

RESIDENTIAL LEASE

LEASE AGREEMENT, entered into between

Keith V. Strawn (Landlord), and

_____ (Tenant).

For good consideration it is agreed between the parties as follows:

1. **Location:** Landlord hereby leases and lets to Tenant the premises described as follows:

2. **Term:** This lease shall be for a term of _____ year(s), commencing on _____, 20_____.

3. **Rent:** Tenant shall pay Landlord the monthly rent of \$_____, payable monthly on the ____ day of each month in advance by deposit into Chemical Bank (account number 2448016093), or at such place as the Landlord may from time to time specify by written notice to you. Tenant shall pay a security deposit of \$_____ to be returned upon termination of this Lease and the payment of all rents due and performance of all other obligations.

In the event the monthly 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.

4. **Utilities and Services:** Tenant shall be fully responsible for all utilities and services: Tenant must pay promptly as they become due all charges for furnishing water, sewer, electricity, gas, garbage service, and any other public utilities or services to the premises during the lease term.

Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by repairs, improvements, or alterations of the building or the premises or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption--and any other inability on Landlord's part to fulfill Landlord's lease obligations resulting from any such cause--will not be considered an eviction or disturbance of Tenant's use and possession of the premises, or render Landlord liable to Tenant for damages, or relieve Tenant from performing Tenant's lease obligations.

5. **Tenant further agrees that:**

a) **Condition of Premises:** Upon the expiration of the Lease it shall return possession of the leased premises in its present condition, reasonable wear and tear, fire casualty excepted. Tenant shall commit no waste to the leased premises.

b) **Assignment or Subletting:** Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.

c) **Alterations:** Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.

d) **Compliance with Law:** Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises.

e) **Tenant's Conduct:** Tenant shall not conduct on premises any activity deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums.

f) **Pets:** Tenant shall not allow pets on the premises without prior written consent of the Landlord and having signed a pet agreement with the Landlord.

g) **Right of Termination and Re-Entry:** In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

h) **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.

I) **Maintenance, Repairs and 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 Tenant's 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.

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.

J) **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.

7. **Subordination:** This Lease shall be subordinate to all present or future mortgages against the property.

8. **Time of Essence:** Time is of the essence in this agreement.

9. **Indemnity:** Tenant will indemnify and hold Landlord and Landlord's property--including the leased premises--free and harmless from any liability for injury to or death of any person, including Tenant, or for damage to property

arising from Tenant's using and occupying the premises or from the act or omission of any person or persons, including Tenant, in or about the premises with Tenant's express or implied consent.

10. **Binding of Heirs and Assigns:** Subject to the provisions of this lease against assignment of Tenant's interest under this lease, all lease provisions extend to and bind, or inure to the benefit of, the parties to this lease and to every heir, executor, representative, successor, and assign of both parties.

11. **Rights and Remedies Cumulative:** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

12. **Choice of Law:** This agreement is to be construed under Michigan law. All obligations of the parties created under this lease are performable in Bay County, Michigan.

13. **Legal Construction:** If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this lease, which will be construed as if it had never included the invalid, illegal, or unenforceable provision.

14. **Prior Agreements Superseded:** This agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

15. **Amendment:** No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and duly executed by the parties.

16. **Additional Lease Terms:** _____

Signed this _____ day of _____, 20____.

IN WITNESS OF THIS AGREEMENT, the Landlord and Tenant execute this agreement as of the day and year first above written.

LANDLORD
Keith V. Strawn [Landlord]

By _____ [signature]
_____ [address]

TENANT

_____ [Print name of Tenant]

By _____ [signature]
_____ [address]