

other defaults under this agreement (if any) as provided by law. The security deposit will be held in account(s) at Chemical Bank and/or Isabella Bank, Big Rapids.

To The Tenant: 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 shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure.

- h. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove it's good and effect and peaceable yield up the premises to Landlords in as good a condition as when delivered to Tenants, ordinary wear excepted.
- i. USE OF PREMISES/ABSENCE.** Tenants shall occupy and use the premises as a dwelling unit. Tenant shall notify Landlord of any anticipated absence from the premises not later than the first day of the extended absence. Tenant agrees to abide by all rules and regulations promulgated by the Landlord, now and in the future.
- j. OCCUPANCY.** Only the persons who sign this lease may reside at the premises. If more than 2 persons occupy the premises, the Landlord may terminate this tenancy or assess additional rent for each additional person. This premise is intended for 2 persons.
- k. SLEEPING ROOMS.** Basements, attics, and other rooms must not be used as sleeping rooms if 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. **The basement is not to be used as sleeping rooms.**
- l. PETS.** No pets shall be allowed on the premises without the written consent of the Landlord. A fine of \$250 will be given if pets are found to be living in/on the premises. Also a charge of \$50 a month until pet is removed.

PET FEES (NON-REFUNDABLE)

\$100 non-refundable PET ADMIN FEE is due at lease signing with security deposit.

\$25 per month extra PET RENT FEE is payable on the first of each month with rent.

PET DEPOSIT (REFUNDABLE less PET CLEANING and DAMAGES)

\$300 pet deposit due at lease signing (refundable less pet damages if any). Tenants acknowledge and agree that pets generally cause extra damage to flooring, carpeting, walls and doors in the form of scratches, fleas, urine, odors and droppings. Such excessive wear is NOT normal wear and tear and may result in charge backs at lease end if pets are not controlled.

SEE PET POLICY AGREEMENT

- m. HOLD HARMLESS NOTICE AND ACKNOWLEDGEMENT.** Landlord shall not be liable for any damages or injury to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises. This includes damages to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow. You agree to indemnify, waive all subrogation, and hold us harmless for all claims, costs,

and expenses arising from injury to person or property to you or any of your guest regardless of the cause, unless the injury is due to ur grossly negligent or intentional conduct. **Tenant(s) shall obtain renter's insurance** in sufficient amount to ensure protection of tenant's personal belongings.

- n. **SMOKING.** No smoking will be permitted inside the rental unit. Leases will be subject to charges, damages, and eviction provisions of the lease if this provision violated. If there is any evidence of smoking inside the house at any time during the lease, the deposit will be forfeited. Butts are to be put in proper containers.
- o. **KEYS.** Tenant will be given two (2) keys to the premises. If all keys are not returned to Landlord following termination of the lease, Tenant shall be charged \$20.00 each per key.
- p. **REPAIRS AND MAINTENANCE.** Landlord must provide and maintain the premises in a safe, habitable, and fit condition. Tenant must notify Landlord IMMEDIATELY, BY PHONE at 231-250-6020 of any gas leaks, electrical problems, water damage, broken appliances, or serious structural damage. Tenant must notify Landlord, in writing, of all other problems needing repair. Landlord must make all repairs to the premises that, in Landlord's sole judgment, are required by law. Landlord must make every effort to do so within a reasonable time. Whenever repairs are delayed for reasons beyond the Landlord's control, the Tenant's obligations are not affected, nor does any claim accrue to Tenant against the Landlord. Landlord must maintain those things requiring periodic maintenance (e.g., heating, air conditioning, cracked windows).
- q. **PIPE-FREEZE PREVENTION.** If Tenant plans to be away from the premises for any length of time, the heat must be left on (60F^o) during the cold season and the windows closed to avoid broken pipes and water damage.
- r. **REPAIRS DUE TO TENANT'S NEGLIGENCE.** Damage to the premises caused by Tenant's negligence, or their guest's or invitee's negligence, whether by act or omission, will be repaired by Landlord and charged to the Tenant. Whenever repairs are delayed for reasons beyond Landlord's control, Tenant's obligations are not affected, nor does any claim accrue to the Tenant against Landlord. Tenant must immediately pay the repair costs as additional rent. If Tenant fails to do so, Landlord may take legal action to recover any unpaid rent.
- s. **SMOKE DETECTOR.** Landlord must install smoke-detection devices as required by law. The premises contain smoke-detection devices, all working satisfactorily. Once the tenancy begins, Tenant must regularly test the detectors (every 6 months) to ensure that they are working. If they are not working tenant may contact landlord to buy replacement batteries or replace them yourself and provide a receipt for reimbursements. Tenant must never remove the battery from the smoke-detection device except when necessary to replace it. Tenant must inform the Landlord immediately, in writing, of any defect or malfunction in its operation.
- t. **TRASH.** Trash removal is the responsibility of the Tenant. Trash and/or garbage shall not be left outside of an approved storage container and shall be removed from the premises on a weekly basis.
- u. **LAWN CARE.** Lawn care is the responsibility of the Tenant. The grass shall be kept at an appropriate length that complies with local ordinances and/or the requirements of the Landlord. If length is deemed in-access of the aforementioned, the Landlord may call upon a service, to which the Tenant will be responsible for all associated fees plus a \$10 administration fee to the Landlord. Damage to the premises during lawn care is the responsibility of the Tenant.

- v. **GRILLS/SMOKERS.** Grills and smokers must be properly placed as to eliminate any potential damage to the property. Grills and smokers must be maintained to prevent any fire hazards.
- w. **SNOW REMOVAL.** Snow removal is the responsibility of the Tenant. Snow must be removed when required. If accumulation is deemed to limit maintenance and/or emergency access, the Landlord may call upon a service, to which the Tenant will be responsible for all associated fees plus a \$10 administration fee to the Landlord. Damage to the premises during snow removal is the responsibility of the Tenant.
- x. **HABITABILITY.** Tenant is to inspect the premises and fixtures, and acknowledge that the premises are in reasonable and acceptable condition of habitability for their intended use, and the agreed lease payment are fair and reasonable. If the condition changes so that the habitability and rental value of the premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
- y. **UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the premises, before moving in Tenants shall put all utilities in their name, which sometimes requires a down payment. The Landlord must be contacted before any equipment is installed. (Satellite or cable)
- z. **DEFAULTS.** Breach of lease and right to re-enter and regain possession. Tenant shall be in default of this lease if Tenant fails to fulfill any lease obligation. Landlord may terminate the tenancy, re-enter the premises, and regain possession in accordance with the law. Immediate defaults of lease shall occur if:
 - a. Obstruction to the inside or outside premises exists, such as non- working cars, toys, fences, animals, or any other eye sore.
 - b. Parties or gatherings of people shall be prohibited due to liability
 - c. You fail to provide all of the required fees, deposits and documents, within 10 days of execution of this lease
 - d. You fail to pay Rent or any other amount owed as directed by this lease
 - e. You or your guest violates this lease
 - f. Any of the utilities which are payable by tenant are disconnected or shut-off because of non-payment
 - g. If you abandon or apparently abandon the premises (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belonging have been substantially moved out)
 - h. Tenant(s) have made any false statement or misrepresentation on any information provided to us
 - i. You or your guest is arrested for felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation or any other unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time
 - j. Any violation of state, federal, or local law, regardless of conviction, jail time, or arrest, will constitute material and irreparable noncompliance with this Lease and will result in immediate termination without the right to remedy the offense

- aa. **DRUG FREE TENANT.** Resident, member of the resident’s household, and any guest or other person under the Tenant’s control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. “Drug-related criminal activity” mean the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act). Violation of these terms are serious and will be result in immediate termination of the least and forfeit of complete security deposit.
- bb. **LATE PAYMENTS.** For each payment that is not paid within 1 day after the due date, Tenant shall pay a late fee of \$10.00 per day, beginning with the day after the due date.
- cc. **ATTORNEY'S FEES.** In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorneys’ fees shall be classified and billed to tenant as “added rent”.
- dd. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.
- ee. **CONDITION OF PREMISES.** A move in check list will be provided to you at the time that you move into the house. Within 7 days after you move-in, you are required to return that move in check list and notify us in writing of any defects or damages to the house. If the form is not completed and returned the house, and the fixtures, appliances, carpet, and walls will be considered to be in a clean, safe and good working condition and you will be responsible to defect or damages that may have occurred before you moved in.
- ff. **DUTY TO MAINTAIN.** You are responsible for taking reasonable steps to keep the house in good condition and to notify us immediately of any condition that require a repair or other attention.
- gg. **ALTERATIONS AND IMPROVEMENTS.** Tenants shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any wall hangings should be put up with command strips that can be removed at move out. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. Tenant shall not install any garages, sheds, fire pits, swing sets, trampolines, backyard children’s gym or accessories or swimming pool (inflatable or non-inflatable) on the premises without written approval of the Landlord. Inside space heaters are prohibited.
- hh. **LANDLORD’S RIGHT OF ENTRY.** Landlord, or Landlord’s agent, may enter the premises at reasonable times, with 24-hours’ notice to the Tenant, to examine, protect, make repairs or alterations, or show prospective renters and purchasers. In emergency situations, Landlord is not required to give Tenant notice. If emergency entry occurs, Landlord must, within 2 days, notify Tenant of the date, time, and reason for the entry.
- ii. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the premises, nor assign, mortgage or pledge this lease, without prior written consent of Landlord. If Landlord agrees to allow subleasing your security deposit will automatically be forfeited.

jj. NOTICE. Notice under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

The name and address at which notice required under the Truth-In-Renting Act may be given to the Landlord at: **21480 22 Mile Road Pairs MI 49338**

kk. CONDITION OF THE PREMISES AT THE END OF TENANT’S OCCUPANCY. At the end of Tenant’s occupancy, Landlord must complete a termination inventory checklist to assess damages that Landlord claims were caused by the Tenant. This includes unpaid rent, unpaid utilities, and damages beyond reasonable wear and tear. Tenant may ask to be present when the termination inventory checklist is to be completed. Landlord must mail to the Tenant, within 30 days of Tenant’s termination of occupancy, an itemized list of damages claimed for which the security deposit may be used—provided, of course, that the Tenant has given a forwarding address.

ll. END OF LEASE TERM. When the lease term ends, Tenant must promptly vacate the premises, remove all personal property, and return all keys. Tenant must dispose of all trash and leave the premises clean.

mm. CHANGES TO THIS LEASE. This lease, and any additional pages or rules and regulations incorporated, contains the entire agreement between Landlord and Tenant; no oral agreement is valid. Changes to the terms of this Lease must be in writing, signed by all parties.

nn. GOVERNING LAW. This lease shall be construed in accordance with the laws of the State of Michigan.

oo. ENTIRE AGREEMENT/AMENDMENT. This lease contains the entire agreement of the parties and there is no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this lease. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

pp. CUMULATIVE RIGHTS. The right of the parties under this lease is cumulative, and shall not be construed as exclusive unless otherwise required by law.

qq. SEVERABILITY. If any portion of this lease shall be held to be invalid for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it construed, and enforced as so limited.

rr. WAIVER. The failure of either party to enforce any provisions of this lease shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this lease.

ss. BINDING EFFECTS. The provisions of this lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

tt. WATER SOFTENERS. If rental home is equipped with a water softener, Tenant is required to maintain the salt levels in the take, so that the unit will operate properly. Failure to do so can cause damage to the soften and will be the Tenants responsibility to purchase or repair the softener. Softener will be fill upon move in and at move out Tenant is responsible to have the unit filled.

- uu. **TRAMPOLINES.** For insurance and liability reasons, trampolines are not permitted to be stored or used on the premises.
- vv. **FIRE PIT.** Only free standing fire pit are to be used and must be cleaned out upon moving out/ lease termination.

LANDLORD: DATE:

**DW Harrison LLC
Dennis and Whitney Harrison
21480 22 MILE RD
Paris, MI 49338**

TENANT(S) NAME:

DATE:
