

Rental Agreement

Address of Property _____ Owner: Keith V. Strawn

THIS AGREEMENT made this _____ day of _____, 20____, by and between

Keith V. Strawn herein called "Landlord", and _____

_____ herein called "Tenant".

TERM: The term shall commence on the _____ day of _____, 20____ and continue on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party **30 days written notice** or as otherwise provided by law. At the completion of said term, Tenant shall return the keys to the Landlord by mail, or in person **immediately** upon vacating.

RENT: Tenant agrees that the rent shall be \$_____ per month, payable in advance of due date, and to be deposited at any Chemical Bank location using the provided deposit slips or at such other place as may be designated by Landlord from time to time.

Rent is due on the _____ day of each month. In the event the rent is **NOT** paid on or before the due date, the Tenant agrees to pay a late charge of **\$10.00** for each additional day late. In addition, if it becomes necessary for the Landlord to collect the rent, a **\$35.00** charge will be made each time an attempt is made to collect this rent. Tenant further agrees to pay **\$25.00** for each dishonored bank check.

UTILITY BILLS: Tenant agrees and shall be responsible for the payment of **any and all utilities**, including but not limited to electric, water, sewer, telephone, trash, cable, and gas expenses incurred during the occupancy of the premises.

Utilities are to be transferred into the tenant name by the tenant.

Electric: _____

Water: _____

Gas: _____

Cable: _____

USE: The premises shall be used as a residence only, with no more than _____ adult(s) and _____ children, and for no other purpose without the written consent of the Landlord. Occupancy by guests staying over night for 3 days and longer will be considered in violation of this provision, unless otherwise agreed to in advance by the Landlord.

PETS: No pets shall be brought onto the premises, or kept either inside or outside, **without prior written consent of the Landlord**, and an immediate \$25/month increase in rent and an additional \$100 deposit.

HOUSE RULES: Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. **Tenant shall not have a waterbed** on the premises **without the prior written consent of the Landlord**. Tenant must keep garbage in tightly covered garbage containers and set out for pickup on a timely, consistent basis, and not prior to 4PM the evening prior to pickup.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

DRUGS: It is forbidden for Tenant, any member of Tenant's household or any person under Tenant's control to possess, manufacture, deliver or possess with intent to deliver any controlled substance or counterfeit controlled substance.

ASSIGNMENT AND SUBLETTING: Tenant does not have the authority and shall not assign this agreement or sublet any portion of the premises.

ENTRY AND INSPECTIONS: Tenant shall permit Landlord or Landlord's agent to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to the prospective tenants or purchasers, or for making repairs. Prior to the expiration of the rental term, Landlord hereby reserves the right to affix "For Rent" or "For Sale" signs on the premises.

Tenant shall not change the locks without giving Landlord a set of keys prior to changing. The failure to allow Landlord or Landlord's Agent to show a prospective tenant the premises may extend the time a Tenant is responsible for rent.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture, and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Nail holes are NOT normal wear and tear. Tenant shall take good care of the premises and fixtures and make good any injury or breakage done by Tenant or Tenants agents, clerks, or Tenant's visitors, or caused by the overflow or escape of water, steam, gas or other substances resulting from negligence of Tenant's agents, clerks, or Tenant's visitors.

Tenant shall not paint, wallpaper or otherwise redecorate or make alterations without prior written consent of the Landlord.

Tenant shall be held responsible for the cost of cleaning and/or repair of any sewer or drains that have become blocked or impeded by the negligence of the Tenant or Tenant's agents or visitors. Tenant agrees that he will not put down sewer or drains the following items: throw-away diapers, sanitary napkins or tampons, Kleenex or other cleansing tissues, cigarette butts, grease, oil, or any other item not intended for such disposal. If a telephone and/or cable is installed or the existing positions are altered by the service company or any other person, e.g. holes in the walls or stapling of wires on the inside or outside of the premises, then such damage if any, shall become the obligation and responsibility of the Tenant. Tenant shall not install additional appliances resulting in changes to the structure, walls, doors or windows without prior written permission of the Landlord: i.e. air conditioner, de-humidifier, dishwasher, etc.

If Tenant or Tenant's agents or visitors breaks or damages any items (i.e., windows, doors, locks, walls, ceilings, cabinets, countertops, sinks, toilet, shower, etc.), said items shall be repaired or replaced immediately. If after seven (7) days the Tenant has not repaired or replaced the item, the Landlord may repair or replace the item and the cost shall be charged to the Tenant and become payable as additional rent. Non-payment will be grounds for eviction.

VEHICLE REGULATIONS: Tenant agrees not to perform mechanical work (including oil changes) on any vehicle in the driveways, parking lots or lawn areas. Vehicles not visibly displaying a current license or registration may be removed and disposed of as abandoned vehicles.

SECURITY DEPOSITS: Landlord acknowledges receipt of \$_____ as a security deposit for the performance by the Tenant of the terms of this Agreement.

Your security deposit is held on account at Chemical Bank, Bay City.

The security deposit shall not, under any circumstances, be applied by Tenant for payment of the final month's rent or any other rent or obligation of Tenant under this Agreement. In the event of sale or lease of the premises, the Landlord shall have the right to transfer the security deposit to a new Landlord or Tenant requiring such party to assume the responsibility for the return of the deposit, and the Landlord shall thereupon be released from any liability for the return of same. Tenant shall look solely to the new Landlord for the return of his security deposit.

ADDITIONAL TERMS AND CONDITIONS: The Landlord shall not be liable for any losses of Tenant's personal property by fire, theft, burglary, or otherwise, nor for any accidental damage to person or property in or about the premises. Tenants are urged to procure a renter's insurance policy.

REPAIRS: Any and all repairs of less than \$35.00 shall be paid by the Tenant. Any repairs needed in excess of \$35.00 must be reported in writing and approved by the Landlord.

YARD MAINTENANCE: Tenant (or the lower Tenant in the case of a two unit flat) is required to maintain the yard, landscaping, snow shoveling and cleaning up of the basement as a condition of this lease, with the exception of buildings with more than 3 units.

THE UNDERSIGNED TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

Dated: _____

Owner /Agent

Tenant

Tenant