

late with rent payments. Chronic late payment means failing to pay rent by the due date on three or more occasions during this lease.

By initialing below, you acknowledge and agree to the terms in Section 1.

Initial	Initial

2. SECTION 2

2.1 REPORT TO CREDIT/TENANT AGENCIES

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report. However, If rent is paid on time a positive rating is submitted.

2.2 SECURITY DEPOSIT

Upon execution of this lease, the Tenant will deposit with the Landlord a sum in the amount of **\$0.00** , receipt of which is acknowledged by the Landlord, as security for the faithful performance of the requirements and obligations set forth in this lease, to be returned to the Tenant without interest on the full and faithful performance of by the Tenant of the provisions hereof. Tenant cannot use the security deposit during the occupancy, or term of the Rental Agreement for rent. Rent must be paid in full during occupancy and lease of the property. Landlord shall furnish, no later than 30 days after the Tenant has vacated the Premises, an itemized statement for the security deposit. Landlord may use/deduct security deposit funds for the damage, cleaning, legal expenses, cost of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys are issued and not returned or if tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. **ALL TENANTS ARE JOINTLY AND SEVERALLY LIABLE FOR THE SECURITY DEPOSIT.**

2.3 QUIET ENJOYMENT

The Landlord agrees that on paying the rent and performing the covenants provided herein, the Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. However, Tenant agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another resident or neighbor. Premises shall be used as a residence only. Operating a business from this property is prohibited without prior, express, and written approval from the Landlord and without first obtaining all requisite City, County, State and Federal permits, variances, business certificates, tax identification numbers, and other forms.

By initialing below, you acknowledge and agree to the terms in Section 2.

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3. SECTION 3

3.1 USE AND DAMAGE OF PREMISES

The demised premises shall be used and occupied by Tenant exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenable condition.

If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful

act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Tenant shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

3.2 NOISE AND NUISANCE

QUIET HOURS COMMENCE AT 10PM AND CONTINUE UNTIL 7AM. TENANT, guests, or other persons under Tenant's control shall not play upon or allow to be played any musical instrument, or operate or permit to be operated any phonograph, radio, television set, or other amplified sound system on the premises during quiet hours. No radio or sound system shall be operated in the Premises except at a low and acceptable sound level. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers and any type of firearm in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant plays musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of this Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenants agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the Landlord within five (5) days. Tenant(s) agree not to move in or out of Premises during quiet hours.

3.3 ASSIGNMENT AND SUBLETTING

Without the prior written consent of the Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent given by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent given to any subsequent assignment, subletting, concession or license. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this lease.

By initialing below, you acknowledge and agree to the terms in Section 3.

Initial	Initial

4. SECTION 4

4.1 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the buildings on the demised premises or construct any building or make any other improvements on the demised premises without the prior written consent of the Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and moveable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of the Landlord and remain on the demised premises at the expiration or sooner termination of this lease.

4.2 DANGEROUS MATERIALS

Tenant shall not keep or have on the lease premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

4.3 UTILITIES

Tenant shall be responsible for arranging and paying for all utility services required on the premises. Including but not limited to water, sewer, trash, gas and electric. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until the termination date, as evidenced by the property thirty (30) days' written notice. Tenant has an obligation to notify Landlord prior to any interruption of utility service to the Premises. Any damage or loss incurred due to Tenant's negligence to pay utility, abandonment, or to inform Landlord of shut off shall be at Tenant's Expense. Tenant further agrees to work directly with the appropriate utility company and to hold the Landlord harmless for charges incurred by Tenant. Landlord may from time to time require Tenant to pay for utility(s) directly to Landlord in addition to the rent payment. No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by the Landlord.

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4.4 PARKING

If Tenant is assigned parking space(s) on the Landlord's property, the parking space shall be used exclusively for parking of passenger automobiles and those approved vehicles listed on Tenant's Rental Application.

Tenant is hereby assigned or permitted to park only in the following area or space _____. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by Tenant or Tenant's guest(s). Tenant is responsible for oil leaks and other vehicle discharges for which Tenant shall be charged for cleaning if deemed necessary by the Landlord. Storage of boats, trailers, RVs, or any other vehicles other than those listed in the Rental Application are prohibited.

By initialing below, you acknowledge and agree to the terms in Section 4.

Initial	Initial

5. SECTION 5

5.1 MAINTENANCE AND REPAIR

Tenant will, at Tenant's sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the walks free from dirt, snow and debris; deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean; dispose of items of such size and nature as are not normally acceptable by the garbage hauler; keep the kitchen and bathroom drains free of things that may tend to cause clogging of the drains and shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks; and, at Tenant's sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Tenant's misuse, waste, or neglect or that of Tenant's employee, family, agent, or visitor, shall be the responsibility of the Landlord or Landlord's assigns. Tenant agrees that no signs shall be placed or painting done on or about the leased premises by the Tenant or at Tenant's direction without the prior written consent of the Landlord. **Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance with city ordinance. Tenant agrees to maintain lawn properly all times and tenant is solely responsible for any tickets and fines issued by city for not maintaining lawn.** Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of.

All service or repairs, which fall within the responsibility of the Landlord, shall be requested via Online Portal. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notifying Landlord:

1. **Smoke detector will not work when tested:** Test with approved smoke detector smoke spray, replace battery.
2. **Smoke Detector beeps:** Replace battery, check for property wire termination connection.
3. **No power to plugs or switches:** Check and retest breaker panel or replace blown fuses. Check and reset all GFCI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.
4. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord

- detailing circumstances of breakage.
5. Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service call as a result of failure to keep appointments with repairman.
 6. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
 7. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, cleaning or replacing furnace filters every month. Under no circumstances is Tenant to perform any electrical repairs.
 8. Carpet cleaning when it becomes soiled during tenancy.
 9. Maintaining normal insect/pest control.
 10. **Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks into drains.** Tenant agrees to pay for cleaning the drains of any and all stoppages, except those which the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.
 11. Routine cleaning of window coverings.

By initialing below, you acknowledge and agree to the terms in Section 5.

Initial	Initial

6. SECTION 6

6.1 RIGHT OF INSPECTION

The Landlord and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Landlord may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. **Landlord shall give 24 hours advance notice when possible and reasonable notice at all times and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs.** Landlord is permitted to make all alterations, repairs and maintenance that in the Landlord judgment are necessary to perform.

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6.2 MOVE-IN PROCEDURES

Tenant will notify Landlord of Tenant's proposed move-in date and will pay any fees that are associated with the move-in procedure. Tenant will be provided (7) calendar days after move-in to conduct an inspection via Zinspector of the premises and to note any deficiencies or inoperable appliances. Instructions will be provided by Landlord. **If no report is filed by the Tenant within this time period, it is assumed that there are no deficiencies in the property and that all appliances are in working and acceptable condition upon move-in.** It is strongly encouraged for the Tenant to conduct a thorough move-in inspection.

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6.3 MOVE-OUT PROCEDURES

Tenant will notify Landlord of Tenant's proposed move-out date Sixty (60) days in advance, and will pay any fees that are associated with the move-out procedures. Landlord will conduct an inspection of the premises within Thirty (30) calendar days of the expiration of the lease. Prior to the inspection, the Tenant shall:

- Change all air filters on furnace and air conditioning units.
- Use a professional cleaning service to have the Premises, including kitchen, bath, appliances, floors, walls and windows, carpet, and dryer vents cleaned and the trash removed. Tenant must provide a copy of a professional cleaning service receipt in order to satisfy this requirement. Failure to fulfill this obligation may result in cleaning fees being deducted from the security deposit.
- Replace all expired light bulbs.

If deficiencies are noted during the move-out inspection that were not noted in the move-in inspection, Landlord will conduct repairs that Landlord deems necessary to restore the condition of item(s) to pre-move-in condition and will deduct those expenses from the Tenant's security deposit. It is the Tenant's responsibility to leave with the Landlord a forwarding address and phone number in order to issue a refund of the Tenant's security deposit. If Tenant does not provide such forwarding address, Landlord will hold Tenant's security deposit for a term of not less than Sixty (60) days, after which, if Tenant fails to provide necessary contact information and if Landlord has no reasonable recourse through which to obtain a new address or phone number for the Tenant, Tenant forfeits the security deposit.

By initialing below, you acknowledge and agree to the terms in Section 6.

Initial	Initial

7. SECTION 7

7.1 WEAR AND TEAR GUIDELINES

Normal wear and tear shall be defined as follows: The physical deterioration that occurs with the normal use of the property, without negligence, carelessness, accident, or abuse of the premises or equipment by the Tenant, members of the Tenant's household or their guests. Tenant is not responsible for loss in value by normal use, deterioration, or depreciation in value by reasonable use. This specifically excludes items that are missing from the property at the termination of the occupancy. The definition of deterioration shall mean through natural causes, the sun, or the weather acting upon the structure, or the aging of the appliances and the mechanical equipment in the home.

7.2 ALTERATIONS

Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include but are not limited to: painting, wallpapering, and hanging of murals or posters. No nails, screws, or other fasteners may be nailed, screwed, or otherwise placed in the doors, exterior siding, or woodwork. Tenant agrees not to use tape or adhesives to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceedings caused by the Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding.

7.3 ANIMALS OR PETS

Tenant shall keep no domestic or other animal, fowl, fish, reptile, and/or pet of any kind on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the Landlord. Such consent, if granted, shall be revocable at the Landlord's option upon giving a thirty (30) day written notice. In all cases, Landlord has full discretion to approve or disapprove any pet for any reason other than for reasons as delineated by state or US federal laws shall be required. Any violation of said ordinances, by-laws, rules or regulations will be the full responsibility of the Tenant and any fees or disciplinary action taken by the City, County, or Condominium Association against either Tenant or Landlord due to pets will be the full responsibility of the Tenant to resolve. This includes paying for associated legal fees of both Tenant and Landlord, any repairs to the Property or common areas of a Condominium Association, and any other fees or dues associated with violation of the Pet Rules of the Condominium Association.

By initialing below, you acknowledge and agree to the terms in Section 7.

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8. SECTION 8

8.1 DISPLAY OF SIGNS

During the last thirty days of this lease, the Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchases or tenants, provided reasonable prior notice is given to the Tenant.

"Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The lessor of any interest in residential real estate is required to provide the Tenant/lessee with any information on lead-based paint hazards from risk assessments or inspections in the lessor's possession and notify the Tenant/lessee of any known lead-based paint hazards. For additional information, see the Environmental Protection Agency's site on Lead-Based Paint at <http://www.epa.gov>. The demised premises contained in this lease **were / were not** constructed before 1978 and **do / do not** fall under the provisions and restrictions of the Lead-Based Paint Act.

9.3 MEGAN'S LAW DISCLOSURE

Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides, or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff. The Tenant acknowledges that the Landlord and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration.

9.4 INSURANCE

Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. Landlord shall not be responsible for any of the Tenant's property lost or stolen either from the Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises, and Tenant assumes all responsibility for the security and safekeeping of any such property. Tenant benefit package info on personal loss can be found on our website at www.Nelsonpm.com

By initialing below, you acknowledge and agree to the terms in Section 9.

Initial	Initial

10. SECTION 10

10.1 LOCKOUTS

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved. Owners charge a fee of \$25 for providing this service between the hours of 8 a.m. and 6 p.m., Monday through Friday, excepting holidays, and a fee of \$50 for all other times. This fee is due and payable when the service is provided.

10.2 REASONABLE TIME FOR REPAIRS

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

10.3 DISCLOSURE OF LANDLORD/AGENT

The management company is Nelson Property Management. This company may be represented at various times by its employees or agents, who will carry identification. Management Company is authorized to act for and on behalf of the Owner for the purpose of receiving and receipting notices and demands and for the service of process and all other acts which Landlord could or would do if personally present. The address for the Management Company is 32631 Utica Rd. Fraser, MI 48026 and phone number is 586-294-6800.

10.4 COMPLIANCE WITH CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

This property is / is not (check one) subject to the rules and regulations of a Condominium or Homeowner's Association. Tenant agrees to abide by the Condominium/Homeowner's by-laws, rules, and regulations as set for by the Condominium/Homeowner's Association.

Tenant is welcome to participate with the Board of Directors of the Condominium/Homeowner's Association or any element of the management of the property as a collective as long as they do not represent themselves as an owner of the property. As a Tenant, they will not be eligible to vote in the Association, but may participate to the extent that they wish to do so. By signing this Addendum, Tenant agrees that they have received, read, and agree to abide by the applicable Condominium/Homeowner's Association General Rules and Regulations.

By initialing below, you acknowledge and agree to the terms in Section 10.

Initial	Initial

11. SECTION 11

11.1 NOTICES

All notices to Tenant shall be served at Tenant's premises and all notices to Landlord shall be served at:

Nelson Property Management
32361 Utica Rd.
Fraser, MI 48062

11.2 MONEY DUE PRIOR TO MOVE-IN

The following fees and rents are due by the Tenant to the Landlord prior to move-in or assumption of the demised premises:

\$ 0.00 Security Deposit

\$ 1,000.00 First Month's Rent

\$ 75.00 Admin Fee

Total: \$ 75.00

Full payment of the above amount must be received by Landlord prior to move-in. All payments are to be made payable to: Nelson Property Management via it's online portal.

By initialing below, you acknowledge and agree to the terms in Section 11.

Initial	Initial

12. Addendum to Lease Agreement

12.1 ADDENDUM

This addendum to be part of and incorporated thereto in the attached Lease Agreement dated for the property located at

**32631 Utica Rd
Fraser MI
48026**

The following is/are to be considered part of the above referred Residential Lease Agreement:

PIPE-FREEZE PREVENTION: If Tenant plans to be away from the premises for any length of time, the heat must be left on during the cold season and the windows closed to avoid broken pipes and water damage.

SLEEPING ROOMS: Basements, attics, and other rooms must not be used as sleeping rooms as they do not comply with the local ordinance for windows, minimum square footage, exits, and ventilation. This is meant to protect Tenant's health and safety.

TENANT BENEFIT PACKAGE: \$30.00 of each rent payment is applied to the tenant benefit package which includes: Renter insurance, credit reporting, 24 hour service portal.

13. Sign and Accept

13.1 JOINTLY AND SEVERALLY

The undersigned Tenants are jointly and severally responsible and liable for all obligations under this agreement. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

13.2 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Landlord and Tenant. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. IN WITNESS THEREOF, the parties have executed this lease on the day and year first written above.

NOTICE: State law establishes rights and obligations for parties to a rental agreement. This agreement is required to comply with the Truth in Renting Act or applicable Landlord Tenant Statute or code for your state. If you have a question about the interpretation or legality of a provision of this document, you may want to seek assistance from a lawyer or other qualified person.

By signing below, you acknowledge and agree to the terms in Section 13.

X _____

X _____

X _____
Landlord