

Identification: This Lease Agreement is made and entered into on _____, 20____, by and between _____ "Landlord(s)" and _____ "Tenant(s)" Subject to the terms and conditions set forth in this Agreement, Landlord(s) rent to Tenant(s) and Tenant(s) jointly and severally lease from Landlord(s) the real property with a common street address of _____ "Property"

The parties hereto hereby agree as follows:

Term: The term of this Lease Agreement shall commence on _____, 20____, and shall expire at midnight on _____, 20____.

Possession: Tenant(s) shall take possession of the Property on _____, 20____.

Rent: Rent during the first year term will be \$_____ per month, payable in advance on or before the first day of each calendar month. Payment shall be made payable to _____ at _____, or at such other place as Landlord(s) shall designate.

Late Fee: There shall be a late fee of \$_____ if said rent is not received by the second day of each month for which rent has not yet been paid. Partial payment of a monthly installment does not abate said late fees. Tenant(s) shall pay a return check fee of \$_____ for any check that cannot be processed or that is returned unpaid or dishonored.

Utilities: Tenant(s) shall be responsible for and pay for the following utilities, _____ and these utilities shall be placed in the Tenant(s) name beginning on _____, 20____, and Tenant(s) agree to take any additional steps necessary to transfer these utilities to their name as may be required. Any other services, including but not limited to cable television, internet, and/or telephone, if desired, shall be the sole responsibility of the Tenant(s).

Option to Renew: If not in default or breach under this Lease Agreement or any other written agreement between the parties concerning the Property, Tenant(s) have the option to renew the term for one (1) or more additional years, by providing written notice of exercise of this option to the Landlord(s) thirty (30) or more days before expiration of the term being renewed. This option may be exercised ____ times, for a total of ____ years of tenancy, including the first year.

Holdover: Any holding over after the expiration of the term of this Lease Agreement shall be construed as creating a month-to-month tenancy, which shall be governed by all applicable terms of this Lease Agreement, except that the rent shall increase during the holdover period to \$_____ per month. Such month-to-month tenancy shall be terminated upon thirty (30) days written notice served by either party.

Assignment and sub-Letting: Tenant(s) shall not assign this Lease Agreement or sublet the Property, or any part thereof, without the express written consent of the Landlord(s).

Use: The Property may be used and occupied by the Tenant(s) and the following named occupant(s), _____ for residential purposes in any lawful manner, consistent with local, state and federal laws, provided that Tenant(s) do not conduct any business or trade from the Property. Any Tenant(s) violations of local, state or federal law concerning housing or the leased Property (including but not limited to, violations for too many occupants, maintaining an unlawful business enterprise, failure to maintain the Property or use of the Property for criminal purposes, etc.) will constitute a material breach of this Lease Agreement.

Medical Marijuana: Smoking or cultivating marijuana is NOT permitted. If Tenant(s), occupant(s) and/or guests smoke or cultivate marijuana on or in the property, this will constitute a material breach of this Lease Agreement.

Quiet Enjoyment: Tenant(s) shall enjoy the exclusive and peaceful possession of the entire Property during the term of this Lease (if the Property is a single unit dwelling), and exclusive, peaceful possession of the interior of the leased dwelling unit and non-exclusive peaceful possession of the yard, driveway(s), common areas and grounds associated with the Property (if the Property is a multi-unit dwelling), all subject to the Landlord(s) right to enter (as may be established under this Lease and Michigan law), for as long as Tenant(s) are not in default under or in breach of this Lease or any other written agreement between the parties concerning the Property and/or incorporating this Lease Agreement.

Pets: Tenant(s) may NOT have or keep pets or animals at or in the Property without written consent of the Landlord(s) and/or entry into a written Pet Agreement which, if executed, is deemed to be incorporated into this Lease by reference.

Personal Property: Tenant(s) hereby acknowledges that the personal property listed herein is being provided by the Landlord(s) in "As-IS" condition and agree to leave same upon vacating; _____

Maintenance: Tenant(s) hereby assume the duty to keep and maintain, and shall keep and maintain all sidewalks, walkways, porches, driveways and parking spaces on or about the Property free from snow, ice, and all other hazards, obstructions or potentially dangerous conditions. Tenant(s) shall keep, maintain (i.e., mow, rake, clean, etc.) all yard(s), grounds and landscaping so that the Property looks orderly and well cared for. Tenant(s) are responsible for any tickets or ordinance violations on account of the exterior appearance of the Property. Tenant(s) hereby release, indemnify and hold Landlord(s) and Real Estate Broker(s) harmless from all claims, damages or suits of any kind related in any way to the duties the Tenant(s) agree to assume in this Lease Agreement.

Condition: By executing this Lease Agreement, Tenant(s) accept the Property in its existing condition and acknowledge that the Property is in good order and repair, except as Tenant(s) may indicate on a Move-In Inventory Checklist. If damages are noted on the move in checklist and the parties otherwise agree, Landlord(s) shall make the following repairs or improvements at or near the time Tenant(s) takes occupancy or within a reasonable time thereafter; _____

Alterations: Tenant(s) shall maintain the Property in a clean and sanitary condition and shall surrender the Property, where applicable, in as good a condition as when received, ordinary wear and tear excepted. Tenant(s) shall not make any alterations, renovations, and/or otherwise redecorate the Property without the prior written consent of Landlord(s). Tenant(s) shall commit no waste in or on the Property.

Damage: Tenant(s) agree to be responsible and liable for any damage they have caused to the Property or damage caused by family members, guests, pets (if allowed under agreement with Landlord(s)), or invitees, reasonable wear and tear accepted. In all cases, Tenant(s) shall promptly report to Landlord(s) any safety hazards observed on and/or damage caused to or discovered on the Property. Landlord(s) may, upon discovery of damage to the Property and reasonable notice to Tenant(s), enter and make such repairs as are necessary to restore the Property to its original condition, and Tenant(s) shall reimburse the Landlord(s) for the total cost of any such repairs for which Tenant(s) are responsible. Repair costs are chargeable as rent due on the next monthly rental period that falls thirty (30) days after Landlord(s) provide Tenant(s) with notice of the amount of damages. Regardless of the cause of any damage, Landlord(s) retains the right to enter and make repairs, without notice to Tenant(s), in emergency situations, or where it is reasonably necessary to act quickly to prevent or remedy serious damage to the Property, adjacent property or personal injury.

Repair Expense: Tenant(s) shall be responsible for the first \$_____ for any general maintenance repair(s) and/or service call(s). Any repair(s) and/or service call(s) over said amount must be approved in writing by Landlord.

Uninhabitable: In case of damage by fire or other casualty to the Leased Property which render the Leased Property uninhabitable, this Lease Agreement shall be terminated and the rent shall be prorated for the number of days of occupancy. Any security deposit shall be returned consistent with this Lease Agreement and Michigan Law.

Access: Except in cases of emergency, Landlord(s) (or agents of Landlord) shall only enter the Property upon giving Tenant(s) reasonable advance notice, or upon consent of any Tenant(s), which shall not be unreasonably withheld. Landlord(s) reserve the right, for themselves and their agents or designees, to enter the Property or any part thereof, at any time, if emergency circumstances require fast action to repair, alter or take any action whatsoever relating to the safety, protection or preservation of the Property, neighboring property or persons on or about the Property.

Insurance: All Tenants are strongly encouraged to obtain renters insurance, and Tenant(s) hereby release the Landlord, and Landlord(s) heirs and assigns, Real Estate Broker(s) and all others with an interest in the Property, from all claims and all liability arising from loss, damage or injury to Tenant(s) or their property caused by fire, natural disaster, storm, flood, theft or caused by any other casualty to or occurrence on the Property.

Indemnification: Landlord(s) and/or Real Estate Broker(s) shall not be liable for any damage or injury occurring on or about the Leased Property to Tenant(s), Tenant(s) family members, pets, guests, trespassers or invitees, or to any personal property whatsoever that may be on the Property, except in the case of Landlord(s) grossly negligent breach of a duty imposed on the Landlord(s) by law, which is not waived or modified herein. Tenant(s) hereby agree to release, defend, indemnify and hold Landlord(s) and/or Real Estate Broker(s) harmless from and against any and all loss, costs, expense, damage or liability arising out of any accident or other occurrence on the Property or any part thereof, or in any common area, causing injury to any person or property, no matter how caused, except as stated above.

Default: Tenant(s) failure to pay rent when due, or failure to perform any obligations hereunder, shall constitute a default and material breach of this Lease Agreement. Tenant(s) have(5) or _____ days from the date of the default to cure it, by making payment, or taking or refraining from action as may be applicable under this Lease Agreement. If a default occurs and it has not been cured, Landlord(s) may terminate this Lease Agreement and regain possession of the Property in accordance with applicable law. If Tenant(s) shall be absent from the Property for a period of five consecutive days while in default, and have not provided Landlord(s) with a written notification of their intent to return, Tenant(s) may be deemed by Landlord(s) to have abandoned the Property. Recovery of the Property by Landlord(s) shall not relieve Tenant(s) of any obligation hereunder, and upon default, Landlord(s) may accelerate the rent due throughout the term of this Lease Agreement and demand immediate payment thereof. Tenant(s) shall be liable for the total accelerated amount of rent due hereunder, to the extent that Landlord(s) cannot re-lease the Property under terms substantially similar to this Lease Agreement. The courts of _____ County, Michigan, are the sole venues and fora for any disputes hereunder. Should Landlord(s) bring a legal action to evict Tenant(s) for non-payment of rent or any other default, Tenant(s) shall be liable for Landlord(s) reasonable attorney fees, as well as court costs and any judgment amount.

Early Termination: Michigan law provides that a tenant who has occupied the property for more than thirteen months may terminate the lease by a 60-day written notice to the landlord if either of the following occurs: (1) the tenant becomes eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides the landlord with written proof of that eligibility; or (2) the tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement. A tenant may likewise terminate any Buy-and-Sell Contract between the parties if the conditions in this section are met.

Michigan Law provides that:

NOTICE: “A tenant who has a reasonable apprehension of present danger to him or her or his or her children from domestic violence, sexual assault, or stalking may have special statutory right to seek a release of rental obligation.”

Security Deposit: As provided in Landlord and Tenant Relationships - Public Act 348 of 1972, in no event shall the total security deposit exceed 1 ½ months’ rent. Upon execution of this Lease Agreement, Tenant(s) shall deposit with Landlord(s) the sum of \$ _____, which shall be held by Landlord(s) as a security deposit for the faithful performance by Tenant(s) of their obligations hereunder. This security deposit shall be returned to Tenant(s) within 30 days of termination of this Lease Agreement and surrender by Tenant(s) of the Property (including return of all keys; final payment of all utility bills, removal of Tenant’s personal property and refuse), subject to Landlord(s) right to retain the security deposit, or a portion of it, for back rent, accelerated rent, damage to the Property beyond ordinary wear and tear, or any other purpose that may be allowed under Michigan law.

Michigan Law requires disclosure to Tenant(s) as to where the Landlord(s) will hold said security deposit. Tenant’s security deposit will be deposited at _____, located at _____.

Michigan Law provides that:

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.”

It is specifically understood that the security deposit shall NOT be considered prepaid rent and shall NOT be applied by Tenant(s) to the last months rent.

In case of damage to the rental unit or other obligation against the security deposit, the Landlord(s) shall, within 30 days after termination of this Lease Agreement mail the Tenant(s) an itemized list of damages including the estimated cost of repair, and if applicable a check for the difference between the damages claimed and the security deposit. Failure by Landlord(s) to provide notice within 30 days constitutes agreement by Landlord(s) that no damages are due and Landlord(s) shall immediately return the Tenant’s security deposit in full.

Landlord(s) notice to Tenant(s) will advise:

NOTICE: “You must respond to this notice by mail within 7 days after receipt of same, otherwise you will forfeit the amount claimed for damages.”

Failure by Tenant(s) to respond within 7 days constitutes agreement by Tenant(s). If Landlord(s) and Tenant(s) can not reach an agreement, then it’s the Landlord(s) responsibility within 45 days after termination of occupancy to take action in a court of competent jurisdiction.

Inventory Checklist: As required by Michigan Law, the Landlord(s) shall make use of inventory checklists both at the commencement and termination of occupancy which detail the condition of the rental unit for which a security deposit is required. At commencement of this Lease Agreement, the Landlord(s) shall furnish the Tenant(s) with 2 blank copies of an Inventory Checklist that shall include the following,

NOTICE: “You should complete the 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.”

Acknowledgement: The parties acknowledge National Realty Centers and/or any Agents of National Realty Centers have advised them of their right and responsibilities governed by “Landlord and Tenant Relationships Public Act 348 of 1972” and “Truth in Renting Act 454 of 1978”.

Lead-Based Paint: Tenant(s) acknowledges that prior to signing this Lease Agreement, Tenant(s) has received and reviewed a copy of the *Lead-Based Paint Landlord’s Disclosure Form* completed by the Landlord(s), the terms of which are incorporated herein by reference. Tenant(s) further acknowledges receipt of Lead-Based Paint booklet, “Protect Your Family from Lead in Your Home”.

Radon Gas / Mold Notice: Tenant(s) are hereby notified and understand that radon gas and some molds have the potential to cause serious health problems. Tenant(s) acknowledge that prior to signing this Lease Agreement; Tenant(s) were advised to obtain the services of a qualified and experienced professional to conduct inspections and tests regarding radon gas and mold. Tenant(s) does hereby release, indemnify, hold harmless and forever discharge the Landlord(s) and Real Estate Broker(s) from any and all claims, liabilities, or cause of action of any kind resulting from the presence of radon gas or mold in, on or around said Property.

Facsimile / Electronic Signatures: The parties agree that this Lease Agreement, and any counteroffer(s) or acceptance, may be delivered by use of facsimile or electronic means and that signatures, initials, and modifications (if any, and if signed and accepted by the parties) on facsimile or electronically transmitted documents are deemed valid and binding upon the parties as if the documents contained original signatures. The parties waive any Statute of Frauds defense to enforceability as a result of facsimile or electronic signatures. This Agreement may also be executed in counterparts and signed counterparts may be combined to make one Agreement, which shall be binding as if all signatures were on the same document.

Additional Terms: Tenant(s) knowingly assume all risks of injury suffered in the course of their actions regarding any allowable or allowed repair, maintenance or improvement to the Property. Landlord(s) and/or Real Estate Broker(s) shall have no responsibility or liability for the criminal acts of third parties or the Tenant(s) on or about the Property. Tenant(s) acknowledge and are aware that the Property, depending on its age, may have been built with, repaired with or retro-fitted with materials and under methods that were accepted at the time but that may not be allowable under current building codes and other laws, but are currently lawful under legal grandfather provisions of applicable law. Thus, in consideration the Lease Agreement amount and the other promises herein, Tenant(s) knowingly accept the risks of leasing and inhabiting the Property, and on behalf of themselves and any minors or others in their care, hold Landlord and Real Estate Broker(s) harmless from all claims relating to such hazards, including risks associated with pregnancy and exposure to hazards in the Property. Tenant(s) acknowledge that to the extent water is provided to the Property by any public utility or public body, public water lines often contain lead pipes, and public water may contain minerals or impurities that may affect everybody differently. Thus, Tenant(s) knowingly accept the risks of inhabiting the Property and consuming the water, and hold Landlord(s) and Real Estate Broker(s) harmless from such hazards, including risks associated with pregnancy and lead or other contaminants in the drinking water. Tenant(s) are responsible for installing, maintaining and/or replacing any tap water filters as needed or desired, and for maintaining the batteries in all smoke detectors or other detectors. Tenant(s) shall advise Landlord(s) immediately of any condition in or about the Property that appears to be in disrepair or unsafe. Landlord(s) and Tenant(s) acknowledge that Real Estate Brokers and Agents of National Realty Centers have made no representations concerning the condition or safety of the Property and agree to indemnify and hold them harmless from any claims related to this Lease Agreement or the Property in any way. Landlord(s) and Tenant(s) further acknowledge that this Lease Agreement form is provided as a service of National Realty Centers, that it is not drafted to address local ordinances specific to the location of the Property, and that the parties hereto have reviewed and modified this Lease Agreement as necessary to ensure it is appropriate for their intended transaction.

Entire Agreement: The foregoing constitutes the entire agreement between the parties concerning the Property and may not be modified except in writing, signed by both parties. If or where this Lease Agreement is incorporated by reference in or incorporates by reference any other agreement between the parties, a breach of any such incorporated agreement constitutes a breach of the other. If any provision herein is found to be invalid or unlawfully restrictive of Tenant(s) rights by a court of competent jurisdiction the remaining provisions of this Lease Agreement shall remain intact and the overly restrictive provisions, if any, including indemnification and release language, shall not be entirely stricken, but shall be interpreted to provide the Landlord(s) with the maximum extent of protection allowed by law.

Waiver: Failure of the Landlord(s) to insist upon the strict performance of any of the terms, covenants, agreements and conditions herein shall not constitute or be construed as a waiver or relinquishment of the Landlord(s) right thereafter to enforce any such terms, covenants, agreements or conditions.

Additional Conditions: The parties also agree to the following additional conditions: _____

Notice: Any notice which either party may, or is required to, give hereunder may be served personally or sent by first-class mail, postage prepaid, as follows:

- (a) to Tenant(s) at the Property
- (b) to Landlord(s) at _____
or at such other place as may be designated in writing by the parties from time to time.

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."

Acknowledgment of Funds: The sum of \$_____ has been received by the Landlord(s) from the Tenant(s) and shall be applied as follows:

Security Deposit:	\$ _____
Rent First Month:	\$ _____
Other:	\$ _____
Total:	\$ _____

Disbursement of Funds: Landlord and Tenant agree that said funds will be distributed as follows:

\$ _____	Payable to Landlord for security deposit
\$ _____	Payable to National Realty Centers
\$ _____	Payable to _____

Landlord(s) and Tenant(s) acknowledge that they have reviewed each clause of this Lease Agreement and affirm that they completely understand the meaning of and importance of each individual clause.

Tenant(s):

Date:

Tenant(s):

Date:

Landlord(s):

Date:

Landlord(s):

Date: