



Midland Rental Properties, L.L.C.
3088 E. Commercial Dr.
Midland, MI 48642

Address: XXXX X XXXXX XXXXX XXXX XXX XXXX XXXXXXXXXXX XXXXX

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 THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

AGREEMENT OF LEASE, between Midland Rental Properties LLC as Lesser, hereinafter referred to as Management, whose address for the purpose of the Michigan Truth in Renting Act and the Michigan Security Deposit Act is 3088 E. Commercial Drive, Midland, MI 48642 and

XXXXXXXXXXXXXXXX

, Lessee, hereinafter referred to as the Resident. Management leases to the Resident, the premises known as:

XXXX X XXXXX XXXXX XXXX XXX XXXX XXXXXXXXXXX XXXXX

to use and occupy strictly as set forth below for a term to commence on: XX/XX/XXXX and expires XX/XX/XXXX. The resident shall pay for the rent of said premises a total of \$XXXXX.XX First payment of \$XXXX.XX remaining monthly installments of \$XXXX.XX per month. THERE IS A ONE TIME FEE OF \$XXX.XX FOR MOVE IN COSTS & ONE TIME DEPOSIT TO CITY OF MIDLAND WATER OF \$XX.XX.

1. OCCUPANCY. Resident agrees that he or she will not, without Management's prior written consent, use or permit said premises or any part thereof to be used for any purpose other than that of a strictly private dwelling and Resident further agrees that the residence shall be used and occupied only by the individuals whose names set forth below:

XXXXXXXXXXXXXXXX

It is expressly understood and agreed by Resident that the limitation of occupancy to the above mentioned individuals and the restriction of use of the premises are express limitation upon Resident's leasehold interest, and that in the event of violation by Resident, this lease and the occupancy by Resident may, at the option of Management, its agent or assigns, be terminated as provided by law.

2. RENT PAYMENTS AND LATE RENTAL PAYMENT PENALTIES. Rent checks shall be made payable to Midland Rental Properties LLC and delivered or mailed to such place as is designated by Management. In the event the rent is not received by the 5th day



of the month in which it is due, Management may in addition to any other remedies, charge an additional \$50.00 for such late payment for the month, which shall be deemed part of the rent. Management may also place a charge of \$35.00 handling fee for any check of Resident that does not clear the bank and is returned.

Any payment by Resident to Management of a lesser amount than the entire rent due shall be deemed a payment of the earliest rent due. No endorsement or statement on any check, or any letter accompanying any check or payment as rent shall be deemed on accord and satisfaction, and Midland Rental Properties may accept such check or payment without prejudice to Midland Rental Properties right to recover the balance of such rent or pursue any other remedy Midland Rental Properties may have. The acceptance of rent after it falls due or after knowledge of any breach of the lease by the Resident, or the giving of notice shall not be construed as a waiver of Midland Rental Properties right to enforce the provisions of this lease. If Midland Rental Properties shall waive any provisions of this lease, it shall not be construed as a waiver of a further breach or violation of this provision or lease.

3. SECURITY DEPOSIT. As security for the full and prompt performance by Resident of all Resident's obligations under the lease, Resident has, upon execution of the lease, deposited with the Midland Rental Properties the sum of \$XXX.XX which sum may only be applied by Midland Rental Properties for the following purposes: (a) to reimburse Midland Rental Properties for actual damages to the premises or any ancillary facility that are the direct result of conduct not reasonable expected in the normal course of habitation of a dwelling, and (b) to pay

Midland Rental Properties for all rent in arrears, including late charges under the lease agreement, rent due for premature termination of the lease agreement by Resident and for utility bills not paid by Resident. The security deposit is on deposit at PNC bank.

Resident acknowledges receipt of one (1) blank copy of a commencement inventory checklist which sets forth all items on the premises owned by Midland Rental Properties. Resident shall review the checklist, note the condition of the property and return one (1) copy of the checklist to Midland Rental Properties within seven (7) days after receiving possession of the premises. At termination of occupancy, Midland Rental Properties shall complete a termination of inventory checklist, listing all damages Midland Rental Properties claims were caused by Resident. Within thirty (30) days after termination of occupancy, Midland Rental Properties shall either return the full amount of the security deposit or shall notify Resident as to the reason the deposit has not been returned.

In case of damages, an itemized list of damages claimed, including the cost of repair, shall be furnished, Resident and said list shall be accompanied by a check or money order for the difference between the damages or the other obligations claimed and the amount of the security deposit held by Midland Rental Properties. Resident must respond to this notice by mail within (7) days after receipt of such list, otherwise Resident will forfeit the amount claimed for damages.

4. RULES AND REGULATIONS. The Resident agrees for himself or herself, the Rules and Regulations governing the premises and of any new changes or new regulations of which Resident receives thirty (30) days written notice that Midland Rental Properties may deem

necessary to protect the physical health, safety, or peaceful enjoyment of Residents and guests. Any breach of any such rule or regulation by Resident, a member of Resident's household, or Resident's guests or invitees shall permit Midland Rental Properties to



terminate this tenancy. Resident acknowledges receipt, read and understands the rules and regulations governing the premises.

5. ASSIGNMENT. Resident's leasehold interest may not be assigned or sublet in whole or in part without, in each case, having first obtained the written consent of Midland Rental Properties.

6. ACCESS TO PREMISES. Midland Rental Properties or its agents shall have free access at all reasonable hours to the premises hereby leased for the purpose of examining the same or exhibiting same to prospective buyers or Residents, or for making alterations or repairs on said premises which the Midland Rental Properties may desire to make. Reasonable attempts will be made to give the Tenant 24 hour notice.

7. ALTERATIONS. Resident shall make no alterations, decorations, additions or improvements in or to the premises without Midland Rental Properties prior written consent and then only by contractors or mechanics approved by Midland Rental Properties. All alterations, additions, or improvements upon the premises shall become the property of Midland Rental Properties and shall remain upon and be surrendered with the premises at the end of the term.

8. ACTS OR OMISSIONS OF OTHERS. Midland Rental Properties, its employees and agents shall not be responsible or liable for any injury, loss, property damages, bodily injury or criminal acts to Resident or his or her family, invitees or guests which are caused by the negligence, acts or omissions or illegal conduct of the Residents, members or their family, their guests or invitees, trespassers or others.

9. NOTICE OF INJURIES. In the event of any injuries to the Resident, his or her family, invitees, guests or to any property of the Resident, his or her family, invitees or guests through the negligence of Midland Rental Properties, its agents and/or employees, Resident agrees to give Midland Rental Properties written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to Midland Rental Properties at its office.

10. UTILITIES AND SERVICES. All utilities are to be paid by the Tenant.

11. RESTRICTIONS ON THE USE OF PREMISES. Resident agrees to use and occupy the leased premises solely and strictly as a private Resident by those individuals specifically set forth in this lease. Resident shall not use or permit any person or persons in any manner

whatsoever, to use the leased premises for any purpose in violations of the laws, ordinances or other regulations of any lawful authority. During the lease term, the leased premises and every part thereof shall be kept by the Resident in a sanitary condition, and all applicable health and

police regulations shall at all times be fully complied with. 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 driveway shall be used only for the parking of passenger automobiles, and shall not be used for the parking of motorcycles, large trucks, trailers, campers and boats. All automobiles parked in the driveway by Resident shall be operable and shall bear current license plates.

12. INSURANCE. Midland Rental Properties shall not be required to obtain insurance on Resident's household and personal effects. It is the responsibility of Resident to insure his or her household and personal effects. It is the responsibility of Resident to insure his or her household and personal effects against fire, water and other hazards. Each party



releases the other party from any liability for loss, damage or injury caused by the fire or other casualty for which insurance (permitting waiver of insurer's rights of subrogation is carried by the insured party) to the extent of any recovery by the insured party under such insurance policy.

13. FIRE DAMAGE. In case the leased premises are partially damaged by fire or other casualty at any time during the term, they shall be replaced by Midland Rental Properties or any insurance company on its behalf, with all reasonable dispatch, and a proportionate reduction of rent shall be allowed Resident for the time occupied in such repairs, excepting: (a) if Resident can use and occupy the premises without substantial inconvenience there shall be no reduction of rent and (b) if the repairs are delayed because of the failure of Resident to adjust his or her own insurance (if any), no reduction shall be made beyond a reasonable time allowed for such adjustment. In case the damage by fire or other hereby leased, then and in or other hereby lease, then and in that event, this lease shall become null and void and the responsibilities of the Midland Rental Properties and Resident, each to the other, with reference to the unexpired term shall cease.

14. EMINENT DOMAIN. If the whole or any part of the premises hereby leased shall be condemned or taken by the government authority for any purpose, then the term of this lease shall cease from the day the possession shall be required and the rent shall be paid up to that day. All damages awarded for such taking for any public purpose shall belong to and be the property of Midland Rental Properties.

15. DEFAULT AND COSTS OF PROCEEDINGS. In the event Resident shall default in the payment of rent due and payable under this Agreement or if Resident shall default and fail to perform any of the other provisions of this Agreement, including the Rules and regulations, or if the premises become vacant and deserted, Midland Rental Properties or its agents may obtain possession of the Resident by Summary Proceedings, or by any other lawful means and /or may sue for damages for breach of this lease. Midland Rental Properties may recover any and all damages, costs, expenses and fees incurred in obtaining possession or for breach of the lease as are permitted by statute, court rule or case law.

16. JOINT LIABILITY. In the event that this instrument shall be executed on behalf of Resident by more than one person, then the liability of the persons so signing shall be joint and several and a judgment entered against one shall be no bar to and action against the others.

17. ABANDONED PROPERTY. If Resident shall vacate or abandon the residence and lease any personal property anywhere about the building, then such property shall be deemed abandoned by Resident.

18. POSSESSION. Resident shall not be entitled to possession of the apartment until the full payment of the security deposit and the first month's rent as provided and until the vacating of the premises by and prior Resident. If Resident shall be unable to occupy the premises at the time provided because it is not ready for occupancy, or by reason of the holdover of any previous occupancy of said premises; this lease shall remain in full force and effect, but Resident shall not be required to pay rent until residence is ready for occupancy and the term of this lease shall be correspondingly extended. Midland Rental Properties shall solely make the determination when the premises are ready for occupancy.

19. PETS. During the lease term Resident will keep no dogs, cats, or other pets upon said premises overnight or otherwise, without written consent of Midland Rental Properties.



20. LOCK OUT AND KEY CHANGES. Resident agrees to pay \$75.00 charge, and all other costs incurred, to restore the door to its original condition, if Resident changes the locks on the door of the premises without the written permission of the Midland Rental Properties. Further, Resident agrees to pay additional assessment of \$25.00 to Midland Rental Properties if all keys to the premises are not returned to the Midland Rental Properties upon Resident vacating the premises. Resident agrees to pay additional assessment of \$50.00 for each remote garage door opener not returned in good condition and in proper working order upon Resident vacating the premises.

21. NOTICE BY TENANT AND HOLDING OVER. Resident shall give Midland Rental Properties written notice of his or her intention to vacate the premises at termination of lease term, or after and holdover term, on or before thirty (30) days prior to the termination of said term. Notice will be effective only upon the first (1) day of a given month. Those notices received after the first day on the month will be effective the day following the month with termination to occur thirty (30) days thereafter. NOTICE: You must notify your landlord in writing within 4 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.

If Resident shall remain in the leased premises after the expiration of this term without having executed a new written lease with Midland Rental Properties, such holding over shall not constitute a renewal or extension of this lease. Midland Rental Properties may, at its option, be entitled to all remedies provided by law to remove Resident from the premises, or Midland Rental Properties may construe such holding over as tenancy from month-to-month. Rent during any month-to-month tenancy shall be at the rate determined by Midland Rental Properties provided that Resident shall be entitled to a thirty (30) day written notice of any rent increases. All other terms of this lease shall be applicable. Upon holding over into any part of a month, the entire month's rent will be due and owing unless otherwise agreed in writing by Midland Rental Properties.

22. NOTICES. Whenever under this lease provision is made for notice of and kind, it shall be deemed a sufficient notice and service thereof if any notice to Resident is in writing and hand delivered to the premises or addressed to the last known post office address of Resident, or addressed to the premises and deposited in the mail. Notice need be sent to only one Resident or Midland Rental Properties where Resident or Midland Rental Properties consists of more than one person.

23. SERVABILITY. All of the provisions in this lease are servable and in the event any of the provisions are ruled by any court to be invalid the remainder shall continue in full force and effect.

24. LEASE BINDING. The covenants, conditions and agreements contained in this lease shall bind and insure to the benefit of Midland Rental Properties and Resident and their Respective successors, and except as otherwise provide in this lease, their assigns. Additional pages, addendums, rules and regulations signed by all parties, are incorporated as part of this lease.

25. TRUTH AND RENTING ACT (MCLA 554.631-6410) Midland Rental Properties and Resident specifically agree that the lease shall not, is not intended nor shall it be construed, to violate and of the provisions of Truth in Renting Act. If, however, any provisions of this lease does in fact reach any such result, and then such provisions shall be null and void, but the other provisions of this lease shall continue to remain in full force and effect.



26. CLEANING. It is the responsibility of the Resident to clean the interior of the dwelling unit upon vacating the premises.

27. ACKNOWLEDGEMENT OF CONDITIONS. Lessee has read and understands all provisions and regulations of said lease.

IN WITNESS WHEREOF: the parties hereto have set their hands on the date indicated.

There is no additional parking at the following units – Maggie Court, Abby Court, Sadie Court, Saginaw Road, Alyse Lane, Loretta Lane, and Morning Dawn Drive. The only parking available to you is the assigned unit garage and the assigned unit driveway. No parking on the landscaping. No parking on roadways. No parking in vacant units. Any vehicles parked anywhere other than assigned garages & driveways of assigned units will be towed.

THIS AGREEMENT IS NON-BINDING UNTIL EXECUTED BY ALL ROOMMATES AND ACCEPTED BY MANAGEMENT.