



772 S. Saginaw Street, Apt. 208  
 Lapeer, Michigan 48446  
 Tel: 810-667-9190  
 Fax: 810-667-1770



## RESIDENTIAL LEASE AGREEMENT

We agree that Lapeer Saginaw Street 772 LLC, doing business as Hunter Woods Apartments, leases to:

- (Tenant's Name)
- (1) \_\_\_\_\_  
 (Tenant's Name)
- (2) \_\_\_\_\_  
 (Tenant's Name)
- (3) \_\_\_\_\_  
 (Tenant's Name)
- (4) \_\_\_\_\_  
 (Tenant's Name)

For a Term beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending \_\_\_\_/\_\_\_\_/\_\_\_\_ or on a Month-To-Month basis beginning \_\_\_\_/\_\_\_\_/\_\_\_\_, the following Premises to be used for private residential purposes only:

\_\_\_\_\_ S. Saginaw St. # \_\_\_\_\_, Lapeer, MI 48446

The Term shall end providing that a thirty (30) day advance written notice is given by either party, at least thirty days before the next renewal date. The Tenant's termination notice will take effect on the last day of the month that the lease termination is to take place.

**SCHEDULE OF SERVICES:**

<u>Item</u>	<u>One-Time</u>	<u>Monthly</u>	<u>Terms</u>
Rent - Monthly	_____	_____	Market rent for the premises per month
Total Payments	_____	_____	Total of charges and credits

1. RENT: Tenant must pay Landlord rent in advance of each month, on or before the 1st day of each month, for the entire term of this Agreement. Rent must be paid to the Landlord at the following address: 772 S. Saginaw St. #208, Lapeer, MI 48446. Month-to-month leases are subject to increases with thirty (30) days notice to the Tenant.
2. LATE RENT, NOT SUFFICIENT FUNDS FEES: Should any rental payment be late, the Tenant shall be subject to a late charge of \$25.00. Tenant payments shall be applied first to the late fees, any other amounts due, and finally monthly rent. Late rent may subject the Tenant to eviction proceedings and liability for damages. If any Tenant checks are not honored by the institution on which they are drawn (Not Sufficient Funds or NSF Checks), the Tenant shall be subject to a fee of \$15.00.
3. SECURITY DEPOSIT: Tenant has paid Landlord \$ \_\_\_\_\_ which Landlord holds as a security deposit for Tenant's performance of all the terms of this lease. The Landlord and Tenant shall fully comply with all of the requirements of the Public Acts of 1972, No. 348, concerning the payment and use of security deposits. The security deposit must be deposited at Lapeer County Bank & Trust, 83 W. Nepessing St., Lapeer, MI 48446 and may be mingled with the security deposits of Landlord's other tenants.
4. OCCUPANCY: Only the persons who sign this lease and the Additional Occupants identified as follows may reside at the premises. Occupancy must not exceed the number mandated by local ordinance. The maximum occupancy for this premises is \_\_\_\_ persons. Tenant may accommodate guests for reasonable periods (up to 2 weeks); other arrangements require Landlord's consent. Additional Occupants of the premises:

<u>Name (please print)</u>	<u>Age</u>	<u>Relationship to Tenant</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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5. **USE OF THE PREMISES:** Tenant must use the premises for private residential purposes only. Tenant must not do any of the following, or allow someone else to do any of the following:
- Harass, annoy, or endanger any other tenant or neighbor, or their guests, or create any excessive noise or public nuisance,
  - Do anything to the structure or its surroundings that may be hazardous or that will cause Landlord's insurance to be cancelled or premiums to increase,
  - Keep any flammable or explosive materials or any dangerous, hazardous, or toxic substance in or around the premises,
  - Deface or damage, or allow another to deface or damage, any part of the premises,
  - Change the locks or install any additional locks or bolts without Landlord's written consent,
  - Place a waterbed or other heavy article on the premises without Landlord's written consent,
  - Pour any commercial anti-clogging agent into the sink or drain that may harm the water pipes,
  - Install any antenna or satellite without Landlord's written consent, or
  - Other violations as outlined in the Rules and Regulations.
6. **LEASE ADDENDUM, RULES, AND REGULATIONS:** Additional lease pages or Rules and Regulations, signed by all parties, are incorporated as part of this Lease, and Landlord must provide copies to the Tenant. If the Landlord determines that a Tenant or Tenant's guests or invitees are substantially in violation of rules and regulations so as to create disharmony or objectionable conditions at the apartment property, the Landlord may exercise its discretion to terminate this Lease prior to its normal termination date.
7. **ILLEGAL DRUG USE:** Tenant must not violate, or knowingly allow another to violate, federal, state, or local laws regarding the use of controlled substances or the use of alcohol by minors in or around the premises. When aware of a violation of this provision, Landlord will file a formal police report. Landlord may recover possession of the premises by summary proceedings when Tenant holds over the premises for 24 hours after service of a written demand for possession for termination of this Lease under this provision.
8. **KEYS/LOCKS:** Tenant will receive 2 entrance key(s) and 1 mail box key(s) from the Landlord. On or before the termination of this lease, Tenant must return all keys or Tenant will be charged \$30.00 for changing the locks. Tenant must not change or add locks without Landlord's written consent. If Tenant gets locked out of the premises, Landlord will open the premises for Tenant and may charge Tenant \$25.00. Tenant must never gain entrance to the premises by force through a window or door, or otherwise without a key. If Tenant loses the keys, Landlord will provide new keys and may charge Tenant \$5.00 for each key.
9. **SMOKE DETECTORS:** Landlord must install smoke-detection devices as required by law. The premises contain a hall smoke-detection device and one device per bedroom, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors to ensure that they are working. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.
10. **CONDITION OF PREMISES AT THE BEGINNING OF TENANT'S OCCUPANCY:** Tenant acknowledges receipt of two blank copies of an inventory checklist. Tenant must complete both checklists and return one to the Landlord within 7 days after Tenant takes possession of the premises. Except for those items specifically noted by the Tenant in detail on the inventory checklist, Tenant accepts the premises, and the appliances and furnishings, in good condition. The inventory checklist is used only to assess damages and is not a warranty or promise by Landlord that any item listed on the checklist, but not present on the premises, will be provided.
11. **ALTERATIONS:** Tenant must not alter the premises without the Landlord's written consent (e.g., painting, wallpapering, installing locks). If consent is given by the Landlord, Tenant agrees to pay for all work done by a licensed and authorized contractor, including work done to restore the Premises to its original, unaltered condition. Landlord will discuss with Tenant a preferred method of hanging pictures and posters. Tenant is responsible for damage to the walls beyond reasonable wear and tear.
12. **REPAIRS AND MAINTENANCE:** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. Tenant must notify Landlord IMMEDIATELY, BY PHONE at 810-667-9190 and the Emergency Maintenance phone number provided of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage. Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does

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any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).

13. PIPE FREEZE PREVENTION: If Tenant plans to be away from the premises for any length of time, the heat must be left on during the cold season and the windows closed to avoid broken pipes and water damage.

14. REPAIRS DUE TO TENANT’S NEGLIGENCE: Damage to the premises caused by Tenant’s negligence, or their guest’s or invitee’s negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord’s control, Tenant’s obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.

15. LANDLORD’S RIGHT OF ENTRY: Landlord, or Landlord’s agent, may enter the premises at reasonable times, with 48 hours notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.

16. MISCELLANEOUS COSTS AND OBLIGATIONS: Check the appropriate boxes below:

- ..Tenant    ..Landlord    pays for electricity
- ..Tenant    ..Landlord    pays for gas
- ..Tenant    ..Landlord    pays for water and sewage
- ..Tenant    ..Landlord    pays for water heating
- ..Tenant    ..Landlord    pays for trash removal
- ..Tenant    ..Landlord    must dispose of all trash by placing in dumpster provided
- ..Tenant    ..Landlord    must mow the lawn and care for grounds
- ..Tenant    ..Landlord    must remove snow and ice from driveway, parking area, sidewalks and steps

17. APPLIANCES AND OTHER FURNISHINGS PROVIDED: Tenant must not remove or loan any item provided with the premises. Landlord will provide the following items: Stove/Oven, Range Hood, Refrigerator/Freezer, Dishwasher, Sink Disposer.

18. PETS: Dogs, cats, or other pets are not allowed on the premises without Landlord’s written consent.

19. PARKING: Landlord will provide parking for Tenant’s automobiles. Tenant must keep the parking area free of all debris. Automobiles must be parked only in marked areas as follows:

CAR #1: \_\_\_\_\_ (year, make, model, and plate number),  
 belonging to \_\_\_\_\_ .  
 CAR #2: \_\_\_\_\_ (year, make, model, and plate number),  
 belonging to \_\_\_\_\_ .

20. SUBLET AND ASSIGNMENT: Tenant must not sublet the premises or assign any interest in this lease without Landlord’s written consent (not to be unreasonably withheld). If Landlord gives written consent, Landlord must also provide Tenant with an appropriate sublease form.

21. UNAUTHORIZED USE OF MAILING ADDRESS: Only a Tenant may use the mailing address of the premises.

22. RENTER’S INSURANCE: Tenant is strongly advised to carry renter’s insurance on his or her personal property (e.g., clothing, furniture, household items). Landlord is not responsible for damage to Tenant’s personal property, unless Landlord’s negligence or intentional act or omission causes the damage. It is also strongly advised that Tenant should carry personal liability coverage of at least \$100,000.00 per occurrence on the renter’s insurance policy for bodily injury or property damage loss to other tenants or persons on the Premises and will hold Landlord harmless from any such bodily injury or property damage arising out of the Tenant’s negligence or the negligence of Tenant’s guests or invitees.

23. BREACH OF LEASE AND RIGHT TO RE-ENTER AND REGAIN POSSESSION: If Tenant fails to pay rent or violates any other term of this lease, Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. If Tenant removes substantially all Tenant’s property from premises (abandonment), Landlord is permitted to enter and renovate the premises, and these actions shall not affect Tenant’s obligations under this Lease. If Landlord violates any term of this lease, Tenant may terminate the tenancy.

24. CONDITION OF THE PREMISES AT THE END OF TENANT’S OCCUPANCY: At the end of Tenant’s occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of

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Tenant's termination of occupancy, an itemized list of damages claimed for which the security deposit may be used— provided, of course, that the Tenant has given a forwarding address.

25. END OF LEASE TERM: When the lease term ends, Tenant must promptly vacate the premises, remove all personal property, and return all keys. Tenant must dispose of all trash and leave the premises clean.

26. CHANGES TO THIS LEASE: This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease must be in writing, signed by all parties.

27. ENFORCEMENT OF LEASE PROVISIONS: Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.

28. JOINT AND SEVERAL TENANCY: If more than one person signs this lease as a Tenant, their obligations are joint and several. This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants. This includes paying rent and performing all other terms of this lease. A judgment entered against one or more Tenant(s) does not bar an action against the others.

If more than one person signs this lease, Each Tenant must initial this paragraph: (1) \_\_\_\_\_, (2) \_\_\_\_\_, (3) \_\_\_\_\_, (4) \_\_\_\_\_.

**NOTICE: 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.**

**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 RESIDENTIAL LEASE AGREEMENT is signed on \_\_\_\_/\_\_\_\_/\_\_\_\_. Each person who signs it acknowledges, by their signature, that they have read it, understand it, and voluntarily agree to it. Further, each person is mentally competent and 18 years or older.

**AGENT FOR LANDLORD**

(Print Name)

(Sign Name)

\_\_\_\_\_

\_\_\_\_\_

**TENANTS – JOINTLY AND SEVERALLY**

(Print Name)

(Sign Name)

(1)

\_\_\_\_\_

\_\_\_\_\_

(2)

(Print Name)

(Sign Name)

\_\_\_\_\_

\_\_\_\_\_

(3)

(Print Name)

(Sign Name)

\_\_\_\_\_

\_\_\_\_\_

(4)

(Print Name)

(Sign Name)

**GUARANTOR:** For valuable consideration, the person signing below agrees to unconditionally guarantee the financial obligations of the Tenant under this Lease.

(Print Name)

(Sign Name)

\_\_\_\_\_ (Address, City, State, Zip Code and Telephone Number)

\_\_\_\_\_

\_\_\_\_\_