

RESIDENTIAL LEASE AGREEMENT

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 (the "Lease") is entered into on December _____, 2016, between **Michael Baker**, _____, Michigan 48_____ ("Landlord"), and **Luke Kaiser**, of _____ ("Tenant"), on the terms and conditions set forth below.

1. Basic Lease Provisions. The basic lease provisions are stated forth below and further explained in the section referenced to the right of each provision:

- | | | |
|-----|--|---------|
| (a) | Premises: 7549 Hillsdale Drive, Hale, Michigan 48739 | See §2 |
| (b) | Term: beginning December 10, 2016 and ending May 15, 2017 | See §3 |
| (c) | Rent: \$500.00 per month | See §4 |
| (d) | Security deposit: \$500 | See §5 |
| (e) | Number of occupants: one (1) | See §6 |
| | Names of persons who will occupy the Premises with the Tenant:
NONE | |
| (f) | Tenant shall be responsible for the utilities checked below: | See §17 |
| | _____ Garbage removal | |
| | _____ Water and sewer | |
| | _____ Gas | |
| | _____ Electricity | |
| | _____ Telephone | |
| | _____ Cable television _____ | |

2. Premises. The Tenant leases from Landlord the real property as referenced in section 1(a) (the Premises), together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for Tenant's use.

3. Term. The term of this Lease shall be for the term beginning and ending as stated in section 1(b). References in this Lease to the term of the Lease include any renewal terms. Tenant shall receive possession on the signing of the Lease.

4. Rent. Tenant shall pay Landlord at the address stated above or an address designated by Landlord, monthly rent installments as stated in section 1(c), payable in advance, on or before the first day of each month during the term of this Lease. Tenant shall pay the first monthly installment when Tenant signs the Lease, together with the Security Deposit. Tenant

shall pay Landlord a late fee of \$50 for each monthly installment not received by Landlord within five (5) days of its due date. This increase shall be considered additional rent and shall compensate Landlord for costs incurred because of late payments. Landlord's right to collect this additional rent shall be in addition to Landlord's right to take action under other provisions of this Lease for Tenant's default in paying rent. The Tenant shall pay all additional rent to Landlord promptly after the due date of the delinquent installment. All rent paid after the due date and payments to cover checks that have been returned for insufficient funds must be paid at the place designated for payment, by cashier's check, certified check, or money order.

5. Security deposit. On the signing of the Lease, Tenant deposited with Landlord a security deposit in the amount stated in section 1(d) (**not to exceed 1½ months' rent**) as a security deposit to reimburse Landlord for actual damages to the rental unit or ancillary facilities that directly result from conduct not reasonably expected in the normal course of habitation of a dwelling and to pay Landlord for all rent in arrearage or due for premature termination of this Lease by Tenant and for any of Tenant's utility bills not paid by Tenant. Tenant is liable for any balances remaining unpaid after Landlord applies the security deposit to such amounts.

COMMENCEMENT INVENTORY CHECKLIST: Landlord has furnished Tenant with two (2) copies of a Commencement Inventory Checklist. Landlord and Tenant must note on the Checklist the condition of the Premises and all of the property in the Premises. One copy of the Checklist must be returned to Landlord within seven (7) days of the date of occupancy. **FAILURE OF THE TENANT TO COMPLETE THE INVENTORY CHECKLIST WILL BE DEEMED AN AGREEMENT THAT THE UNIT AND THE OWNER'S PROPERTY IN THE UNIT WERE IN GOOD, CLEAN, UNDAMAGED AND SERVICEABLE CONDITION AT THE MOVE-IN DATE.** Prior to Tenant vacating the Premises, Landlord and Tenant shall meet to inspect the condition of the Premises to determine if any maintenance required by the terms of this provision has not been performed and to determine a resolution of any deficiency and Tenant shall provide an updated inventory Checklist to Landlord upon termination of its occupancy.

Tenant shall have provided written forwarding address information to the Landlord.

Michigan law provides that **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 TO SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES THAT RESULT FROM THAT FAILURE.**

The Security Deposit, less any deductions, with an itemized list of damages shall be returned to the Tenant within thirty (30) days of the termination of the Lease or the Landlord's receipt of the written notice of the Tenant's forwarding address, whichever is later.

IT IS SPECIFICALLY UNDERSTOOD THAT THE SECURITY DEPOSIT SHALL NOT BE CONSIDERED PREPAID RENT AND SHALL NOT BE APPLIED BY THE TENANT TO THE LAST MONTHS RENT.

6. Use. Tenant shall use the Premises solely as a single-family residence. No persons other than those listed at the end of this Lease shall occupy the Premises for more than seven days during the term of this Lease without prior written consent from Landlord. The maximum number of persons permitted to occupy the Premises is set forth in section 1(e). The names of all persons who will occupy the Premises are also set forth in section 1(e).

Tenant agrees that neither Tenant, nor a member of Tenant's household, nor any other person under Tenant's control will unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the Premises.

7. Condition of the Premises. Tenant acknowledges that no representations about the condition of the Premises or promises to alter or to improve the Premises before or during the term of the Lease have been made except as are specifically stated in this Lease, if any.

8. Maintenance, repairs, and damage of the Premises. Throughout the term of the Lease, Tenant shall maintain the Premises in good condition and shall allow no waste of the Premises or any utilities. Tenant shall be liable for any damage to the Premises or to Landlord's other property that is caused by the acts or omissions of Tenant or Tenant's guests. Tenant shall pay, on Landlord's demand, to replace any broken window glass on the Premises or any lost or broken keys.

9. Decorations and alterations. Other than hanging decorations on the walls with nails or other materials approved by Landlord, Tenant shall not alter or decorate the Premises without prior written consent from Landlord. Landlord's consent to a particular decoration or alteration shall not be deemed consent to future decorations or alterations. Tenant shall not remove any furnishings Landlord furnishes to Tenant, drive nails into the woodwork, or use any adhesive material on the walls without prior written consent from Landlord.

10. Assignments and subleases. Tenant shall not assign this Lease or sublease any part of the Premises, any such assignment or sublease shall be void.

11. Interruption of services. As long as the Premises are habitable and Landlord makes any repairs or improvements, if any required to be made by the Landlord by the terms of this Lease, within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the Premises shall not affect this Lease, reduce the rent, or be construed as an eviction.

12. Prohibitions. Neither Tenant nor Tenant's guests shall:

- a. install any equipment or appliances that, in Landlord's opinion, cause an unsafe condition on the Premises;

- b. accumulate refuse on or around the Premises that might pose a health hazard to Tenant or to Tenant's neighbors;

- c. allow any activity on or around the Premises that would result in an increase in fire insurance premiums for the Premises;
- d. permit any flammable liquids or explosives to be kept on or around the Premises;
- e. permit on the Premises any act that would injure Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;
- f. change or install any locks on the Premises or in the building where the Premises are located without written consent from Landlord;
- g. bring any water beds, floor safes, or other heavy objects on the Premises;
- h. bring any animals on the Premises without prior written consent from Landlord;
- i. unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the leased premises; or
- j. permit any laws to be violated on the Premises.

13. Access to the Premises. Tenant shall allow Landlord, and Landlord's agents, reasonable access to the Premises to inspect, repair, alter, or improve the Premises. Tenant shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the Premises to the extent permitted by law. Tenant shall allow Landlord or Landlord's agents to show the Premises to prospective Tenants at reasonable times during the 60 days before the term of this Lease expires and to prospective purchasers on reasonable notice to Tenant.

14. Vacation or abandonment of the Premises. If Tenant removes substantially all Tenant's property from the Premises, Landlord may immediately enter and redecorate the Premises without abatement of rent; and these acts shall not affect Tenant's obligations under this Lease. If Tenant abandons the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due.

15. Property loss or damage. To the extent permitted by law, Landlord and Landlord's agents shall not be liable for any damage to property or loss of property that is caused by theft or casualty on the Premises. Landlord recommends that Tenant obtain insurance to protect Tenant's personal property against such loss or damage.

INSURANCE/INDEMNIFICATION: The Tenant shall obtain and maintain "**renters insurance**" including general liability insurance coverages, **which name the Landlord as an additional named insured.** In the event of fire or other damage to the Premises or any personal property, the parties mutually waive their rights to subrogation and recovery against each other, their agents, employees or subleases, to the extent that they are insured or required by this Lease to carry insurance for such loss. The Landlord shall not be liable for any damage or injury to Tenant, or any other person or to any property, occurring on or about the Premises or any part thereof and Tenant agrees to indemnify,

defend and hold Landlord harmless for any claims for damages except for any negligent or willful acts of Landlord. In addition these provisions are accepted in the event that Landlord or Landlord's family in utilizing the property as permitted by this Lease cause any such damage.

16. Damage or destruction of the Premises. If a casualty partially destroys the Premises but they can be restored to a tenantable condition within 30 days, Landlord shall repair the Premises with reasonable dispatch; however, Landlord's obligation to repair the Premises shall be limited to the amount of insurance proceeds actually received by Landlord. Tenant's obligation to pay rent shall be suspended while the Premises are untenable. If a casualty damages the Premises to the extent that they cannot be restored to a habitable condition within 30 days, either party may terminate this Lease by giving the other party written notice within 15 days after the casualty. Landlord shall not be liable for any reasonable delay or for providing housing for Tenant during repairs.

17. Utilities. Tenant is responsible for the costs of the utilities and services for the Premises marked in section 1(f). Landlord is responsible for the payment of the cost of the services and utilities listed in that section and not marked for payment by Tenant.

18. Termination. When this Lease terminates, Tenant shall surrender possession of the Premises to Landlord in the condition they were in when they were delivered to Tenant, except for normal wear and tear. Tenant shall also return all keys for the Premises to Landlord.

19. Default and Landlord's remedies.

a. If Tenant defaults on any obligations under this Lease or misrepresents any information in the application for this Lease, Landlord may, on written notice to Tenant, terminate the Lease and enter the Premises as permitted by law; Tenant and any other occupants shall surrender the Premises to Landlord by the date stated in the notice. If Landlord terminates the Lease, Landlord may recover Landlord's expenses for enforcing Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statute; and rent for the rest of the term of the Lease shall immediately become due. Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice of default on Tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and actual attorney fees incurred by Landlord in enforcing Landlord's remedies shall be added to the amount of the arrearage as additional rent.

b. It is a violation of this lease if Resident, a member of Resident's household, or any other person under Resident's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance as defined by Michigan law anywhere on the leased premises, including the apartment or any part of the apartment building or common areas or facilities. Pursuant to Michigan law, if Resident violates this

provision, Owner may serve a written demand for possession for termination of this lease, giving Resident 24 hours' notice of the lease termination and demand for possession. Resident acknowledges that an order of eviction/writ of restitution may be issued by the court immediately after the entry of a judgment for possession. **Resident's initials:** _____.

c. **NO PERSONAL LIABILITY OF LANDLORD:** If Tenant shall receive a money judgment against Landlord relating to the Premises or Landlord's failure to perform any obligations under this Lease, such judgment shall be satisfied only out of the proceeds of sale of Landlord's interest in the Premises, and neither Landlord nor its agents or employees shall be held personally liable for any deficiency.

20. **Holding over.** Tenant may, with Landlord's permission, continue to occupy the Premises after the term of this Lease expires without renewing this Lease or signing another lease for the Premises. Such tenancy shall be on a month-to-month basis and subject to the provisions of this Lease, except that unless the parties both agree to a new written Lease that the monthly rent shall increase 10 percent from the rent for the last month of the term of the Lease, and Landlord may thereafter increase rent on 30 days' notice to Tenant.

21. **Notices.** Any notices under this Lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the recipient's last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date.

22. **Modifications.** No modifications of this Lease shall be binding unless they are in writing and signed by Landlord and Tenant.

23. **Whole agreement.** This Lease sets forth the entire agreement between Landlord and Tenant. There are no verbal or written agreements that are not contained in this Lease between the parties.

24. **Binding effect.** This Lease shall bind and benefit the parties to the Lease and their heirs, personal representatives, successors, and permitted assigns.

25. **Severability.** If any provision of this Lease is invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the provision to persons or circumstances other than those for which it is invalid, unlawful, or unenforceable are not affected.

26. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease

27. **Effective date.** This Lease is effective on the date first stated in this Lease.

TENANT

LANDLORD

INVENTORY CHECKLIST FOR 7549 Hillsdale Drive, Hale, MI 48739

You should complete this checklist, noting the condition of the rental property, and return it to the Landlord within 7 days after obtaining possession of the rental unit. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior Tenants.

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.

Landlord's name and address:

Michael Baker

Security deposit deposited at:

Name(s) of the Tenant(s)

Luke Kaiser Only

	MOVE-IN CHECKLIST	MOVE-OUT CHECKLIST
	Move-In Date: ____	Move-Out Date: ____
Kitchen	_____	_____
Refrigerator	_____	_____
Range & oven	_____	_____
Broiler	_____	_____
Range hood & fan	_____	_____
Sink & counter	_____	_____
Garbage disposal	_____	_____
Cabinets	_____	_____
Light fixture	_____	_____
Walls/ceiling & paint	_____	_____
Carpet/floor	_____	_____

Bathroom		
Bathtub/shower		
Sink & counter		
Medicine cabinet		
Vent fan		
Ceramic tile		
Light fixture		
Walls/ceiling & paint		
Carpet/floor		
Curtains or draperies		
Windows		
Closets		
Shelves		
Doors		
Toilet		
Other		
Bedroom No. 1		
Doors		
Windows & screens		
Light fixture		
Walls/ceiling & paint		
Carpet/floor		
Closets		
Curtains or draperies		
Furniture		
Shelves		
Other		
Bedroom No. 2		
Doors		
Windows & screens		
Light fixture		
Walls/ceiling & paint		
Carpet/floor		
Closets		
Curtains or draperies		
Furniture		
Shelves		

UTILITIES AND KEY INFORMATION

	Name of Utility	Date utilities notified
Gas company	_____	_____
Electric company	_____	_____
Water & sewer	_____	_____
Number of keys	_____	_____

TENANT:

LANDLORD:

ITEMIZED LIST OF CHARGES
RE: **7549 Hillsdale Drive, Hale, MI 48739**

Tenant : _____

Forwarding address : _____

Date list was mailed to Tenant: _____

CREDITS

Security deposit	\$ _____	
Other	\$ _____	
		TOTAL CREDITS
	\$ _____	

CHARGES

Rental arrearage	\$ _____
Rent due for premature termination of the Lease by Tenant	\$ _____
Tenant's utility bills not paid by Tenant	\$ _____

Damages to property and estimated cost of repair:

a. _____ \$ _____

b. _____ \$ _____

c. _____ \$ _____

d. _____ \$ _____

e. _____ \$ _____

TOTAL CHARGES

\$ _____

AMOUNT OWED TO TENANT (if charges are less than credits, Tenant is entitled to receive this amount) \$ _____

ADDITIONAL AMOUNT OWED TO LANDLORD (if credits are less than charges, Tenant owes this additional amount to Landlord) \$ _____

You must respond to this notice by mail within 7 days after receipt of it; otherwise, you will forfeit the amount claimed for damages.

RECEIPT FOR INVENTORY CHECKLIST AND LEASE

Tenant acknowledges receipt of two inventory checklist forms and a signed copy of the Lease for the Premises located at **7549 Hillsdale Dr, Hale MI 48739** . If one completed checklist is not returned to Landlord within seven days from this date, Landlord will assume that no real or personal property on the Premises is damaged or flawed in any respect.

TENANT:

LANDLORD:
