

RESIDENTIAL RENTAL LEASE

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 QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

1. **THE LANDLORD/AGENT:** Jack & Kitty Scheffers (phone 269-207-5914) and Tom & Terri Scheffers (phone 269-207-5915)
Street Address: 5419 Woodmont, Portage, MI 49002
Leasing Agent: Mary Plantenga (269) 598-0814
2. **OWNERS NAME:** Scheffers Management, 5419 Woodmont, Portage, MI 49002
3. **ADDRESS OF RENTAL UNIT:** _____ Red Pine; _____ West Michigan Ave.; _____ Knollwood; Kalamazoo, MI 49006
4. **TERM OF LEASE:** Fixed term beginning _____ Ending _____
TOTAL RENT FOR FIXED TERM LEASE: \$ _____

5. **WRITTEN NOTICE**--Beyond the ending date of a fixed term lease, or in the case of an open-ended lease, the lease continues until one rental period advance written notice of termination is given by either party unless a different agreement is entered in writing. The right to possession and the obligation for rent will continue until the date of **written notice of termination**.

6. **RENT PAYMENTS:** \$ _____ per month in single envelope/submission, due: _____
Nonpayment of rent or habitual late payment of rent shall be sufficient reason for eviction.

7. **PAYMENT LOCATION:** Scheffers Management, 5419 Woodmont, Portage, MI 49002

8. **TENANTS** (Occupancy limited to the individuals named):

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

9. **JOINT AND SEVERAL AGREEMENT**--By signing this Residential Lease, each of the undersigned tenants is acknowledging and agreeing to be held jointly and severally liable for all amounts due and owing under the terms of this Residential Lease, including but not limited to amounts due for rent and for damages to the rental unit (including physical damage, unpaid utility bills and rent arrearage). Payment by one tenant of a pro-rated or apportioned share of the rent owing for any given month(s) or for damages shall not waive, release or discharge that tenant from liability for the full amount of monies due and owing under terms of this Residence Lease. Furthermore, any failure by any one tenant to meet any of the contractual obligations under this Residential Lease shall be considered a material breach of the Residential Lease by all undersigned tenants.

10. **SECURITY DEPOSIT**--Michigan Public Act 348 Total Deposit: \$ _____ (not to exceed 1-1/2 months rent)
Due with return of signed lease. The Security Deposit will be deposited at Keystone Bank, Kalamazoo, Michigan.

10a. **NON-REFUNDABLE CARPET CLEANING FEE** due prior to move-in: \$ _____

10b. **NON-REFUNDABLE CLEANING FEE** due prior to move-in: \$ _____

11. **FORWARDING ADDRESS**--Michigan Public Act 348

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.

12. **SERVICES:** Provided by Landlord: Garbage Pick-up; Laundry facilities; Snow removal (driveway/parking area); Lawn care.
Provided by Tenant(s): Electricity, Gas, Water & Sewer; Telephone/Cable; Transporting garbage to curb; Snow removal (steps/walks/porches); Light bulb replacement; Smoke detector replacement batteries.

13. **PARKING:** Spaces provided by landlord for tenant: _____ Guest spaces, if any: _____

14. **FURNISHINGS:** Washer and dryer; stove, refrigerator, dishwasher.

15. **ADDITIONAL TENANCY CONDITIONS:** (A) Any damages to property by tenant(s) or guest(s) must be reported in 24 hours and paid for in 10 days. (B) Tenant(s) to vacuum carpet(s); clean, sweep, mop all other floors; clean all walls, baseboards, window sills, appliances (all); sinks, countertops, cabinets & drawer (exterior and interior); bathrooms, tub(s), toilet(s), shower(s); tile. All furniture, debris, and trash removed from property. All the above to meet satisfactory approval of landlord as being clean and ready for new tenant.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS RENTAL LEASE AGREEMENT.

16. **TENANT(S) SIGNATURES**

- | | |
|------------------|------------------|
| 1. _____
Date | 4. _____
Date |
| 2. _____
Date | 5. _____
Date |
| 3. _____
Date | 6. _____
Date |

17. **LANDLORD SIGNATURE** _____ **Date:** _____

Violation of a clause may be reason for eviction.

18. **INVENTORY CHECKLIST--Michigan Public Act 348.** The landlord shall make use of an inventory checklist at the beginning and ending of occupancy for each rental unit. The tenant is entitled to receive a copy of the last ending inventory checklist which shows what claims were chargeable to prior tenant(s). The tenant shall note the condition of the unit and the furnishings and return a copy to the landlord within seven (7) days after receiving possession.
19. **NOTICE OF DAMAGES--Michigan Public Act 348.** In case of damage to the rental unit attributable to the tenant or other obligations against the deposit, the landlord shall mail to the tenant within 30 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 must respond to the landlord's claim within 7 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 may commence action in court within 45 days after termination of occupancy. The landlord shall not be entitled to retain any portion of a security deposit for damages claimed unless he/she has first obtained a money judgement for the disputed amount.
20. **NON-OCCUPANCY BY TENANTS.** If the tenant(s) decide not to take occupancy, all tenant(s) who have signed the lease must provide written notice of intent not to occupy. Tenant(s) will remain obligated under the lease and are potentially liable for all rent through the term of the lease or until the unit can be re-leased. Landlord has a duty to mitigate damages and will make all customary and reasonable efforts to re-lease unit to another qualified party. Either party has the right to have a court determine the actual amount owed.
21. **DELAYED OCCUPANCY NOT ATTRIBUTABLE TO TENANT(S).** If the landlord cannot deliver possession of the premises or if it is unfit for occupancy the date the lease is to commence, then the tenant may reject the tenancy. All money previously paid to the landlord shall be refunded. Tenant(s) reserves the right to show actual damages caused by the landlord's nonperformance.
22. **MAXIMUM NUMBER OF TENANTS.** Occupancy shall be restricted to those tenants who are named in the lease.
23. **NON-RESIDENTIAL USE.** Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.
24. **NOISE-INTOXICANTS-PARTIES-ORDINANCES.** Tenant(s) shall not conduct itself or permit any activity to take place at the rental unit that violates any federal, state, or local laws. This includes violation of local noise and housing ordinances. Tenants are responsible for the action of their guests. Any of the following may be grounds for eviction: (1) tenant is convicted of a violation of any noise or nuisance ordinance; (b) conduct of tenants or guest results in judicial finding against the landlord; (c) as a result of the conduct of tenants or guests, the property receives a nuisance party designation under local ordinances.
25. **ALTERING PREMISES.** The tenant will not alter premises or landlord supplied furnishings in any way without prior written consent of the landlord. Thus, tenant agrees not to repaint, remodel, drive nails in woodwork, use any adhesive items on wall or move in water furniture.
26. **COVENANT OF FITNESS-MCLA 554.139.** Under Michigan law, a landlord is obligated to keep rental property in reasonable repair and to comply with health and safety laws. Tenant(s) are generally expected to assist the landlord in maintaining the premises in a safe and sanitary condition, to promptly notify the landlord of maintenance problems that require attention, and to leave the premises in the condition as it was upon taking occupancy (normal wear and tear expected).
27. **REPAIRS AND MAINTENANCE-MINIMUM STANDARDS.** The tenant(s) agree to give the landlord prompt notice of needed repairs. The landlord will make all necessary interior and exterior repairs to the rental unit to keep it in a habitable condition as prescribed by local or state housing ordinance. Serious heating, plumbing, and electrical failures to be attended to within twenty-four hours of a written request and all other necessary maintenance to be performed within ten days.
28. **RIGHT TO PRIVACY.** The tenant(s) agree to let the landlord enter unit within 24 hours of a request to repair, inspect, or show the unit. Failure by the tenant(s) to agree to a prearranged 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 the reason for it must be left for the tenant(s).
29. **ABANDONMENT OF PERSONAL PROPERTY.** Personal property left by vacating tenant(s) and not claimed within 30 days of end of tenancy will be considered abandoned. Landlord will make a diligent effort to contact tenant(s) before disposing of property. Tenant(s) agree to reimburse landlord for reasonable storage charges upon receipt of property. Landlord may retain possession of abandoned personal property until storage charges are paid in full.
30. **SUBLETTING/ASSIGNMENT.** The tenant(s) will not sublet or assign the premises without written consent of landlord and all tenants; a \$150 administration fee will be assessed.
31. **PETS OR ANIMALS.** No pets or animals of any kind will be permitted on premises without written consent of landlord. A \$200 fine will be assessed if animal is found on premises; animal will be promptly removed.
32. **PESTS-RODENTS-FLEAS.** Whenever infestation of insects, rodents, or other pests exists in two or more of the dwelling units in any building or in the shared public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the landlord. Tenant(s) of single private unit dwelling shall exterminate any insects, rodents, or other pests (except wood eating or wood destroying insects) infesting that portion of the premises he occupies. Tenants' responsibility for extermination shall begin 30 days after occupancy commences, providing the unit is free of infestation upon occupancy.
33. **KEYS.** The landlord will provide one key per lock to each tenant. Non-returned keys will be deducted from the damage deposit at the rate of \$10 per key.
34. **LATE FEES.** If rent is paid more than the 5th day after the due date, tenant(s) will be held liable for a \$30 late fee per unpaid tenant.
35. **NON-SUFFICIENT FUNDS (NSF) CHECKS.** NSF checks will be held liable for \$25 per occurrence. Rent will be deemed paid when good funds are received.
36. **SALE OF PREMISES-Michigan Public Act 348-Sec. 14.** The landlord shall be liable for the security deposit until transfer of the deposit to the new owner and written notification to the tenant(s) by ordinary mail of the transfer and of the new owner's name and address.
37. **LEASE ALTERATIONS.** Any alterations to this agreement shall be in writing and signed by landlord and all tenant(s). Lease alterations must not violate local, state, or federal laws and must comply with the requirements of Michigan Public Act 454 (Truth in Renting).
38. **TERMINATION OF LEASE.** If tenant(s) fail to meet the terms of this lease, landlord may elect to terminate the lease, re-enter, and take possession of the premises, only in accordance with the statutes of the State of Michigan, and only after providing written notice to the tenant(s). Landlords shall re-enter and take possession only by lawful means pursuant to a court order or after the premises have been surrendered or abandoned by tenant(s) and shall not re-enter by means of force, lockout, or termination of essential services. In the event of recovery of the premises by the landlord, the landlord shall use his best efforts to re-rent the premises on reasonable terms. Tenant(s) agree to pay landlord any difference between rent agreed upon in this lease and rent collected from re-rental of premises for the remaining term of this lease.
39. **RENTER'S INSURANCE** is recommended, but not required. Tenant understands that his/her personal property is not insured under the dwelling insurance coverage purchased by the landlord.