant(s) shall not interfere with the lawful use of the Premises by Landlord or other residents.

26. JOINT AND SEVERAL LIABILITY: Where there is more than one Tenant on the Lease, each Tenant is jointly and severally (individually) liable for all obligations of this Lease. Each Tenant is responsible for his and/or her individual Lease obligations, as well as the obligations of his and/or her co-Tenant(s).

27. UNFITNESS: If the Premises become wholly unfit for occupancy by fire or other casualty during the term of this Lease, Landlord may terminate this Lease by written notice to Tenant(s), and Tenant(s) shall surrender the Premises to Landlord. If for the same reasons the Premises become partially unfit for occupancy, or wholly unfit for occupancy without Landlord terminating the Lease, Landlord shall repair the Premises with reasonable speed. From the date of the casualty until repairs are substantially completed, rent shall abate in the same percentage that the Premises are unfit for occupancy, unless the unfitness is caused by negligence or intentional misconduct of Tenant(s), their family, occupants, employees, guests, invitees, agents, or anyone on the Premises by reason of association with any of them, in which case rent shall not abate. For purposes of Landlord's right to terminate this Lease, the Premises are "wholly unfit for occupancy" if 20% or more percent of the Premises are unfit for occupancy.

28. ASSIGNMENT, SUBLETTING, AND OCCUPANCY: Tenant(s) shall not assign this Lease or sublet any of the Premises without prior written permission of Landlord, which shall not be denied unreasonably. Landlord may evaluate proposed assignees and subtenants as it evaluates prospective Tenant(s). A sublet or assignment, even if approved by Landlord, does not terminate Tenant(s)' obligations under this Lease, including payment for rent. Unless Landlord authorizes an assignment or sublet, only those listed herein as Tenant(s)/Occupant(s) may occupy the Premises.

29. ABANDONMENT: If during the Term of this Lease Landlord believes in good faith that Tenant(s) has abandoned the Premises and current rent is unpaid, Landlord may enter the Premises and remove the remaining possessions of Tenant(s) without liability, unless not allowed by local ordinance. Abandonment is conclusively presumed if rent is unpaid for fifteen (15) days following the due date and (a) a substantial portion of Tenant(s)' possessions have been removed, or (b) acquaintances of Tenant(s) or other reliable sources indicate to Landlord that Tenant(s) has left without intending to re-occupy the Premises. If Tenant(s) abandons or surrenders the Premises at any time and leaves personal property therein, Landlord may dispose of it however Landlord chooses, and Tenant(s) shall reimburse Landlord for all costs incurred in that regard.

30. HOLDING OVER: Tenant(s) shall vacate the Premises on or before the expiration date of the Lease. If Tenant(s) retains possession thereafter without Landlord's written permission, Landlord has thirty (30)

days from the last day of the Lease to sue Tenant(s) for possession under MCL 600.5714(1)(C)(ii) of the Michigan Summary Proceedings Act (holding over after lease expires). If suit is not commenced within that time, the tenancy shall continue on a month-to-month basis from the date the Lease expires, and all other covenants of the Lease shall remain in full force and effect; rent, however, shall increase by fifty percent (50%), beginning on the first day after Lease expiration, regardless of whether suit is brought or tenancy becomes month-to-month. Acceptance of money by Landlord from Tenant(s) during the thirty (30) days following expiration of the Lease does not waive Landlord's right to seek possession as described in this Paragraph, and Tenant(s) shall compensate Landlord for all damages caused by the unauthorized holdover.

31. LIMITED CANCELLATION RIGHTS:

- (A) A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this Lease upon sixty (60) days written notice to Landlord if: (i) Tenant becomes eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof; or (ii) Tenant becomes incapable during the term of living independently, as certified by a physician in a notarized statement.
- (B) If Tenant executes this Lease while in military services, or enters military service after this Lease is executed by Tenant (or someone on his/her behalf), and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days, he/she may terminate this Lease at any time after entry into military service or the date of the Tenant's military orders described in the Servicemembers Civil Relief Act (50 USC 3955(b))
- (C) A Tenant who has a reasonable apprehension of present danger to him/her or his/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.
- (D) If Tenant's job is relocated or changes by his or her employer so as to require Tenant to work at least 100 miles farther away from the Premises than does Tenant's assignment on the date this Lease commences, Tenant may terminate this Lease by written notice to Landlord of not less than two (2) months and shall provide Landlord documentation from Tenant's employer in support thereof. Voluntary job change by Tenant does not qualify as an assignment change. If Landlord's job is relocated or changed so that Landlord shall wish to reoccupy the Premises, Landlord may terminate this Lease by written notice to Tenant(s) of not less than two (2) months. The notices do not need to correspond to the conclusion or commencement of a rental period.

Election to cancel under this Paragraph is limited to Tenant to whom the foregoing applies, and the Lease, including joint and several liability, if any, continues in full force and effect for remaining Tenant(s).

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

33. NON-LIABILITY: Landlord shall not be liable for accidents or injuries to Tenant(s), their family members, guests, or invitees which may occur on the leased Premises (unless caused by landlord's gross negligence of a duty imposed by law) and Tenant(s) will indemnify and hold Landlord harmless against all claims therefore. Landlord recommends Tenant(s) purchase renter's insurance, at Tenant(s)' own expense.

34. LEAD-BASED PAINT DISCLOSURE AND MOVE-IN CHECKLIST: For homes built prior to 1978, Federal regulations require that Landlord provide Tenant(s) with an EPA-approved lease hazard

information pamphlet and make certain disclosures to Tenant(s) concerning the presence of known lead-based paint and lead-based paint hazards. Tenant acknowledges receipt of the lead-based paint and lead-based paint hazard disclosure form.

35. ENTIRE AGREEMENT: This Lease is the Parties' entire agreement and they enter it voluntarily. There are no other agreements, including discussions, proposals, negotiations, and/or representations made prior to the execution of this Lease that are part of this Lease unless specifically in writing. Tenant(s)' Application to Lease is incorporated as part of this Lease and Tenant(s) covenants that the information supplied in that application was and continues to be accurate. Tenant(s) agrees to provide Landlord in writing with any new phone numbers or change in employers as soon as possible.

36. CONDEMNATION: If all or any part of the Premises is taken by any public authority under the power of eminent domain, then the term of this Lease shall expire on that part to be taken, effective on the date possession is acquired by the public authority. Rent shall be paid through that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purposes for which the Premises were leased, Tenant(s) may terminate his/her tenancy as of the new expiration date or elect to continue the tenancy and retain possession of the remainder of the Premises under the terms and conditions of this Lease, except that the rents shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord. Tenant shall provide Landlord with written notice of Tenant(s)' election no later than 15 days after the effective date of the taking, or the tenancy is presumed conclusively to have been terminated and the lease to have expired, effective on the date possession is acquired by the public authority.

37. OTHER: _____

38. ATTACHMENTS: All Disclosures, Addendums, and/or Rules and Regulations included by reference in the attached checklist, are incorporated into this Lease.

I have read and understand the entire Lease. I voluntarily agree to all it terms and conditions.

LANDLORD:

TENANT(S):

Printed Name: _____
Date: ___ / ___ / _____

Printed Name: _____
Date: ___ / ___ / _____

Printed Name: _____
Date: ___ / ___ / _____

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT
ADDITIONAL TERMS AND CONDITIONS

Re: 2298 Geyer Court
Lake Orion, MI 48360

Page 1 of 2

1. Lessees -- Lessees are defined as all adults over the age of 18 occupying the home are named below and by their signatures agree that they have read every page of the lease and all attachments hereto and agree to be jointly and severally bound to all the terms of this lease agreement as well as the bylaws of the homeowner's association including all those of the beach and lake:

2. Tenant agrees to maintain renter's insurance on all their personal property for the duration of their occupancy.
3. The tenant is responsible to keep the rental premises clean and sanitary and to pay for any damage caused by his or her abuse or neglect.
4. Tenant further agrees to inform the landlord as soon as possible within 24 hours of discovery of any repairs or maintenance needed on the property.
5. Tenant agrees to refrain from disruptive behavior, such as excessive noise, conducting a home-based business, or other activity that is disruptive to the neighbors.
6. No recreation equipment shall be stored on the premises except inside the garage.
7. No sheds shall be installed on the premises per the Homeowner's Association.
8. Access to the beach on Lake Voorheis is on Joslyn Ct. Tenants acknowledge receipt of TWO electronic gate passes. Tenant is responsible to return the passes in operating condition at the end of the lease. Should beach passes need to be replaced for any reason, the tenant agrees to pay the cost of replacement as charged by the association.
9. Pets—No pets are allowed on the premises unless written permission for each pet is obtained by the landlord in writing in advance. No cats are permitted to reside on the premises under any circumstance.
10. Maintenance of gardens and landscaping -
 - a) Tenant has been made aware there are extensive beds and landscaping on the premises and hereby agrees to maintain them regularly to include weeding, trimming and cleaning.
 - b) Tenant may plant annuals as desired but may neither plant nor remove perennial landscaping, shrubs, or trees.
 - c) Landlord shall be responsible for maintaining the trimming of trees and shrubs annually, at landlord's expense.
 - d) Tenant warrants they have no health or other concerns regarding lawn fertilization products and hereby grant permission and access for regular treatment and fertilization of the lawn and grounds by a lawn fertilization company, at the landlord's expense.

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT
ADDITIONAL TERMS AND CONDITIONS

Re: 2298 Geyer Court
Lake Orion, MI 48360

Page 2 of 2

11. Summer porch – Tenants request permission to use the hanging bed on the summer porch and do so at their own risk. Tenants hereby hold landlord harmless against any injury sustained by the tenants or guests of tenants on the property.
12. Tenants agree to take proper care of the personal property requested and provided by the landlord. Any damage to personal property shall be included under and addressed as set forth in the terms of the security deposit.
13. No smoking or vaping is allowed in the house or garage.
14. Tenant hereby grants landlord permission to access the property for repairs and/or maintenance with a 48-hour notice via the text number or email listed in their application.
15. Any and all alterations to the property including paint, wallpaper, replacing light fixtures, blinds and curtain rods shall be approved in advance by the landlord.