

LEASE FOR \_\_\_\_\_ DATE \_\_\_\_\_

1. Lease term: 9 months less 2 days commencing on August 7, 2016 and ending at 12:01 a.m. on May 5, 2017.
2. Lessee agrees to pay Hagan Realty, Inc. \$ \_\_\_\_\_ less any earned discounts, for the full lease term. Rent will be paid as follows: \$ \_\_\_\_\_ due by the \_\_\_\_\_ of each month or the next business day. A rent discount of \$75.00 per month will be given if rent is paid by the rental due date. A returned payment of any type for any reason shall result in a \$50.00 fee and loss of any applicable discount. Money received by lessor from lessee(s) shall be applied as follows: first to maintenance and repair costs chargeable to lessee(s), second to outstanding utility and other invoices chargeable to lessee(s), third to unpaid late fees, returned check fees and other fees owed by lessee(s), fourth to court and legal fees chargeable to lessee(s), fifth to deposits or portions thereof due from lessee(s), sixth to rent.
3. Lessee(s) agree to pay \$ \_\_\_\_\_ which sum shall be a good faith deposit and be retained as liquidated damages if lessee fails to pay a total good faith deposit of \$ \_\_\_\_\_ by 2-25-2016. The good faith deposit will become a security deposit upon occupancy and the receipt of at least the first month's rent. In the event these premises are leased to a family or more than one tenant, all lessees agree that lessor may nominate and appoint one or more of the lessees to be their agent for future matters related to the security deposit and the return thereof. If lessee(s) re-sign a new lease for this property, all deductions from this lease period's security deposit will be deducted from the portion returned to the lessee(s) that have not re-signed a new lease on this property. Joint and several tenant liability still applies to said deductions. "Portion" in this clause is equal to the total security deposit divided by the total number of lessees.
4. A prepaid non-returnable cleaning fee of \$ \_\_\_\_\_ will be paid before 2-25-2016.
5. Tenant acknowledges they have received and reviewed a copy of the *Lead Based Paint Landlord's Disclosure Form* completed by the Landlord on 1-15-2016; terms of which are incorporated herein by reference.
6. **NOTICE: MICHIGAN LAW ESTABLISHED 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 LAWYER OR OTHER QUALIFIED PERSON.**
7. **NO PETS OR VISITING PETS.** \$100 fine for each day a violation occurs. Lessee will forfeit security deposit and face eviction if they have a pet. Cats, dogs, and any other pet at lessor's sole discretion are prohibited.
8. **Entry:** At reasonable times during the lease the lessor may enter the premises for purpose of inspection, cleaning or repair or to show the same to prospective new tenants. Lessor may retain a key to all doors.
9. **Utilities:** Lessee shall furnish utilities for the entire lease term. Lessor shall not be liable for damages for failure to furnish utilities or service occasioned by strike, breakage of equipment, failure of source of supply, acts of nature, or by any act or cause beyond control of the lessor. Rent will not be adjusted due to failure of equipment where such is beyond lessor's control. Lessor not responsible for service, equipment or lines for phone, cable or internet. No satellite dish can be installed. Lessee will provide and install light bulbs.
10. Only furnishings belonging to the owner now in the unit will be provided. Furnishings will not be repaired or replaced except for appliances owned by lessor. Lessor does not provide blinds or window treatments of any kind.
11. **Non assignment:** Lessee may not lease, sublet or assign said premises without advanced written consent of lessor.
12. **Joint and several liability:** Lessee agrees to be Jointly and Severally liable for the payment of rent and for the performance of all terms and conditions of this rental agreement. Joint and Several liability means that each person who signs this rental agreement agrees to be liable for his/her individual share of liability and, in addition, agrees to be liable for the liability of all other persons who sign this rental agreement. A judgment against one lessee shall not prevent action against the other lessees. The term "lessee" as used herein shall mean "lessees".
13. Lessor may display any type of advertising; political or other signs, on the premises.
14. Any bill/invoice received from Lessor during lease period shall be paid by lessees within 10 days of receipt.
15. Accessory structures, garages, sheds etc., will be used by lessor exclusively with no reimbursement to lessee for utility cost. Lessee may not turn breaker off to accessory structure.
16. Lessee has read and agrees to abide by this lease and acknowledges that violation of any provision in this agreement is sufficient to give rise to lessor's right to take legal action provided for by the laws of the state.
17. No more vehicles will be allowed in provided parking than the number of unrelated people the unit is licensed for. Lessee must provide a valid state issued ID, phone number, email address and license plate.
18. Only legally habitable rooms may be used for sleeping.
19. Any fee, ticket, re-inspection charge, etc., charged to lessor by the City for any lessee controlled problem will be paid by lessee within 10 days of being notified of said charge. Lessee will pay lessor \$50.00 to inspect the property after receipt of a P.A.C.E. violation notice. Lessee will pay lessor an additional minimum of \$35.00 to correct any trash/litter remaining on the property. Lessee shall be responsible for violations/tickets resulting from their actions or actions of guests at the property, including those issued before the start or after the end of the lease.
20. Lessees agree that if their actions (or the actions of their guests) cause this unit's license to be suspended, revoked, or to have terms and conditions imposed by the City, tenants will move out of the unit and continue to pay full rent until the license is fully restored. Any conviction for a civil infraction noise violation will result in a \$500.00 charge to the lessees. There will be a \$750.00 charge to the lessees if convicted of a misdemeanor noise violation. Upon occupancy, existing terms and conditions apply to lessees.
21. Lessee shall not alter any lock or install a lock. A charge of \$50.00 will be made for each violation of this lease provision. Lessor will install bedroom locks for \$20.00. Said locks to remain in the unit.

22. No interior or exterior alterations, painting, or redecorating may be done to the unit without written approval of lessor. Lessee may not install or use additional major appliances such as washers, dryers, freezers, refrigerators of any size, portable dishwashers, window air conditioners, etc. Lessor, at its option, may, upon discovery of damage to the premise, make such repairs as are necessary to restore the premise to their original condition, and lessee shall reimburse lessor for the total cost of any such repairs for which lessee is responsible hereunder.
23. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no tampons, sweepings, rubbish, rags, flushable wipes, paper towel or any other articles shall be put into them. Any damage resulting from misuse of such facilities shall be the lessee's responsibility.
24. It is agreed that the maintenance and replacement of the trash can(s) is the responsibility of the lessees.
25. If a provision of this lease violates any Michigan statute the provision shall be considered void and severed from the lease and the balance of the lease shall remain in full force and effect.
26. Premises may not be used in any part for growing or providing medical marijuana or any other illegal substance.
27. Smoke detector maintenance is the responsibility of the lessee including battery replacement. Pump Alarm to remain plugged in at all times with no reimbursement to Lessee. Tampering with Pump Alarm is a violation of the lease and any cost associated with tampering is the sole responsibility of the Lessee.
28. Furnace filters shall be supplied by lessee and lessee shall change said filters at proper intervals.
29. Lessor shall maintain yards, sidewalks, landings/stairs and interior common areas as needed. Lessee is responsible for using salt on exterior landings/stairs and for snow removal in between/behind parked vehicles in designated parking area. Lessor will provide shovel and salt as needed.
30. Lessor and its employees or agents or any of them shall not be responsible or liable to lessee for any loss or damage that may be occasioned by or through the acts or omissions of other lessee, their guests or invitees, occupying any other part of the building of which said rented premises are a part, or of persons who are trespassers in said building or for any loss or damage resulting to the lessee or lessee's property from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever. Lessees are advised to procure a tenant's homeowners insurance policy, said policy shall contain a waiver of subrogation clause as applies to the lessor. Lessor shall not be liable to lessee or his invitees for any loss whatsoever which lessee or his invitees may sustain by way of damage to personal property growing out of any cause or causes whatsoever, including by way of example, without limiting the generality of the foregoing, loss suffered by fire, regardless of origin, loss from vermin or bugs of any kind and description and loss from wind, rain, moisture or other elements.
31. If lessee shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason whatsoever, lessor shall not be liable in damages to the tenant, but during the period the tenant shall be unable to occupy said premises as herein before provided, the rent therefore shall be abated. Lessor shall be the sole judge when premises are ready for occupancy.
32. No noise, music or other sounds, smoking, or other conduct, shall be permitted at any time in such a manner as to disturb or annoy occupants of the building or nearby buildings.
33. Premises shall be occupied and all rents shall be paid only by undersigned lessees.
34. Lessor may remodel during regular business hours with no reimbursement to lessees, including utilities.
35. Properties where (1) or more lessee(s) have re-signed; no part of the property will be painted, cleaned, or have carpets steam cleaned by lessor and no reimbursement will be given.
36. Lessees and/or guests may not be on roof of premise or garage or have furniture/items on either. \$100/day fine for every day a violation occurs. Lessees responsible for any damage to said roof. Grills may not be used on porches.
37. Lessees acknowledge receipt of: Lease, Inventory Checklist (2), Security Deposit Information Notice, Agency Disclosure Form, East Lansing Lease Addendum, Lead Based Paint Disclosure Form, pamphlet "Protect Your Family From Lead in Your Home", Noise Violation Information, Mold/Mildew addendum and a parking plan.
38. **Special provisions: BUILDING IS LICENSED FOR 14 UNRELATED or a family.**  
 If more than \_\_ person(s) reside in the unit, lessor may terminate this tenancy or assess additional rent of \$\_\_\_\_ per month for each additional person(s), up to a total of \_\_\_\_\_. Additional lessees will be allowed at lessor's sole discretion. All bikes must be locked to the bike rack. Parking assigned per received parking plan. Owner to pay for gas, water/sewer, and trash containers. Central thermostat in building shall be set at approximately 68 degrees (except units 1 & 2) during cold months and 76 degrees during warm months. Certain units may need to close registers to adjust temperature to their comfort level, however when heat or air conditioning is being used lessee may not leave windows open to control temperature within their unit. Units 1 & 2 will need to utilize the electric baseboard heat to reach a temperature of 68 degrees during most cold months. Lessee is responsible for cost of electricity for baseboard heat and other supplementary heat source utilized by lessee to achieve their comfort level. Coin operated washer/dryer for lessees use is located at 134 Durand.

Lessee:	Signature	Print Name