

LEASE

MFM RENTALS

1903 Wood St.
Lansing, MI 48912
517-487-1080

This Lease made this ____ day of _____ 20____, between MFM Rentals hereinafter called the "Landlord" and _____, hereinafter jointly and severally (hereinafter called Tenant of Lessee).

Lease term: One year less 12 days commencing on August 14, 2020 and ending at 12:01 a.m. on August 2, 2021.

1. TERMS AND PREMISES: Landlord hereby leases to Tenant House or Duplex located at _____ in the city of East Lansing, Michigan, commencing on _____, 20____ and ending at 12:01 AM on _____, 20____.

2. RENT: Tenant shall pay to the Landlord as rent the sum of \$_____ for the full lease period. Rent will be paid as follows:
\$_____ due by _____, \$_____ due by _____, \$_____ due by _____.

A discount of \$_____ will be given to the Tenant if the rent is paid by the due date of each rental period, IN A SINGLE CHECK, RENTS MUST PAID IN ONE CHECK OR MONEY ORDER. Mailed payments are considered received and paid on the date they are postmarked.

RENT ARREARAGE: Any monies received by the lessor are applied first to any past due rent, additional rent, and then to current rent. Any portion of the rent due under paragraph 2 above, past due rent or additional rent paid in full on the due date, disqualifies lessee for the discount for the pre-payment and will result in the lessee being charged a late charge in accordance with paragraph 2 above.

DISHONORED CHECK: A check returned for any reason shall result in a Twenty-five (\$25.00) processing fee being charged to the lessee for cost and inconvenience of handling said check. A check returned for any reason may result in the loss of the discount for pre-payment under paragraph 2 above.

3. MAINTENANCE: The Tenant is responsible for removal of snow, ice and other foreign articles as specified by the City of East Lansing (Sec. 8.112 Ordinance #460). Tenant who cause any fee, ticket or charge or allow violations of any City of East Lansing ordinance which results in a fee or fine to the Landlord, will be responsible for damages in the amount of any civil fine levied, plus any costs or expenses assigned by the court. Such Tenant problem fees or charges will be paid within 7 days of being notified of such charges by the Tenant. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those which they were designed; no sweeping, 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 Tenant. Smoke detectors maintenance is the responsibility of the Tenant including battery replacement. Only those storm and screens now on the premises shall be provided and the Tenant agrees to maintain and install and/or change all screens, storm doors and windows. Tenant agrees to pay all costs to repair broken screens, storm doors and windows.

4. SECURITY DEPOSIT: The Tenant upon execution of this lease pay to the Landlord the sum of \$_____ as security deposit to be held and disposed of in the manner provided for in this lease and as prescribed in Act 348 of the Public Acts of 1972.

5. PAYMENTS: Rent checks must be made payable to **MFM RENTALS** or such other payee as designated Landlord and delivered to Landlord at **1903 Wood St. Lansing, MI 48912.**

6. PAYMENTS: Tenant shall not be entitled to possession of the premises unless and until Tenant and Landlord

have completed an inventory checklist, as required by Act 348 of the Michigan Public Acts of 1972.

6a. DELAY OF POSSESSIONS: If Tenant shall be unable to enter into the premises by reason of (a) the premises not being ready for occupancy, (b) the holding over of any previous occupant, or (c) any cause beyond the direct control of Landlord, Landlord shall not be liable in damages to Tenant therefore, but during the period Tenant shall be unable to occupy the premises the rental therefore shall be abated; Landlord is to be the judge when premises are ready for occupancy.

7. USE OF PREMISES: The premises shall be used for resident purposes only by Tenant and those person(s) listed on the application for tenancy. Tenant shall not use or permit any person to use the premises in violation of the laws of the United States or of the State of Michigan or of the ordinances or other regulations of the local governmental unit or of any other lawful authority; and all health and police regulations shall be fully complied with by Tenant. No more than _____ persons shall reside on the rented premises. The tenants agree to be jointly and severally responsible for maintaining the above maximum occupancy limits established by the City of East Lansing for the premises. Violation of occupancy limits are major violations which can result in dollar fines, community service time, or incarceration. Tenants agree to receive no mail for anyone other than those who have signed this lease or a sublease. Tenants agree that within the first two weeks of each semester, they must submit in writing to McCardel Development & Management an "**OCCUPANCY LOG**". The occupancy log will list the current occupants of the premises and will be submitted in a timely fashion as outlined.

TENANT INITIAL:

7a. Lessee shall not knowingly permit any member or lessee's household, or a guest or other person under Lessee's control; to engage in unlawful activity, including drug related criminal activity, in the unit, in the common areas, or on the grounds of the Premises. Unlawful activities include, but are not limited to, acts of violence that damage or destroy the dwelling unit or disturb or injure other residents or anyone else in the unit, common areas, or on the grounds. "Drug-related criminal activity" means 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 Substances Act (21 U.S.C. 802).

7b. Tenant's shall not engage in the sale of alcoholic drinks to minors or others (i.e. no blind pig activities).

8. CONDITION OF THE PREMISES: Tenant shall keep the Apartment in clean condition, make no alterations or additions, commit no waste, obey all laws and ordinances affecting said premises, and repay Landlord the cost of all repairs made necessary by the negligent or careless use of the Apartment and surrender the Apartment at the termination of this lease in a like condition as when taken, reasonable wear and tear resulting from careful usage excepted. Tenant shall promptly pay for all expenses for the removal of any wall covering installed by Tenant during tenancy and for the restoration and repainting of all walls affected. If Tenant shall fail to repair or pay for damages caused by its waste, misuse or neglect, the cost thereof shall be deemed to be additional rent hereunder due from Tenant to Landlord on the first day of the month following such damages. If Tenant shall fail to make all necessary repairs, then Landlord shall have the option to enter upon premises and make such repairs and to charge the expense thereof to Tenant as additional rent hereunder. The property owner shall repair damages to the structure or appliances not caused by tenant act or neglect and causing substantial interference with tenant's quit enjoyment of the premises. Tenants agree that should any repair be necessary, the property owner will be notified as soon as possible. Tenants will be held responsible for damage caused by untimely notification to the property owner of necessary repairs (especially plumbing and roof problems should they develop). **WATER LEAKS, ESPECIALLY RUNNING TOILETS, CAN RESULT IN LARGE WATER BILLS QUICKLY, NOTIFY US, WE WILL NOT BE RESPONSIBLE FOR THESE WATER BILLS.**

9. ASSIGNMENT: Tenant's leasehold interest may not be assigned or sublet in whole or in part without the written consent of Landlord.

10. ALTERATIONS: Tenant shall make no alterations, decorations, additions or improvements in or to the premises without Landlord's written consent, and then only by contractors or mechanics approved by Landlord. All such works shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions, or improvements made by either party shall become the property of Landlord and shall remain upon and be surrendered with the premises, as a part thereof, at the end of the term. Any lien filed against the premises, for work done or materials furnished, shall be discharged by Tenant within ten (10) days thereafter.

11. ACCESS TO PREMISES: Landlord shall have free access at any reasonable hours to the premises for the purpose of examining same or exhibiting same to prospective buyers or tenant(s), or for making alterations or repairs. Landlord may require a Tenant to make any repairs deemed necessary that resulted from the Tenant's misuse of the premises. Should Tenant fail to make such repairs within a reasonable period of time, Landlord may make such repairs and shall not be liable in damages or otherwise for any loss occasioned thereby. Tenant shall forthwith pay the cost of all repairs, and in default thereof, such amounts shall be considered rent in arrears and Landlord may take such action as permitted by law to recover same.

12. UTILITIES: Tenant shall place in Tenants name prior to the beginning of the lease, and pay for all utilities separately metered or billed to the apartment.

Water/Sewer City of East Lansing (517) 337-1731

Electric Board of Water & Light (517) 702-6006

Natural Gas Consumers Energy 1-800-477-5050

Garbage Weekly pick up day is _____

Lessor agrees to furnish: water/sewer _____, electric _____, natural gas _____, trash pick up _____.

95.00 yearly fee

Tenant further agree's to maintain such utility service for six (6) days after the termination of this rental agreement to enable lessor to clean the premises. Rent will not be adjusted due to failure of equipment when such is beyond the Landlord control.

13. JOINT RENTAL RESPONSIBILITY: Lessee hereby agrees to be "JOINTLY and SEVERALLY" liable for the term described in paragraph 1, above, and the rents covenants and conditions of this rental agreement. Joint and several liability means that each person agrees to be liable for his or her individual liability and for the liability of all persons who sign for payment of rent and performance of the covenants, conditions and terms contained in this rental agreement. A judgement entered against one lessee shall be no bar to an action against the others. The covenants and conditions of this rental agreement shall bind and inure to the benefit of the lessor and lessee and their respective heirs, distributees, executors, administrators, successors and, except as otherwise provided in this rental agreement, assigns.

14. INSURANCE: 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 invitee, 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 shall contain a waiver of subrogation clause as applies to the Landlord. Landlord shall not be liable to Tenant or his/her invitee for any loss whatsoever which Tenant or his invitee 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 or every kind and description and loss from wind, rain or other elements. All personal property located in the House/Apartment shall be at the sole risk of the Tenant. The Landlord does not insure the Tenant for personal property loss or personal injury incurred by the Tenant, his guests, or any other persons.

15. FIRE DAMAGE: In case the Apartment shall be partially damaged by fire or other cause at anytime during the said term, the premises shall be repaired by Landlord with all reasonable dispatch, and provided that such damage has not been caused by the acts or omissions to act by Tenant, their guest(s) and invitee(s), a proportional reduction of rent shall be allowed Tenant for the time required by such repairs, except that (i) if Tenant can use and occupy the Apartment without substantial inconvenience there shall be no reduction of rent, and (ii) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any), no reduction shall be made beyond a reasonable time allowed for such adjustment. If the damage caused by fire or other cause shall amount substantially to the destruction of the Apartment or the building containing the Apartment, Landlord shall have the option to rebuild

and/or repair the damage or to cancel this lease by notice in writing delivered to Tenant within thirty (30) days after the occurrence of the fire or other casualty resulting in such damage. If Tenant elects to rent or utilize alternate housing facilities following damage to the leased premises, the Tenant shall be responsible for payment for such alternate facilities.

16. DEFAULT: If Tenant shall default in fulfilling any covenant of this lease, or if Landlord shall deem objectionable or improper any conduct of the Tenant or any of those living or visiting the premises, the Landlord may, when applicable, give Tenant(s) seven days notice of intention to terminate this lease, or such other notice as prescribed by law, and at the expiration of said period, the term of this lease shall expire and the Tenant shall then quit and surrender the premises to the Landlord.

17. PREMATURE TERMINATION: If Tenant vacates the premises prior to expiration of the term of this lease, Tenant's liability to pay rent shall continue until the premises are re-rented. In the event of eviction for nonpayment of rent or any other breach of this lease by Tenant, Landlord shall have the right and duty to re-lease the Apartment to mitigate damages, and Tenant shall remain liable for any difference between the rent so collected and the rent due under the lease, plus allowable expenses arising from the eviction and re-leasing.

18. HOLDING OVER: In the event of Tenant holding over after termination of this lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary conditions subject, however, to all of the terms and conditions of this lease.

19. WAIVER: One or more waivers of any condition, rule or regulation by the Landlord shall not be construed as a waiver of future breach of the same.

20. WAIVER OF SUBROGATION: Each party does hereby remise, release and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

21. EMINENT DOMAIN: If the whole or any part of the leased premises shall be condemned or taken by any governmental authority for any purpose, the term of this lease shall cease on the part so taken from the day the possession of that part shall be taken and the rent shall be paid up to that day. If only a part of the leased premises is so taken, Tenant may continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose; provided, however, that both Landlord and Tenant shall have the right to cancel this lease and declare the same null and void by delivery of five day's written notice to the other, such cancellation to be effective as of the day the possession of that part of the leased premises shall be taken with rent being paid up to that day .

22. MODIFICATIONS: No modifications to this lease shall be binding upon Landlord or Tenant unless agreed upon by them in writing.

23. NOTICE: Whenever under this lease or any statute, provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if notice to the Tenant is in writing and is addressed and mailed to the last known address of the Tenant, or left at the leased premises if the Tenant then occupies the same. Notice which is required to be given to the Landlord shall be given in writing and addressed and mailed to the Landlord at the address recited in paragraph No. 5.

24. APPLICATION FOR TENANCY: This lease is given pursuant to the Application of Tenancy and the representations, conditions and provisions of the Application are incorporated herein.

25. RULES AND REGULATIONS: Tenant and Tenant's guests shall comply with the rules and regulations contained in the lease applications signed by Tenant before the delivery hereof and such rules and regulations and the lease application are incorporated herein and made a part hereof by reference.

26. SECURITY DEPOSIT: The Security Deposit paid by Tenant to Landlord pursuant to paragraph 2 hereof shall be held by Landlord and returned to Tenant in accordance with the provisions of Act 348 of the Michigan Public Acts of 1972. Landlord shall apply the Security Deposit only to reimburse Landlord for actual damages to the Apartment or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling, or to pay Landlord for all rent in arrearage under the lease, rent due for premature termination of the lease by Tenant and for utility bills not paid by Tenant. Landlord's right to the possession of the Apartment for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this Security Deposit. The Security Deposit or any part thereof, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord shall be returned to Tenant after this lease is terminated, and in no event is the security to be returned until Tenant has vacated and delivered possession of the Apartment to Landlord. In the event that Landlord repossesses itself of the Apartment because of Tenant's default or failure to carry out the covenants, conditions or agreements of this lease, Landlord may apply the security upon damages suffered to the date of repossession. Landlord shall not be obligated to keep the Security Deposit as a separate fund, but may commingle same with its own funds in the manner permitted by law. The Security Deposit is secured by MSUFCU. If Landlord shall sell the building containing the leased premises, he shall have the right to transfer the Security Deposit to the purchaser, and upon written notification to the Tenant, Landlord shall be deemed released by the Tenant from all liability for the return of such Security Deposit and Tenant shall look solely to the purchaser for the same.

27. NON-REFUNDABLE PREP FEE: In addition to the aforementioned Security Deposit, and the aforementioned rents, the Landlord charges a non-refundable preparation fee of ~~\$150.00 per person~~. This fee is payable upon the signing of the lease agreement. *This prep fee is non-refundable.*

28. RECREATIONAL AND ADDITIONAL FACILITIES: Covered or uncovered automobile parking space(s) and laundry facilities (if not leased at an additional rental), recreational facilities, bicycle racks, storage areas or any other facilities which do not constitute part of the demised premises shall be deemed gratuitously furnished by Landlord, and the use of such facilities shall be expressly conditioned upon compliance with all rules and regulations pertaining thereto issued by Landlord. Landlord does not guarantee the availability of parking space(s), unless leased at an additional rental, nor police the same. Tenant hereby acknowledges receipt of a current set of rules regulating the use of the swimming pool and associated facilities (if provided). Landlord shall not be liable for any loss of property, whether by theft, casualty or otherwise, or for any damage of injury whatsoever to person or property, occurring on or from any of the facilities described in this paragraph.

29. This lease is made in a manner to comply with all applicable Michigan statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate was inadvertent.

30. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the lease shall remain in full force and effect.

31. Tenant had read and agrees to abide by all "Rules and Regulations" and acknowledges that violation of any provision in this agreement or rules is sufficient to give rise to Landlord's right to take all legal actions provided for by the laws of the state. Premises shall be occupied and all rents shall be paid only by undersigned.

32. CARE AND MAINTENANCE OF THE PREMISES: Lessee covenants and agrees to maintain the premises in a pleasant and safe condition at all times. Lessee covenants and agrees not to cause or permit any trash accumulation, waste, misuse or neglect of the premises or of any furnishing or appliance therein provided by lessor. Lessee shall pay for all damages so caused by anyone, except incidents of criminal trespass, during the term of this rental agreement.

33. CAPTIONS: Captions are inserted only as a matter of convenience and for reference, and shall in no way define, limit or describe the scope of this rental agreement nor the intent of any provision thereof.

34. FUNCTIONAL FAMILY UNIT: Lessee's hereby covenant and agree to live together in the premises as

a "Family" as defined by the City of East Lansing Housing Code and or Zoning Ordinance, or more specifically, to live together as a collective number of individuals living together in one dwelling whose relationship is of a regular, long term, continuing and distinct domestic character or bond where each party is responsible for the basic material needs of the others and all are living and cooking as a single housekeeping unit. Lessee recognizes that their association is not temporary or resort/seasonal in character.

35. KEYS/LOCKS: Prior to the beginning of this Rental Agreement, Lessor shall issue keys to Lessee. The stated number of sets will be entered on the inventory check in sheet. At the end date of this Rental Agreement, and not thereafter, Tenant shall turn in all keys. In the event, Tenant fails to return said keys, Lessee may be charged for changing locks and cutting new keys. Extra keys will be furnished at a charge of Twenty (\$20.00) Dollars as additional rent for the service. Under no circumstances shall Tenant gain entrance through a window, door or otherwise without a key.

36. SPECIAL PROVISIONS: It is agreed that Tenant(s) will supply and maintain refuse containers as required by the City of East Lansing (section 8.105, Ordinance no. 460).

36.1 Violation of any of the provisions of this rental agreement shall be a Material Violation of the Rental Agreement and substantiate good cause for Termination of Tenancy. It is understood and agreed that a single violation of any provision shall be deemed a serious violation and a material noncompliance with the Rental Agreement and justifiable cause for termination of tenancy. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

DISCLOSURE REGARDING AGENCY RELATIONSHIPS: 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 (lessors/owners) or buyers (tenants/lessee) of real property to advise the potential seller (lessors/owners) or buyers (tenant/lessee) with whom they work of the nature of their agency relationship. A real estate licensee can be the agent of both the lessor/owner and the tenant/lessee in a transaction, but only with the knowledge and informed consent, in writing, of both the lessor/owner and tenant/lessee. I hereby disclose that the agency I have with the lessor/owner and or the tenant/lessee is: DUAL AGENT. In signing above, the parties confirm that they have read this agency disclosure, and that this agency disclosure was made, prior to any confidential information specific to this transaction being discussed.

NOTICE: MICHIGAN LAW ESTABLISHES 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 A LAWYER OR OTHER QUALIFIED PERSON.

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR DAYS AFTER YOU MOVE OF A 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.

Date _____

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day, month, and year first above written.

By _____

Managing Agent
David McCardel

Tenant:

Signature

Print Name

<u>PHONE NUMBER</u>	<u>EMAIL</u>