

LEASE FOR \_\_\_\_\_ East Lansing, MI 48823 ("Premises"). DATE \_\_\_\_\_

Lease term:

One year less 10 days commencing on May 13, 2018 and ending at 12:01 a.m. on May 3, 2019.

1. Lessee agrees to pay Hagan Realty, Inc. \$ \_\_\_\_\_ less any earned discounts, for the full lease term.  
Rent to be paid in three installments: \$ \_\_\_\_\_ due by May 1, 2018, \$ \_\_\_\_\_ due by September 1, 2018, \$ \_\_\_\_\_ due by January 1, 2019 or the next business day.  
A rent discount of \$300.00 per installment 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. Fees associated with online payments are the sole responsibility of the Lessee. Said fees do not apply toward the total rent or invoice amount due to Lessor.
2. 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 1-15-2018. 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 Premises, all deductions from this lease period's security deposit will be deducted from the portion eligible for return to the Lessee(s) that have not re-signed a new lease on this Premises. 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.
3. A prepaid non-returnable cleaning fee of \$ \_\_\_\_\_ will be paid before 1-15-2018.
4. **Security Deposit Notice:** In accordance with Act No. 348 of the Michigan Public Acts of 1972, your security deposit will be secured by surety bond, issued by Bankers Insurance Company. All communications regarding this lease should be mailed to: Hagan Realty, Inc. at 927 E. Grand River Ave. Suite 11, East Lansing, MI 48823.  
**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD WILL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**
5. **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 Lessors sole discretion are prohibited.
6. **Entry:** At reasonable times during the lease the Lessor may enter the Premises for purpose of inspection, cleaning, repair or to show Premises. Lessor may retain a key/code to all doors. Lessee must provide Lessor with up to date access code to security system if applicable. Lessee responsible for any damage from said security system.
7. **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 Lessors control. Lessor not responsible for service, equipment or lines for phone, cable or internet. No satellite dish can be installed.
8. Lessees shall maintain a minimum temperature of 60 degrees inside the Premises in order to prevent freezing/breakage of water pipes. At no time shall Lessees turn off the furnace. Damages due to freezing/breakage of water pipes and any subsequent damage shall be the responsibility of the Lessees.
  9. Only furnishings belonging to the Lessor now in the Premises will be provided. Lessor is not responsible for furnishings accepted by Lessees from previous Lessees or those belonging to the current Lessees.
  10. Lessor does not provide or install light bulbs, blinds or window treatments of any kind.
  11. Non assignment: Lessee may not lease, sublet or assign Premises without prior 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 Lessees 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. Accessory structures, garages, sheds etc., will be used by Lessor exclusively with no reimbursement to Lessee for utility cost. Lessee may not turn power off to accessory structure.
  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 Lessors right to take legal action provided for by Michigan law.
  16. No more vehicles allowed in provided parking than number of unrelated people Premises is licensed for. Lessee must provide valid state issued ID, phone number, email address and vehicle info at lease signing.
  17. **Over Occupancy/Illegal Use of Space:** Only legally habitable rooms may be used for sleeping. Lessor will not condone over occupancy or illegal use of space. Any indication of such will prompt a complaint letter to the City of East Lansing. Fines of \$1,000 per day may be assessed against each Lessee for each day a violation occurs.
  18. Any fee, ticket, re-inspection charge, etc. for any Lessee controlled problem shall be paid by Lessee within 10 days of being notified of said charge. Lessee will pay Lessor \$50.00 to inspect the Premises 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 Premises. Lessee shall be responsible for violations/tickets resulting from their actions or actions of guests at the Premises, including those issued before the official start date or after the end date of the lease. All invoices issued by Lessor will include additional administration fees.
  19. Lessees agree that if their actions (or actions of their guests) cause Premise's license to be suspended, revoked, or to have terms and conditions imposed by the City, Lessee will move out 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 Premises. If Lessee is locked out of the Premises or a bedroom Lessor may charge a fee, both during and after business hours, to unlock the door. Lock out/emergency service is not available 24 hours a day.
  21. No interior or exterior alterations, painting, or redecorating may be done to the Premises 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.
  22. Lessor, at its option, may, upon discovery of damage to the Premise, make repairs as necessary to restore the Premise to Lessors standards, and Lessee shall reimburse Lessor for the total cost of any such repairs for which Lessee is responsible hereunder.
  23. Water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they are designed; no tampons, sweepings, rubbish, rags, flushable wipes, paper towel or any other articles shall be put into them. Damage resulting from misuse of facilities shall be Lessees responsibility.
  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/providing medical marijuana or any illegal substance.
26. Smoke detector maintenance is Lessee's responsibility, 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. Cost associated with tampering and battery replacement is the sole responsibility of the Lessee.
27. Furnace filters shall be supplied by Lessee and Lessee shall change said filters at proper intervals.
28. Lessee shall maintain yards/walks/drives on the Premises, including mowing grass, litter/trash control, leaf raking, and snow removal. If Premises receives a ticket for snow/ice on City sidewalk Lessor may maintain City sidewalk for remainder of lease at Lessee's expense. During university holidays; (Thanksgiving/ Christmas/Spring Break), Lessor will attempt to shovel walks as required by the City of East Lansing. Lessee is responsible for cost of said work. To opt-out of this service, Lessee must provide written/electronic confirmation to Lessor by 11-9-18. By opting out Lessee is opting out of all 3 periods.
29. Lessor, its employees and/or its agents shall not be liable for any loss or damage that may be occasioned by or through the acts or omissions of other Lessees, their guests or invitees, occupying any other part of the Premises of which said Lessee's Premises are a part, or of persons who are trespassers on said Premises 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.
30. Lessees are advised to procure a renters 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 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 Lessee, but during the period the Lessee 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 is 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 Lessee's of the Premises or nearby Premises.
33. Premises shall only be occupied by Lessee's and all rents shall only be paid by undersigned Lessee's.
34. Lessor may remodel during regular business hours with no reimbursement to Lessee's, including utilities.
35. **Early Move In:** Lessee's agree that if any or all Lessee's move into the Premises prior to the official start of the lease, Lessee's accept the property "As Is" with regards to cleaning and painting with no reimbursement to Lessee's. If Lessor indicates on Lessor's website, [www.hrrentals.com](http://www.hrrentals.com), that the Premises has been completed Lessee may move in prior to the start of the lease. If Lessee's are not satisfied with the condition of the Premises all keys must be returned to Lessor the same day they were received and no items may be placed in the Premises. Touch up cleaning deemed appropriate by Lessor will be completed at Lessor's convenience prior to the official start of the lease.
36. No part of the Premises will be painted, cleaned, or have carpets steam cleaned by Lessor and no reimbursement will be given when (1) or more Lessee(s) have re-signed the Premises.
37. Lessee's 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. Lessee's responsible for any damage to said roof.
38. Grills must be kept a safe distance from all structures located on the Premises in order to prevent damage and/or fire. Grills may not be used on porches or balconies.
39. **Agency Disclosure:** Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. Michigan law requires real estate licensees who are acting as agents of sellers (Lessor/Owner) or buyers (Tenants/Lessee) of real property to advise the potential sellers (Lessor/Owners) or buyers (Tenant/Lessee) with whom they work of the nature of their agency relationship. The undersigned hereby disclose that the agency status I/we have with the Lessor/Owner and/or the Tenant/Lessee is: Lessor/Owner Agency. A Lessor's/owner's agent acts solely on behalf of the Lessor/Owner of the property. An owner can authorize a Lessor's/Owner's agent to work with subagents, Tenant or Lessee's agents and/or transaction coordinators.

A subagent is one who has agreed to work with the Lessors/Owners agent, and who, like the Lessors/Owners agent, acts solely on behalf of the Lessor/Owner. Lessors/Owner's agents and subagents will disclose to the Lessor/Owner all known information about the Tenant/Lessee which may be used to the benefit of the Lessor/Owner. By initialing below Lessees confirm that they have read the information regarding agency disclosure and that this form was provided before the disclosure of any confidential information specific to the potential Owner/Lessor or Tenant/Lessee.

Lessee Initials \_\_\_\_\_

**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.**

40. Lessees acknowledge receipt of: Lease, Inventory Checklist (2), East Lansing Lease Addendum, Lead Based Paint Disclosure Form (completed by lessor on 9-21-17), "Protect Your Family From Lead in Your Home" pamphlet, Noise Violation Information, Mold/Mildew addendum, Move-In letter, and parking plan.

41. **PROPERTY IS LICENSED FOR** \_\_\_\_\_ **UNRELATED or a family.**

42. Other provisions:

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Lessee(s):	Signature	Print Name

\_\_\_\_\_ **Agent, Hagan Realty, Inc.**