

LEASE FOR _____ East Lansing, MI 48823 (“Premises”).

DATE _____ (“Effective Date”)

Lease term: The lease term consists of three (3) rental periods (“Rental Periods”) equal to One year less 3 days commencing on May 10, 2020 and ending at 12:01 a.m. on May 7, 2021.

1. **Rent.** The undersigned, (“Lessee(s)”), agree to pay Hagan Realty, Inc. (“Lessor”) \$ _____ less any earned discounts.

Rent to be paid in installments for each Rental Period: \$ _____ due by May 10, 2020; (there shall be no occupancy by any individual Lessee until this installment is paid in full); \$ _____ due by September 1, 2020; \$ _____ due by January 1, 2021, or the next business day.

A rental discount of \$300.00 per installment for each rental period 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 owned by Lessee(s); fourth to court and statutory legal fees chargeable to Lessee(s); fifth to deposits or portions thereof due from Lessee(s); and sixth to rent. Fees associated with online payments are the sole responsibility of the Lessee(s). Said fees do not apply toward the total rent or invoice amount due to Lessor. Rent is paid only when actually received by Lessor.

2. **Deposit.** Lessee(s) agree to pay \$ _____ which sum shall be a Holding Deposit and shall be retained as liquidated damages if Lessee(s) fails to pay a total Holding Deposit of \$ _____ by 1-15-2020. The Holding Deposit becomes a security deposit upon occupancy and receipt of at least the first rent installment. In the event these Premises are leased to a family or more than one tenant, all Lessee(s) agree that Lessor may nominate and appoint one or more of the Lessee(s) 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 the Premises, all deductions from this lease term'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 the Premises. Joint and several tenant liability still applies to said deductions. "Portion" in this clause is equal to total security deposit divided by total number of Lessee(s).

3. **Cleaning Fee.** A prepaid non-returnable cleaning fee of \$ _____ will be paid before 1-15-2020.

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.

Electronic Notice Alternative. Because electronic communication affords speed and efficiency advantages, compared with U.S. mail, the parties will use electronic mail described below for purposes of post occupancy administration of Lessee(s) Security Deposit.

A. **Subject Matter.** Lessee(s) notice of forwarding address and Lessee(s) response to Lessor claims will be communicated exclusively by e-mail, but no time, content, or format requirements of the Michigan Security Deposit Act are changed.

B. **Communication to Lessor.** Security Deposit Act communications shall be emailed to Lessor at: info@hrrentals.com.

C. **Receipt of Notices.** All e-mailed communications are deemed received on the day they are sent.

5. **NO PETS OR VISITING PETS.** \$100 fine for each day a violation occurs. Lessee(s) 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.** Lessor or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the Premises, and to show the Premises for sale or lease. Except for emergencies, all entries shall be made during reasonable hours. Lessee(s) must provide Lessor with up to date access code to security system if applicable. Lessee(s) responsible for any damage from said security system.
7. **Utilities.** For the entire term, including any period of early occupancy, Lessee(s) shall place utilities for the Premises into their names, maintain uninterrupted service, and timely pay all utility bills, including, but not limited to their electric, gas and water. Lessee(s) shall pay all charges of utility providers because of late payment or other default, including, but not limited to, service fees, deposits, administrative fee and any other fees charged by the utility company or Lessor. Lessor is not responsible for utility service interruptions that are beyond its control or due to necessary repairs, replacements, or alterations. 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. **Temperature.** Lessee(s) shall maintain a temperature of 60 degrees inside the Premises in order to prevent freezing and breakage of water pipes. At no time shall Lessee(s) turn off the furnace. Damages due to freezing/breakage of water pipes for any subsequent damage shall be the responsibility of the Lessee(s).
9. **Furnishing.** Only furnishings belonging to Lessor now in the Premises will be provided. Lessor not responsible for furnishings accepted by Lessee(s) from previous Lessee(s) or those belonging to the current Lessee(s).
10. Lessor does not provide or install light bulbs, blinds or window treatments of any kind.
11. **Non-assignment.** Lessee(s) may not lease, sublet or assign Premises without advance written consent of Lessor.
12. **Joint and several liability.** Lessee(s) agrees to be jointly and severally liable for the payment of rent and for the performance of all terms and conditions of this Lease Agreement. Joint and several liability means each person who signs this Lease agrees to be liable for his/her individual share of liability and, in addition, agrees to be liable for the full performance of this Lease by all other persons who sign this Lease. Joint and several liability shall include any and all situations, including a situation where one or more Lessee(s) have statutory grounds for opting out or cancelling their individual leasehold obligations. The Lease continues in full force and effect for remaining Lessee(s), including the total Rent due. A judgment against one Lessee shall not prevent action against the other Lessee(s). The term "Lessee" as used herein shall mean "Lessee(s)".
13. Lessor reserves the right to display political or other advertisement signs on the Premises. Lessee(s) shall not display any type of advertising, political or other signs on the Premises without written consent of Lessor.
14. Accessory structures, garages, sheds etc., will be used by Lessor exclusively with no reimbursement to Lessee(s) for utility cost. Lessee(s) may not turn power off to accessory structure.
15. Lessee(s) have read and agree(s) 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 the laws of the state.
16. **Parking.** No more vehicles will be allowed in provided parking than the number of unrelated people the Premises is licensed for. Lessee(s) must provide a valid state issued ID, phone number, email address, make/model and license plate of vehicle at Lease signing.
17. Any fee, ticket, re-inspection charge, etc. for any Lessee(s) controlled problem shall be paid by Lessee(s) within 10 days of being notified of said charge. Lessee(s) will pay lessor \$50.00 to inspect the Premises after receipt of a P.A.C.E. violation notice. Lessee(s) will pay Lessor an additional minimum of \$35.00 to correct any trash/litter remaining on the property. Lessee(s) 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.
18. **Guests.** Lessee(s) agree that if their actions (or the actions of their guests) cause Premises' license to be suspended, revoked, or to have terms and conditions imposed by the City, Lessee(s) will move out of the unit and continue to pay full rent until the license is fully restored.
19. **Noise Violations.** Any conviction for a civil infraction noise violation will result in a \$500.00 charge to the Lessee(s). There will be a \$750.00 charge to the Lessee(s) if convicted of a misdemeanor noise violation. Upon occupancy, existing terms and conditions apply to Lessee(s).

20. **Locks.** Lessee(s) 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 Premises. If Lessee(s) is locked out of the property 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. **Alterations.** Alterations to the Premises without Lessor's prior written consent are prohibited. Lessor is not liable to reimburse Lessee(s) for any alteration, unless agreed in writing. Alterations are the property of the Lessor, but upon Lease expiration or earlier termination, Lessor may designate, in writing, alterations it wishes to have removed, and Lessee(s), at their expense, shall remove them promptly and repair any damage caused thereby, leaving the Premises in the same condition they were before the alteration. **NO INTERIOR OR EXTERIOR PAINTING OR ALTERATIONS MAY BE DONE TO THE PREMISES WITHOUT WRITTEN APPROVAL OF LESSOR.** Lessee(s) may not install or use additional appliances such as washers, dryers, freezers, refrigerators of any size, portable dishwashers, window air conditioners, bidets, satellite dishes, etc. No alterations may be made to the electrical or plumbing systems unless a permit has been issued by the appropriate governmental agency and Lessor has provided its prior written consent.
22. **Maintenance.** Lessee(s) shall maintain the Premises in a neat, clean and orderly manner; use and maintain them in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities; observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Lessor when there is a need for Lessor to perform repairs and maintenance. Lessee(s) shall not cause or permit any waste or misuse any utility fixtures or any portion of the Premises. Lessee(s) shall reimburse Lessor for all damages caused by such waste or misuse; for all permit, inspection, and certification costs, Lessor incurs because of Lessee(s) noncompliance with the Lease or applicable laws; and for all damages resulting from Lessee(s) not timely reporting the need for repair or maintenance. Lessor may invoice Lessee(s) for the cost of any repairs/replacements (other than normal wear and tear) during the term of this Lease. The amount of such invoices is deemed unpaid rent and shall be due within ten (10) days of receipt of an invoice from Lessor. Tenants shall pay and be liable to Lessor and/or Lessor's insurer (in contract and/or tort) for the repair of all damage to, and/or replacement of, the Premises and structure of which they are a part, including fire and flood damage and all lost rents therefrom, in any way caused or made necessary by Lessee(s), their guests, invitees, licensees, or agents. Nothing in this clause waives or lessens Lessor's obligation to maintain and repair the Premises under Michigan law, but Landlord is not so liable when it has not been informed of the need to repair. Lessor's reasonable exercise of any right or obligation hereunder never shall be deemed an eviction of Lessee(s) or interference with their use and possession of the Premises, and Lessor shall have no liability to Lessee(s) because of Lessor's actions in reasonably fulfilling its obligations hereunder. Lessor, at its option, may, upon discovery of damage to the premise, make such repairs as are necessary to restore the Premises to their original condition, and Lessee(s) 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. No hoses shall be left on an outside faucet when not in use. Any damage resulting from misuse of such facilities shall be the Lessee(s) 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 terms 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. Lessee(s), guests, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing any hazardous substances.
26. **Smoke Detectors/Pump Alarm.** Smoke detector maintenance is the responsibility of the Lessee(s) including battery replacement. Pump Alarm to remain plugged in at all times with no reimbursement to Lessee(s). Tampering with Pump Alarm is a violation of the Lease. Cost associated with tampering and battery replacement is the sole responsibility of the Lessee(s).
27. **Furnace Filters.** Furnace filters shall be supplied by Lessee(s) and Lessee(s) shall change said filters at proper intervals. If dehumidifier is provided by Lessor, Lessee(s) responsible for emptying bucket and cleaning filter.
28. Lessee(s) shall maintain yards/walks/drives on the Premises, including mowing the 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, and

- Spring Break), Lessor will attempt to shovel walks as required by the City of East Lansing. Lessee(s) is responsible for cost of said work. To opt-out of this service, Lessee(s) must provide written/electronic confirmation to Lessor by November 12, 2020. By opting out Lessee(s) is opting out of all three periods.
29. Lessor and its employees or agents or any of them shall not be responsible or liable to Lessee(s) for any loss or damage that may be occasioned by or through acts or omissions of other Lessee(s), 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 at Premises or for any loss or damage resulting to the Lessee(s) 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. **Mold.** Lessee(s) accept the Premises in its current condition and hereby waive any claims of any nature whatsoever in relation to mold or airborne pathogens on or within the Premises. Lessee(s) agree to protect, indemnify and hold Lessor harmless from and against any and all loss, expense, damage or liability, including actual attorney fees and costs of litigation arising out of any and all claims related to mold or airborne pathogens, except in the case of Lessor's negligent performance of any duty imposed by law.
31. **Renters Insurance.** Lessee(s) are specifically encouraged to procure a "Tenant's renters insurance policy", said policy shall contain a waiver of subrogation clause as applies to the Lessor. Lessor shall not be liable to Lessee(s) or Lessee(s) invitees for any loss whatsoever which Lessee or Lessee(s) 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 water damages from frozen pipes, loss from wind, rain, moisture or other elements.
32. **Occupancy.** If Lessee(s) shall be unable to enter into and occupy the Premises 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(s), but during the period the Lessee(s) 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.
33. **Noise.** 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 Premises or nearby buildings.
34. **Occupants.** Premises shall only be occupied by Lessee(s) and rents shall only be paid by undersigned Lessee(s).
35. **Remodel.** Lessor may remodel during regular business hours with no reimbursement to Lessee(s), including utilities.
36. **Early Move In.** Lessees agree that if any or all Lessee(s) move into the Premises prior to the official start of the Lease, Lessee(s) accept it "As Is" with regards to cleaning and painting with no reimbursement to Lessee(s). Lessee(s) shall be responsible for all utilities during this period. If Lessor indicates on Lessors website, www.hrrentals.com, that the Premises has been completed, and the first rental period installment has been paid in full, Lessee(s) 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.
37. **No Holding Over.** Lessee(s) shall vacate the Premises on or before the expiration date of the Lease.
38. If applicable, no part of the Premises will be painted, cleaned, or have carpets steam cleaned by Lessor and no reimbursement will be given where (1) or more Lessee(s) have re-signed and remain in occupancy; and this Lease shall be binding upon all Lessee(s) during any early occupancy.
39. Lessee(s) and/or guests may not be on or have items on the roof of the Premises. \$100/day fine for every day a violation occurs. Lessee(s) shall be responsible for any damage to said roof.
40. **Grills.** Grills must be kept at least (10) feet from the Premises in order to prevent damage and/or fire. Grills may not be used on porches or balconies.
41. **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(s)) of real property to advise the potential sellers (lessor/owners) or buyers (tenant/lessee(s)) 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 Premises. 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. Lessee(s) confirm that they have read the information regarding agency disclosure and that this information was provided before the disclosure of any confidential information specific to the potential Owner/Lessor or Tenant/Lessee.

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.

42. Lessee(s) acknowledge receipt of: Lease, Inventory Checklist (2), East Lansing Lease Addendum, Lead Based Paint Disclosure Form (completed by Lessor on 9-21-19), "Protect Your Family from Lead in Your Home" pamphlet, Noise Violation Information, Mold/Mildew addendum, Move-In letter, Fire Alarm/Extinguisher/Sprinkler Systems (if applicable), and parking plan.
43. **Hold Harmless.** Lessee(s) agree for themselves, their heirs, and personal representatives to hold Lessor harmless from all damages, including damages to the Premises and structure of which they are a part; all lost rents for the Premises and structure of which they are a part; and all liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them, including common areas of any apartment building. When claims against Lessor's insurance are paid because of acts or omissions of Lessee(s) or (Lessee(s) visitors, guests, or invitees, Lessee(s) will reimburse Lessor for any insurance deductible it pays.
44. **Waiver.** Lessor's nonenforcement of a provision of this Lease on one (1) or more occasions is not a continuing waiver of Lessor's right to enforce the provision, and its consent to an act of Lessee(s) on one (1) or more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Lessee(s). No breach is waived by Lessor unless waived in writing.
45. **Use and Quiet Enjoyment.** Lessee(s) shall comply with all applicable laws and ordinances; use the Premises for only strictly residential purposes; and refrain from all conduct that unreasonably disturbs each other, other tenants, occupants, neighbors of the Premises, or Lessor. No business of any sort shall be located in or conducted from the Premises without Lessors prior written consent. Lessee(s) are entitled to quiet enjoyment of the Premises throughout this Lease so long as they comply with this Lease.
46. **Untenantability.** If the Premises become wholly untenable because of fire or other casualty, Lessor may terminate this Lease by written notice to Lessee(s), and Lessee(s) shall surrender the Premises to Lessor. If for the same reasons the Premises become partially untenable, or wholly untenable without Lessor's terminating the Lease, Lessor shall repair the Premises with reasonable speed, From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are untenable, unless the untenability is caused by negligence or intentional misconduct of Lessee(s), their family, occupants, employees, guests, invitees, agents, or anyone on the Premises by reason of association with any of them, in which case rent shall not abate. Lessor is not liable for failure to repair until Lessee(s) notify Lessor of the need for repair and a reasonable time to make the repair has passed thereafter. For purposes of Lessor's right to terminate this Lease, the Premises are "wholly untenable" if fifty (50%) percent or more of the Premises are untenable.
47. **Default.** Lessee(s) failure to perform any of Lessee(s) obligations under the terms and conditions of this Lease, including the failure to move in and occupy the Premises, shall constitute a default. Lessee(s) failure to pay any installment of rent when due shall constitute a default and Lessee(s) will forfeit applicable rent discounts pursuant to paragraph 1. If default occurs, Lessor may, at its option, terminate this Lease and regain possession of the Premises in accordance with applicable law. If Lessee(s) shall be absent from the Premises for a period of five consecutive days while in default, Lessee(s) shall, at Lessor's option, be deemed to have abandoned, the Premises. Recovery of the Premises by Lessor shall not relieve Lessee(s) of any obligation under this Lease, and upon default, Lessor shall be permitted to accelerate the rent due throughout the Term of this Lease and demand immediate payment thereof, provided, however, that Lessee may not be liable for the total accelerated amount of rent due because of Lessor's obligation to mitigate damages through attempted re-renting of the Premises.

Lessee(s) agrees that acceptance of partial rent payments by Lessor after notice of termination or forfeiture will not constitute waiver of the notice of termination or forfeiture unless Lessor agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Lessor except to reduce Lessee(s) obligation to determine the actual amount due and owing the other. If Lessee(s) fail to pay any amount due or fail to perform any obligation required by this Lease, Lessor may pay such amount or perform such obligation; such money or the charge for such service shall be deemed to be additional rent. Lessor, at its option, may demand immediate payment thereof, or may elect to carry such amount, plus any administration fees charged by Lessor, and deduct it from the security deposit. The parties irrevocably agree that any action based on or arising out of this Lease may be brought in any state or federal court that is located in, or whose district includes, the city where the Premises is located, and that such court shall have personal jurisdiction over Lessee(s) for purposes of that action.

48. **Entire Agreement.** This Lease and the Exhibits and Addendums, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee(s) concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between Lessor and Lessee(s) other than those which are herein and set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor and Lessee(s) unless reduced to writing and signed by Lessor and Lessee(s).

49. **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 use 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. The Premises is currently licensed for _____ unrelated persons or a family.

50. **Other provisions.**

I/We have read and understand the entire Lease and voluntarily agree to all its terms and conditions as of the Effective Date.

LESSEE(S):

| Print Name | Sign Name |
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LESSOR: HAGAN REALTY, INC. By: _____ Its: Authorized Agent