

# Hagan Realty Inc.

Send payments to: (please write your address on your check)

927 E. Grand River Ave. Suite 11 • East Lansing, MI 48823 • Mon - Fri 8:00 - 5:00 • www.hrrentals.com • 517-351-0765

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

1. Lease for a term of ONE YEAR LESS 10 DAYS commencing on May 13, 2012 and ending at 12:01 a.m. on May 3, 2013.
2. Lessee agrees to pay \$ \_\_\_\_\_ less any earned discounts, for the full lease period. Rent will be paid as follows: \$ \_\_\_\_\_ due by May 1, 2012, \$ \_\_\_\_\_ due by September 1, 2012, \$ \_\_\_\_\_ due by January 1, 2013 or the next business day. A rent discount of \$300.00 will be given if the rent is paid by the rental due date and by a single check. A check returned for any reason shall result in a \$50.00 fee and may result in the loss of the rent discount.
3. Lessee agrees 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 1-15-2012. 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) resign 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 resigned a new lease. 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 1-15-2012.
5. Tenant acknowledges that prior to signing this Lease, Tenant has received and reviewed a copy of the *Lead-Based Paint Landlord's Disclosure Form* completed by the Landlord on 9-26-2011, the 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.** A \$100.00 charge will be made for every day a violation occurs, to be paid within 7 days of notification; lessee will forfeit security deposit and may be evicted if they have a pet.
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. 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 is not responsible for phone, cable or internet. No satellite dish can be installed without lessor's written permission. Lessee will provide and install light bulbs.
10. Only those 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 window treatments.
11. **Non assignment:** The lessee agrees not to lease, sublet or assign any part of said premises without the advance written consent of lessor.
12. **Joint rental responsibility:** The term "lessee" as used herein shall mean "lessees" whenever this agreement is jointly and severally liable for rental payments and that each lessee shall be individually liable for any and all rental payments and all lessees shall be liable for all payments due.
13. **Storms and screens** will be provided where needed. Lessees agree to maintain and install and/or change all screens, storm doors and windows. Storms and screens shall be in good condition upon occupancy. Any damages during lease period shall be paid by lessees within 10 days of receiving bill for said damages.
14. **Accessory structures, garages, sheds etc.,** will be used by lessor exclusively.
15. 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.
16. **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 phone number, email address and license plate (if applicable).
17. Only legally habitable rooms may be used for sleeping.
18. 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 on the premise. Lessee will pay lessor an additional minimum of \$35.00 to correct any trash/liter remaining on the property.
19. 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.
20. 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.

21. 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 any additional major appliances such as washers, dryers, freezers, refrigerators of any size, portable dishwashers, window air conditioners, etc...
22. 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 or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by the lessee.
23. It is agreed that the maintenance and replacement of the trash can(s) is the responsibility of the lessees.
24. 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.
25. Premises may not be used in any part for growing or providing medical marijuana.
26. Smoke detector maintenance is the responsibility of the lessee including battery replacement.
27. Furnace filters shall be supplied by lessee and lessee shall change said filters at proper intervals.
28. The lessee shall maintain the yards and walks of the premises surrounding the dwelling unit, including mowing the grass, litter control, raking leaves, and the removal of snow from the walks and drives. During the three university holidays; Thanksgiving, Christmas, and Spring Break, lessor will attempt to shovel walks as needed and required by the City of East Lansing. Cost of said work to be billed and paid for by lessee within 10 days of receiving the bill. To opt-out of this service, you must provide written/emailed confirmation to lessor by November 15th, 2012. By opting out you are opting out of all three periods.
29. The landlord and its employees or agents or any of them shall not be responsible or liable to the tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants, their guests or invitees, occupying any other part of the building of which the said rented premises are a part, or of persons who are trespassers in said building or for any loss or damage resulting to the tenant or his property from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever. Tenants are advised to procure a tenant's homeowners insurance policy which policy shall contain a waiver of subrogation clause as applies to the landlord. Landlord shall not be liable to tenant or his invitees for any loss whatsoever which tenant 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 every kind and description and loss from wind, rain or other elements.
30. It is understood that if the Tenant 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, the Landlord 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. The landlord shall be the sole judge when premises are ready for occupancy.
31. No noise, music or other sounds, or conduct, shall be permitted at any time in such a manner as to disturb or annoy occupants of the building or nearby buildings.
32. Premises shall be occupied and all rents shall be paid only by undersigned lessees.
33. Lessor may remodel during regular business hours with no reimbursement to lessees, including utilities.
34. Properties where lessee(s) have resigned will not be painted, cleaned, or have carpets steam cleaned by lessor and no reimbursement will be given.
35. A copy of the Lease, Inventory Checklist (2), Security Deposit Information Notice, Agency Disclosure Form, East Lansing Lease Addendum, Lead Based Paint Landlord's Disclosure Form, the pamphlet "Protect Your Family From Lead in Your Home", Noise Violation Information, the Mold/Mildew addendum and a parking plan have been received by lessees.
36. Special provisions: **PROPERTY IS LICENSED FOR \_\_\_\_\_ UNRELATED or a family.**

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Lessee:	Signature	Print Name