

STANDARD LEASE AGREEMENT

"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."

- 1. Date of this Agreement: _____
- 2. Move-in Date: _____
- 3. Identification of Landlord and Tenants: This Agreement is entered into on the date above indicated between **GSM Properties d/b/a Mystic Woods** (Landlord) and _____ (Tenants). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. Tenants shall not be released from liability under this Agreement due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, bad health, loss of any of the residents in the Premises, or for any other reason, except for involuntary military service.
- 4. Identification of Premises: Subject to the terms and conditions in this Agreement, Landlord rents to Tenants, and Tenants rents from Landlord, for residential purposes only, the Premises located at:

Street Address: **5386 Pierce St.**

Unit # (If applicable):

City: **Allendale** State: **Michigan** Zip code: **49401**

together with the following furnishings and appliances: stove, refrigerator, microwave, dishwasher, washer, dryer, and carport.

Rental of the Premises also includes: N/A

Tenants' initials

5. Limits on Use and Occupancy: The Premises are to be used only as a private residence for the above listed Tenants only. Occupants must be approved by Landlord. Occupancy by guests for more than one week is prohibited without Landlord's written consent and will be considered a breach of this Agreement. All occupants must be names in the lease.

6. Term of Tenancy: The rental will begin on _____. The Tenants agree to lease the premises for the period of _____ through _____.

7. Rent Amount and Payment of Rent: Tenants will pay to the Landlord rent of \$_____, payable in advance on the **1st** day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Total rent for lease period above is \$_____.

Delivery of payment:

Rent will be paid by mail to: **Mystic Woods**
 5386 Pierce, Unit U
 Allendale, MI 49401

or by placing in the drop box located on the Premises.

Form of Payment:

Landlord will accept payment in these forms:

- Personal check made payable to: **Mystic Woods**

- Money order or cashier's check made payable to: **Mystic Woods**

8. Late Charges: If Tenants fail to pay the rent in full before the end of the fifth day after it is due, Tenants will pay Landlord a **late charge of \$25.00**. The total late charge for any one Rental Period will not exceed \$25.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

 Tenants' initials

9. Timely Payment of Rent: Failure of Tenants to pay rent on the day it is due on three or more occasions during any previous six month period is a breach of this Agreement and grounds for termination of the tenancy.
10. Additional Rent: If the Tenants fail to perform any obligation of this Agreement, such as, but not limited to, payment of utilities, trash removal, repairs, maintenance, etc., which results in a monetary expenditure by the Landlord, such amounts will be deemed additional rent which is immediately due and payable AND all payments made to Landlord will be applied to amounts in the following order: 1st-security deposit; 2nd-late fees; 3rd-utilities; 4th-maintenance or repairs, damages, other charges permitted by this Agreement; 5th past due rent; 6th current rent due.
11. Returned Checks and Other Bank Charges: If any payment offered by Tenants to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a “stop payment”, or any other reason, Tenants will pay Landlord a **returned check charge of \$25.00, plus any bank charges assessed.**
12. Renewal and Modification of Lease Agreement: This Agreement shall be automatically renewed for successive terms of one month each, subject to the following conditions: Landlord or Tenants may decline the automatic renewal of this Agreement by giving notice of intent to terminate the tenancy with a 30 day written notice. Landlord may increase said rental amount or modify Agreement for any extended term by giving advance written notice equal to 30 days to the Tenants. Tenants agree that any changes or modification of this Agreement must be written and signed by Landlord or their Agent. Under no circumstances are oral agreements binding.
13. Cleaning Fee: Tenants agree to pay a **non-refundable cleaning fee of \$800.00**. This fee is in addition to and is not part of the security deposit. It must also be paid prior to move-in date.

Tenants' initials

14. Security Deposit: Tenants agree to pay security deposit of: **One thousand two hundred and 00/100 dollars (\$1,200.00)** which will be refunded after termination of tenancy and end of Tenant's occupancy in the manner prescribed in the Landlord-Tenant Relationship Act of the State of Michigan, and upon satisfaction of the terms and conditions of this Agreement. Tenants may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other amount owed or due under this Agreement.

15. Other Costs: Tenants agree to be responsible for and pay the cost of:

Electricity:	Yes	Heating Fuel:	Yes
Telephone:	Yes	Cooking Fuel:	Yes
Cable:	No	Water/Sewer:	Yes
Internet:	No	Trash:	No
Shovel Walks:	No	Snow Removal:	No
Lawn:	No	Pest Control:	No
Light Bulbs:	Yes		
Smoke Detector Battery:			Yes

Tenants shall, during the term of the Lease (including any holdover term), pay for the cost of gas, electric, and water services. The gas and electric services shall be registered in the Tenants' name. The water services shall be registered in the Landlord's name and the Landlord will provide a quarterly invoice for the water usage.

16. Excessive Utility Usage: In the case where the Landlord pays the utility, the Tenants agree to reimburse Landlord for utility usage, including unreported water leaks, which exceed the monthly average use during the preceding twelve-month period.

Tenants' initials

17. Notice of Utility Shut Off: Where Tenants are responsible for paying for any or all utilities, Tenants shall send the Landlord a certified letter seven (7) days in advance of any utility being turned off. If Tenants fail to give such notice, Tenants agree to pay Landlord for any damages caused by the utilities being turned off. Tenant also agrees that the Landlord may obtain duplicate copies of shut off notice from the utility companies.

18. Inventory Checklist: **Tenants hereby acknowledge receiving an inventory checklist that must be returned to the Landlord within seven (7) days of obtaining possession of the Premises or the Premises will be considered free of defects. Items found torn, burned, stained, inoperative, or damaged in any way must be reported on the inventory checklist; otherwise said defects shall be deemed waived.**

19. Habitability: Tenants have checked the Premises thoroughly and agree the unit is entirely habitable as to health and safety; however, if any health and safety issue in regard to the Premises is found upon move-in, Tenants shall send the Landlord a certified letter within forty-eight (48) hours of move-in date, notifying him or her of details.

20. Locks and Landlord Access: Tenants will not, without Landlord's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenants will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. All keys must be returned upon vacating the Premises. **Fifteen dollars (\$15.00) will be charged for each lost or missing key, plus the actual cost of replacing the keys and/or changing the locks. Tenants were given 4 keys at the beginning of the lease. See the Policy and Procedures for additional information regarding lost keys and lock-outs.**

Tenants' initials

21. Subleasing, Sharing, Assignment and Guest at Premises: No subleasing, sharing of Premises, or assignment of Agreement is permitted without prior written permission of the Landlord.

See the Policy and Procedures for additional information regarding subleasing or assignment.

22. Parking: No parking on property other than Tenants' personal vehicles is allowed and then only at such locations as specified by Landlord. No commercial vehicles, boats, trailers, recreational vehicles, or unlicensed or inoperable vehicles or any other vehicle not allowed by law shall be parked on the Premises. Repair or maintenance of vehicles is not allowed on property without written permission. Tenants agree that Landlord may remove unauthorized vehicles with or without notice, and Tenant shall reimburse Landlord for the cost of such removal.

See the Policy and Procedures for additional information regarding parking.

23. Personal Injury/Liability/Indemnification/Damage to Tenant's Personal Property:

Landlord shall not be liable for any damage or injury occurring on or about the Premises to Tenants, Tenants' family members, guests or invitees, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. Tenants hereby agree to protect, indemnify and hold Landlord harmless from and against any and all losses, costs, expenses, damages, or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's failure to perform, or negligent performance of, a duty imposed by law. Landlord is not responsible for damage to Tenants' personal property resulting from fire, storm, rain, flood, power outage, appliance failure, theft, vandalism, leaking fixtures, acts of God, etc. Tenants accept responsibility for insuring their personal property. **Landlord highly recommends the Tenants obtain renter's insurance.** Insurance: Tenants shall also be liable to Landlord or its insurance carrier for any damage to the premises or to the Landlord's other property, such as other rental units, common facilities and equipment that is caused by the acts or omissions of Tenants or Tenants' guests.

Tenants' initials

24. Pets: No animals or pets shall be brought on the Premises without prior written consent of the Landlord and upon the execution of a Pet Agreement and the payment of any applicable fees.

See the Policy and Procedures for additional information regarding pets.

25. Tenants' Maintenance Responsibilities: Tenants shall keep the Premises, including furniture and all fixtures, in a clean, sanitary and orderly condition with special attention to the stove, refrigerator, microwave, washer, dryer, and flooring and leave the unit in the same condition as when taken, except for normal wear and tear. Landlord will not pay for cleaning or any work of this kind contracted by the Tenants, unless expressly authorized in writing.

See the Policy and Procedures for additional information regarding use of the premises, laminate floor cleaning, and estimated charges for damages.

26. Renovations and Remodeling: Tenants agree not to make any repairs or alterations to the Premises, including repainting, remodeling, driving nails in woodwork or walls, using any adhesive items on walls, without written consent of the Landlord. The Landlord will not pay for remodeling, decorating, or any work of this kind contracted by the Tenants, unless authorized in writing prior to the beginning of any renovation or remodeling. The Tenants further agree not to remove any furnishings, fixtures, or appliances without written consent of the Landlord.

See the Policy and Procedures for additional information regarding use of the premises and estimated charges for damages.

27. Items Not Allowed: Tenants may not place any of the following in or on the Premises without written authorization from Landlord:

Tenants' initials

28. Repairs: With written permission of the Landlord, the Tenants agree to promptly have repairs made by authorized persons only or reimburse Landlord for damages to the Premises during the tenancy. The Landlord must be notified immediately of anything broken, stained, leaking, or inoperable. Tenants shall immediately pay for any costs incurred and/or damages resulting from overflowing, and/or clogging of waste pipes, garbage disposal, toilets, sinks, tubs, showers, or lavatory caused by Tenants or guests. Tenants accept responsibility to mitigate damage to property from any and all causes. **See the Policy and Procedures for additional information regarding maintenance, use of premises, and estimated charges for damages.**
29. Landlord's Rights Concerning Entry: Landlord reserves the right to repair, show unit, or inspect the Premises for cleanliness or damage upon twenty-four (24) hour notice. In the event of emergencies, the Landlord may enter without notice. **See Policy and Procedures for additional information regarding inspections.**
30. Disposal of Garbage, Debris, and Junk: Tenants agree to regularly dispose of all garbage, debris, or junk during occupancy and upon vacating the Premises as prescribed by the laws of the State of Michigan and the ordinances of the locality in which the Premises is located. Tenants agree to pay all fines and fees regarding disposal of said items and for violations of municipal ordinances.
31. Use of Premises: Tenants agree to use the Premises for residential purposes only and not for business, illegal, or hazardous purposes. Tenants may be evicted upon a one (1) day Notice to Quit if the Tenants, member of Tenants' household, or other persons under the Tenants' control, has manufactured, delivered, possessed with intent to deliver or possessed a controlled substance as defined by Michigan Public Act 368 of 1978, on the Premises. Tenants shall not permit a use of the Premises that generates an unusual amount of traffic.

Tenants' initials

32. Parties & Other Disturbances Not Allowed: Tenants agree that no parties are allowed; and no one is permitted to carry out any activity, play an instrument, use an electronic device, or operate any mechanical device in any manner or otherwise engage in conduct that disturbs or annoys other Tenants or neighbors. Tenants are responsible for the activity and conduct of all occupants, guests, and visitors.
See the Policy and Procedures for additional information regarding social gatherings.
33. Smoke Detector Disclosure: Tenants agree that the Premises is equipped with working smoke detectors. Tenants shall maintain smoke detectors in working order at all times. Tenants will be charged for the replacement of missing or damaged smoke detectors and for damages caused by their removal.
34. Rules & Regulations: Any rules and regulations published by Landlord become part of this Agreement. Tenants agree to abide by all rules and regulations that may be published by Landlord.
35. Violations of Agreement and Cause for Eviction: Violation of any provision of this Agreement, rules, or regulations, including non-payment of rent can be cause for eviction. Furthermore, acts committed by tenants or their guests in violation of local, state, or federal laws and regulations can be cause for eviction.
36. Lead-based Paint Disclosure: (Housing constructed before 1978 only): Tenants acknowledge receipt, review and execution of the Lead Warning and Disclosure Statements and applicable reports and the receipt of the EPA pamphlet “Protect Your Family from Lead in Your Home”.
37. Covenants and Conditions: Each provision of this Agreement performable by Tenants shall be deemed both a covenant and a condition which Tenants agree to abide by strictly. Any violation of any provision of this Agreement shall constitute a material breach of same, in which case Landlord may, at option, terminate this Agreement according to its terms. In the event of such termination, Landlord agrees to use their best effort to re-rent the Premises or to otherwise mitigate damages as required by law.

Tenants' initials

38. Binding Effect: The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenants and their respective heirs, distributees, executors, administrators, successors and assigns.
39. No Waiver: Landlord's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term. The receipt by Landlord of rent with knowledge of a breach of any term of this Agreement shall not be deemed a waiver of such breach, nor shall partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.
40. Severability: If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
41. Subordination: The Agreement is and shall be subject and subordinate to any ground or underlying agreement or lease and mortgages now or hereafter affecting the real estate of which the Premises are a part, and to all renewals, modifications, replacements and extensions thereof.
42. Early Termination: If the Tenants have occupied the unit for more than thirteen (13) months and the Tenants become eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Landlord with written proof of that eligibility or the Tenant becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement, the Tenants may terminate this lease with a sixty (60) day written notice to the Landlord.
43. Entire Agreement: Tenants acknowledge that Landlord has made no representations or promises with respect to the Premises except as herein expressly set forth and that the foregoing constitutes the entire Agreement between the parties.

Tenants' initials

- 44. Abandoned Property: If the Tenants abandon the Premises, the Landlord is authorized, at their sole discretion, to peacefully repossess the Premises and dispose of any and all of the Tenants' abandoned personal property, including but not limited to food, clothing, jewelry, sundries, appliances, furnishings, window treatments, decorations, fixtures, bedding, equipment, machinery, and vehicles.
- 45. Attorney Fees: In the event Tenant defaults in the performance of any of the terms or conditions of this Lease, Landlord shall be entitled to recover all of its costs and expenses incurred in enforcing the Lease, including actual attorney fees.
- 46. Domestic Violence: Tenants who have a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b
- 47. Storage: Storage is not allowed except in areas designated by the Landlord. Tenants are solely responsible for their personal belongings wherever stored or placed. If stored in an area not designated by Landlord, Landlord can remove personal belongings within 24 hour notice.

Tenants' initials

46. **Tenants' signature below indicates the Tenants have read, understand, are satisfied with, and agree to abide by all conditions of this agreement. The invalidation of any provision herein by Judgment of Court order shall not otherwise affect any of the other provisions of this agreement.**

Signature of Property Owner/Agent/Landlord

Printed Name of Property Owner/Agent/Landlord

Signature of Tenant

Tenant's Telephone #

Tenant's Email Address

Signature of Tenant

Tenant's Telephone #

Tenant's Email Address

Signature of Tenant

Tenant's Telephone #

Tenant's Email Address

Signature of Tenant

Tenant's Telephone #

Tenant's Email Address

Security Deposit Notice:

Security deposit of **\$1,200.00** is to be deposited at:

Independent Bank
4525 Lake Michigan Dr, NW
Grand Rapids, MI 49544

"You must notify your landlord in writing within four (4) days after you move of a forwarding address where you can be reached and where you can receive mail. Otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."

The following needs to be paid prior to move-in/possession:

Security deposit:	1,200.00
Cleaning fee:	800.00
First's month rent:	_____